



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, February 21, 2023 at 6:30 PM
212 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

January 17, 2023

B. Financials

January 2023

5. PRESENTATIONS

6. CITIZEN'S COMMENTS

A. PUBLIC HEARING TO HEAR CITIZEN COMMENTS ON THE PROPOSED CITY OF EVERMAN BUDGET AMENDMENTS

7. DISCUSSION ITEMS

8. CONSIDERATION AND POSSIBLE ACTION

A. Approve updated job description for the position of Emergency Communications Specialist

B. Approve updated job description for the position of Communications Supervisor

C. Approve Allocation of \$90,000 in ARPA funds for the electrical overhaul of the Columbine Well Site

D. Resolution #2023-02-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICES WITH TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE; AND PROVIDING AN EFFECTIVE DATE.

E. Resolution 2023-02-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT FOR WICHITA STREET WIDENING PROJECT WITH THE CITY OF FOREST HILL, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

F. Ordinance #793 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS AUTHORIZING AND CALLING FOR THE MAY 6, 2023 GENERAL MUNICIPAL ELECTION FOR THE

PURPOSE OF ELECTING PERSONS TO THE OFFICES OF COUNCILMEMBER PLACES 1, 3, AND 5; AUTHORIZING A JOINT ELECTION WITH OTHER TARRANT COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY; PROVIDING A RUNOFF DATE; PROVIDING AN EFFECTIVE DATE.

- G.** Ordinance #794 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING ORDINANCE 774, TOTAL APPROPRIATIONS BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING A REPEALER CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

9. EXECUTIVE SESSION

- A.** Section 551.071 - Seek Legal Advice related to City Council Communications involving complaints with individual citizens.

10. CITY MANAGERS REPORT

11. MAYOR'S REPORT

12. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday February 17, 2023.

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- A.** Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B.** Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C.** Section 551.073 - Deliberation Regarding Prospective Gift.
- D.** Section 551.074 - Personnel Matters.
- E.** Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F.** Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, January 17, 2023 at 6:30 PM

212 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor Richardson called meeting to order at 6:30pm.

PRESENT

- Place 2 Carolyn Renfro
- Place 3 Johnnie Allen
- Place 4; Mayor Pro-Tem Susan Mackey
- Place 5 Judy Sellers
- Place 6 Miriam Davila
- Mayor Ray Richardson

ABSENT

- Place 1 Linda Sanders

Others Present:

- Mindi Parks, City Secretary
- Craig Spencer, City Manager
- Susanne Helgesen, Finance Director
- Landon Whatley, Fire Chief
- City Attorney

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

A. Minutes

- November 1, 2022 Regular Meeting
- November 15, 2022 Regular Meeting
- December 20, 2022 Regular Meeting

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.
 Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers,
 Place 6 Davila, Mayor Richardson

Motion Carried

B. Financials

December 2022

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.
Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers,
Place 6 Davila, Mayor Richardson

Motion Carried

5. PRESENTATIONS

Had no Presentations.

6. CITIZEN'S COMMENTS

There was a few gentlemen present but did not fill out the form so we are going to let them do that and come back to them. Council has came back to the Citizens comments at 6:49pm and Rick Murillo approached the council and Mayor did remind him that council could not respond since he was not on the agenda. Rick stated that he has a couple of people that come to him about the overnight construction on Enon, and they say that it is midnight and they are still working out there. They would like to see if something could be done about that. He stated that the dust is very bad but he knows that is hard to control. Another complaint from them was about some potholes that are throughout the city and a lot of people just paid their taxes so they would like to know what is going on with the roads. He also stated that the water rates are very high to see water wasting in the streets when everyone is penny pinching already on everything. Rick stated he just wanted to let the council know what the people are asking and that is all he has. The other two gentlemen were, Alberto Gonzalez, and Matt Lambert and their questions got answered on the Drainage Issue discussion so they did not speak.

7. DISCUSSION ITEMS

A. City of Everman Drainage Study - Councilwoman Johnnie Allen

Council Member Allen wanted to see if there could be a grant that we could get with the ARPA Funds for the citizen's with this problem. Craig stated that this is possible. The Drainage Study funding that we are waiting on is a big part of this kicking that off. This is required by FEMA. Once this study is complete and we have results to that study, there are a tremendous amount of Flood Mitigation Projects that will provide funding assistance not only for public government like us but also public private partnerships to engage in drainage improvements flood mitigations. Mayor was contacted by Tarrant County and this Flood Study should be approved on the 24th or 31st and then this Study will go underway. Council Member Allen just noted that she was just asking in concern of the citizens that still have to dig trenches around there houses when it rains. Craig stated that that was a very good point and once this study is done we can begin on the next steps to this problem.

B. Water Rates - Councilwoman Johnnie Allen

Council Member Allen stated back in December when the roof was being replaced and some people were charged late fee's and she wants to know how Craig is going to handle that. Craig stated that this roof replacement was after the penalty's would have been applied and he will look into that date and see what he would be able to do or not do. Council Member Allen also stated that with ARPA Funds, there are some cities that if you have been a resident with the city for a certain length of time that you could either get there deposit back or at least some of it and also she wanted to know if we could do something like that for our residents. Craig stated that he was not sure about that and he would have to do some research on it and get

back to her. Johnnie stated she is just looking to get them a rebate or credit in the amount of \$50 to the ones that have been here a very longtime. Council Member Mackey asked why and Johnnie stated why not, and other cities do it all the time like Dallas, Johnnie stated they just started one. Susanne and the Attorney said that it is unlikely that we would be able to use ARPA Funds on something like that. Craig stated that they will work on that and get the numbers to her that would show the impacts and things like that. This will be for further discussion later.

C. STAFF UPDATES/REPORTS

- Tarrant County Regional Communications (Dispatch Services)
- Legends of Hanna Ranch Subdivision Development
- Mobile Food Truck Park Construction
- Everman Civic Center Rentals
- City-Wide Cleanup Event 2023
- Wichita Street Expansion Project Update
- City Park & CDBG Project Updates

Dispatch- Craig stated that we went live with Tarrant County Fire Alarm now being merged into Everman Police Dispatch operating as Tarrant County Regional Communications and that merge was successful and this went live on December 28th. Been a very smooth transition. Went from having four dispatchers to having twelve. This will include more tomorrow when we do go live with Forest Hill dispatch at 9am. Doing some last touch ups and dealing with the furniture but it is moving smoothly. Craig stated that we have been selected by a research firm at Tarrant County 911 and they would like to use us as a model for their research study n dispatch centers across the country. Craig stated that this is a great opportunity for us and we have also received some great feed back on what we are doing from Roy Brooks within the Tarrant County 911. This will also give us great opportunity's on the funding to help improve communications and the city as a whole. Craig wanted to let the council know that the citizens are now receiving a service that they have not ever received before when you call 911, and he has talked about some of this in the tour and a couple of the council members got to witness it. The dispatchers now are Emergency Medical Dispatchers so they are receiving first aid and even instruction CPR at times over the phone and providing that live saving effort over the phone before the first responders arrive. The couple of Council members got to see the CPR in progress and it is very neat to witness. Craig wanted to share this incredible news with the council.

Legends of Hanna Ranch Subdivision Development- Craig stated that today they hosted a meeting with Bureau Veritas, our contract inspection firm. Hanna Ranch have reached out and have said they are ready to start constructing homes and Chief Whatley sat in on this meeting and laid out the permitting process works and how the inspection process will go. Craig stated the sidewalks have already been installed. Craig also stated that we should see permits for these homes to start going up in the next month. Craig stated that this is very exciting and this is very good for us.

Mobile Food Truck Park Construction- Craig updated that the construction on this Park is almost complete. We have a few water taps to finish, but the Pavilion has been installed, the fencing has been installed. Craig expects this Spring to open up the permitting process for this Park and begin accepting applications for Food Truck Vendors to be at that site throughout the Spring, Summer and Fall. Craig stated that this should be operational this year and is excited

to see what opportunities this will bring to the city. This will start in March with the permitting process and the Park will hold up to eight Trucks.

Everman Civic Center Rentals- Craig stated that over the last month we have received a bunch of inquiries and providing a bunch of tours and a bunch of registrations come through on the Civic Center. We have several months of every Saturday being booked up already and double booked days. This is starting to be very common and we are also looking on how to manage that since it is to the point now where it is taking a lot of the staffs time. Craig stated that they may be coming up with a proposal for a part-time position to a full-time position to manage this. We are still observing this and managing it at the time. Craig also stated that the Civic rentals are doing good. With council agreeing to have the proceeds from the Civic to pay the EDC for helping on the five hundred thousand dollar Bond payment we should be providing some good relief to the EDC. Things are looking up as far as the Civic Center goes.

City-Wide Cleanup Event 2023- Craig just wanted council to put it on the calendar that it is scheduled with our waste company, Waste Connections to come do another City-Wide Clean-up again the first week in March. Craig stated that if council recalls last year we did it in November and tried to get volunteers to come up and try to help out picking up trash and debris. The turnout for the trash collection was horrible Craig stated, we did not get very many people to come to help pick that portion up. So, Craig would like to leave that to council to try that again, getting volunteers to come up to do road side clean-up or just do the bulk trash collection clean-up for a day for people to bring their trailers and junk up to get rid of it. As long as they are a Everman resident this is free of charge. There are some restrictions on hazardous materials and batteries but we will make sure to include that on the flyer that will go out. Council Member Mackey asked that this be advertised and it is very important to do so. Council Member Allen asked to make sure that the time of the event last as long as it should, since last year people that came at 1 when the event ended they were turned away so we need more accurate details on the times for our citizens. Council would like to do the same as last year so that is what we will do Craig stated. This will be on the first Saturday in March.

Wichita Street Expansion Project Update- Craig stated that they have had several meeting on Wichita Street and yes it is really happening, they are widening Wichita Street and it will go pass Roy C. Brooks street and they are going to completely rework Roy C. Brooks street to get that 90 degree angle to Wichita. Our staff has been working with County at taking care of the land acquisition there on the corner to make that happen. The City of Forest Hill is going to be the host agency for this project . So this is going to be funded by Tarrant County. This is being funded through a Bond Package and apart of this agreement the way it is set up, the money will be funneled through Forest Hill and we will work with Forest Hill on handling all the money associated with the construction and our portion and they will still have to pull permits from the City of Everman and submit Traffic Control Plans to the City of Everman but all the financial side of it will be handled through Forest Hill and again covered a hundred percent by the County but they do have to contract with the subdivisions to funnel the money appropriately. So the host agency is the City of Forest Hill and the participants will be Forest Hill, Fort Worth and Everman. We should see an Interlocal Agreement in the next couple of weeks for their approval and again no financial impact on the city. Council Member Mackey asked when this will start. Craig stated that they want to start as soon as possible and Roy C. Brooks has expressed that he wants this done before the end of his term and this be his big going out project. His term ends December of 2024.

City Park & CDBG Project Updates- Craig stated that we have been approved for the funding related to the Park Projects and that was through a Community Funding Grant funded by Marc Veasey's Office. This Grant application came with a lot of strings and as required a lot of paperwork we have been working through with the City Attorney's Office and City Engineer's Office to meet the standards for the Environmental Studies that were required and things and we finally got it all done and submitted and approved and we are now waiting on the funding to

come through. Once those funds are released to us we can start all the City Park Improvements related to that portion of the funds. There is a separate part of funding that is funded by CDBG, which is the Inclusive Playground piece of that project. That project, the funding for it has all been approved, but however it went to bid three times and no bidders took the bid. We are now waiting on another bidder right now and hopefully we get one soon. The last CDBG Project will be related to Race Street and addressing all the potholes. Craig stated that South Race street is in the worst condition right now and it is bad. Nothing has been done to that road since the waterline underneath that road is getting ready to be replaced. That Package is now ready to go out for bid and our City Engineers Office is working on getting that Packaged published so we can start getting bids on that. Craig stated to expect that to start happening in the Spring and once the waterline is replaced they will repave the Entire South Race that is a factor and built in the Bond Package. This will be from Enon right at Pittman. Pittman to Everman Parkway will have to be Improvement Project on the road since CDBG funds cannot be spent in a Floodway and that portion is.

8. CONSIDERATION AND POSSIBLE ACTION

- A. Approve Resolution 2023-01-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES WITH THE CITIES OF MANSFIELD AND FOREST HILL; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 6 Davila.
Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried

- B. Approve Job Description for the position of Director of Communications

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.
Voting Yea: Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Place 6 Davila, Mayor Richardson

Motion Carried.

9. EXECUTIVE SESSION

Did not convene into Executive Session.

10. CITY MANAGERS REPORT

Had nothing to report.

11. MAYOR’S REPORT

Mayor just informed Council that the Council Seats 1, 3, and 5 are up for Election. If they plan to run to go see Mindi, City Secretary and make sure to get your applications in by the deadline of February 17, 2023 by 5pm.

12. ADJOURN

Mayor Richardson adjourned the meeting at 7:10pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday January 13, 2023.

/s/ Mindi Parks
City Secretary

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EXHIBIT A**Final FY 2021 -2022 Budget Amendments****GENERAL FUND**

Debit

Credit

		Debit	Credit	
110 - ADMINISTRATION				
Awards, Banquets	100-50104-110-000	10,025.00		Employee gala donations to offset exp
Public Events Donations	100-43106-000-000		10,025.00	Employee gala donations to offset exp
Computer Prog M&A	100-50114-110-000	7,300.00		Computer expense/professional serv
City Secretary Exp Savings	100-50102-140-000		7,300.00	Computer expense/professional serv
Utility - Gas	100-57200-110-000	7,500.00		Utility expense higher than budgeted amount
Utility - Phone	100-57400-110-000	27,000.00		Utility expense higher than budgeted amount
Contingency Reserve	100-55000-110-000		25,000.00	Utility expense higher than budgeted amount
City Secretary Exp Savings	100-50104-140-000		2,000.00	Utility expense higher than budgeted amount
City Secretary Exp Savings	100-50117-140-000		7,500.00	Utility expense higher than budgeted amount
120 - FINANCE				
Property & Liability Insurance	100-50131-120-000	55,000.00		Property insurance premium increase
Audit Services	100-56100-120-000	11,000.00		Increase in audit service fees
Professional Services	100-56113-120-000	2,250.00		SAMCO Capital - financial advisory fees
Misc. - Other Revenue	100-46108-000-000		68,250.00	
City TIF Contribution	100-55200-120-000	6,500.00		TIF Contrib. increase - TIF revenue to offset
Misc. - Other Revenue	100-46108-000-000		6,500.00	TIF Contrib. increase - TIF revenue to offset
130 - HUMAN RESOURCES				
Penalty/Interest	100-55500-130-000	9,000.00		Penalty/Interest
City Secretary Exp Savings	100-52603-140-000		4,000.00	Penalty/Interest
Misc. - Other Revenue	100-46108-000-000		5,000.00	
210 - PARKS				
Parking Lot Repairs	100-58500-210-000	45,065.00		Pittman Park parking lot
Salaries	100-52800-210-000	12,250.00		Salary & benefits were budgeted in Public Works
Insurance - Health	100-52603-210-000	9,300.00		Salary & benefits were budgeted in Public Works
Professional Services	100-56113-210-000	6,500.00		PW to offset some professional services exp
PW Salary	100-52800-220-000		59,250.00	PW to offset some professional services exp
PW Health	100-52603-220-000		7,500.00	PW to offset some professional services exp
PW TMRS	100-52502-220-000		3,165.00	PW to offset some professional services exp
PW FICA	100-52500-220-000		3,200.00	PW to offset some professional services exp

220 - PUBLIC WORKS				
Utility Sanitation Exp	100-58100-320-000	20,100.00		Other revenue to offset increased sanitation exp
Misc. - Other Revenue	100-46108-000-000		20,100.00	Other revenue to offset increased sanitation exp
310 - FIRE				
Grant Purchases	100-55406-310-000	35,000.00		Grant rev to offset exp
Equipment Maintenance	100-54300-310-000	20,000.00		Equipment Maintenance exp
Salaries - Overtime	100-52804-310-000	33,000.00		Overtime exp
Fire Donations	100-43102-000-000		1,000.00	Donations to offset exp
County Fire Rev	100-42200-000-000		16,500.00	Additional rev to offset exp
County EMS Rev	100-42100-000-000		9,000.00	Additional rev to offset exp
Fire Billing Rev	100-46101-000-000		2,500.00	Additional rev to offset exp
ARPA Funds	100-47102-000-000		59,000.00	
320 - POLICE				
Salaries	100-52800-320-000	14,700.00		SRO additional revenue to cover salary
Salaries - Overtime	100-52804-320-000	29,000.00		SRO additional revenue to cover salary
Salaries - Part Time	100-52805-320-000	1,000.00		SRO additional revenue to cover salary
Unemployment Comp	100-52900-320-000	4,200.00		SRO additional revenue to cover salary
SRO Revenue	100-42300-000-000		19,900.00	SRO additional revenue to cover salary
ARPA Funds	100-47102-000-000		29,000.00	
340 - CODE ENFORCEMENT				
Professional Services	100-56113-340-000	2,800.00		Exp savings to offset additional prof. services exp
Computer Prog. Savings	100-50114-340-000		1,500.00	Exp savings to offset additional prof. services exp
City Secretary Exp Savings	100-50150-140-000		1,300.00	City Secretary exp savings
350 - ANIMAL CONTROL				
Salaries - Overtime	100-52804-350-000	6,400.00		ARPA funds to offset salary exp
ARPA Funds	100-47102-000-000		6,400.00	ARPA funds to offset salary exp
360 - COURT				
Court - Computer Program & M/A	100-50114-360-000	8,500.00		Tyler Technologies
Court Technology Fee	100-44102-000-000		8,500.00	Tyler Technologies
410 - CIVIC CENTER				
Minor Equipment	100-50144-410-000	5,500.00		Minor equipment exp
Building Maintenance	100-54100-410-000	1,500.00		Building supplies exp
Misc. - Other Revenue	100-46108-000-000		7,000.00	Other revenue to offset exp

420 - LIBRARY				
Library Capital	100-58100-420-000	28,338.00		Circulation desk & A/C units replaced
Library Supplies	100-50137-420-000	2,000.00		Library supplies
Insurance Proceeds	100-46104-000-000		30,338.00	Insurance to offset expenses
Salaries - Part Time	100-52805-420-000	5,400.00		Finance to offset salary exp
Finance Salary Savings	100-52800-120-000		5,400.00	Finance to offset salary exp
510 - FLEET				
Maintenance Garage	100-50136-510-000	10,000.00		Lease payment
Gas, Oil & Lube	100-54501-510-000	70,000.00		Gas expense
Vehicle Maintenance Savings	100-54500-510-000		23,000.00	Vehicle maintenance savings to offset exp
Insurance Proceeds	100-46104-000-000		49,000.00	Insurance to offset expenses
ARPA Funds	100-47102-000-000		8,000.00	To offset lease payment
Total General Fund		506,128.00	506,128.00	

WATER/SEWER FUND

230 - WATER				
Capital Expenditures	500-58100-230-000	1,700,000.00		TWDB exp to be reimbursed
Reserve/TWDB	500-46000-000-000		1,700,000.00	TWDB exp to be reimbursed
ARPA Expenditures	500-58204-230-000	405,184.84		ARPA Funds to offset exp
ARPA Funds	500-47102-000-000		405,184.84	ARPA Funds to offset exp
240 - SEWER				
Wastewater Treatment	500-50174-240-000	147,000.00		Wastewater Treatment exp
Sewer Fees	500-41304-000-000		147,000.00	Sewer Fees to offset wastewater treatment exp
Total Water /Sewer Fund		2,252,184.84	2,252,184.84	

DEBT SERVICE FUND

100 - DEBT				
Interest Expense	300-51301-100-000	4,000.00		Interest rev to offset expense
Interest Revenue	300-45100-000-000		4,000.00	Interest rev to offset expense
Total Debt Service Fund		4,000.00	4,000.00	

4A SALES TAX - STREET IMPROVEMENT FUND

000 - Non-Departmental				
Capital Expenditures	203-58700-000-000	196,000.00		Street project capital expense
Reserve	203-30100-000-000		196,000.00	
Total Street Improvement Fund		196,000.00	196,000.00	

2020 CO ISSUE CONSTRUCTION FUND

310 - FIRE/DISPATCH				
Computer Prog M&A	401-50114-310-000	18,000.00		Computer equip & prog for Fire/Dispatch project
Minor Equipment	401-50144-310-000	4,000.00		Minor equip for Fire/Dispatch project
Capital Expenditures	401-58100-310-000	338,000.00		Fire/Dispatch project capital expense
Reserve	401-30100-000-000		360,000.00	
410 - CIVIC CENTER				
Computer Prog M&A	401-50114-410-000	15,000.00		Computer equip & prog for Civic Center project
Professional Services	401-56113-410-000	2,000.00		Professional services for Civic Center project
Capital Expenditures	401-58100-410-000	1,800,000.00		Civic Center project capital expense
Reserve	401-30100-000-000		1,817,000.00	
Revenue - County ARPA Funds	401-47300-000-000		645,608.00	ARPA Funds Revenue
Reserve	401-30100-000-000	645,608.00		
Total 2020 CO Issue Construction Fund		2,822,608.00	2,822,608.00	

General Fund Reserve Total			-	
Water/Sewer Fund Reserve - TWDB Reimbursement Total			1,700,000.00	
Debt Service Fund Reserve Total			-	
Street Improvement Fund Reserve Total			196,000.00	
2020 CO Issue Construction Fund Reserve Total		645,608.00	2,177,000.00	
ARPA Funds Total			507,584.84	
Other Offset Amount Total			1,200,336.00	

TOTAL ALL FUNDS		5,780,920.84	5,780,920.84	
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JOB DESCRIPTION
Effective Date: _____



Title: Emergency Communications Specialist	FLSA Status: Non-Exempt
Department: Communications	Essential Status: Essential
Division: None	Pay Scale E
Reports to: Director of Communications	

BRIEF DESCRIPTION:

To direct police, fire, and EMS personnel in calls for service.

ORGANIZATIONAL RELATIONSHIPS:

1. Reports to: Director of Communications
2. Directs: None
3. Other: Deals with general public, public safety employees, and local officials.

GENERAL STATEMENT:

This is a responsible position for monitoring emergency radios, telephones, and TLETS II for pertinent information and dispatching appropriate personnel on calls.

EXAMPLES OF WORK:

- Maintain and monitor radio communications with public safety units on a constant basis.
- Receive and direct telephone calls and dispense information and messages.
- Answer emergency phones lines and obtain necessary information about complaints or emergencies.
- Type, file, and maintain various dispatch logs, records, correspondence, notices, and complaints.
- Monitor various public safety radio frequencies.
- Direct appropriate emergency units on calls.
- Receive and send information via TLETS II.
- Receive and receipt monies for bonds, fines, and fees.
- Provide general information to the public regarding laws, ordinances, impounded vehicles, and directions.
- Receive telephone calls and visitors with professional courtesy, attentiveness, and concern.
- Perform other such duties and activities as may be assigned.



JOB DESCRIPTION
Effective Date: _____



REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to transmit radio communications in a clear, distinct, unemotional and impersonal tone of voice during routine or emergency conditions.
- Ability to operate a calculator and a computer system.
- Ability to type accurately.
- Ability to interact with the general public and other departments.
- Ability to maintain confidentiality.
- Ability to follow instruction, safety practices, and standard operating procedures in performing assignments
- Ability to conduct themselves within a set of values and accepted standards

CERTIFICATIONS AND LICENSES REQUIRED:

High School Diploma or equivalent

Applicable valid Texas Driver’s License

Must be bondable

Must attend state required courses within one (1) year of employment

SIGNATURE – REVIEW & COMMENTS:

The above statements describe the general nature and level of work being performed as of the date of preparation and approval. They are not to be construed as an exhaustive list of all responsibilities, duties and skills required of the position. Employees holding this position will be required to perform any other job-related duties as requested by management. The job description does not constitute an employment agreement between the employer and employee, and all requirements are subject to possible modification to reasonably accommodate individuals with disabilities.

I have reviewed this job description and received a copy:

Signature of Employee

Date



CITY OF EVERMAN
212 North Race Street Everman, TX 76140
STAFF REPORT

AGENDA TITLE: Approve Allocation of \$90,000 in ARPA funds for the electrical overhaul of the Columbine Well Site

MEETING DATE: 02/21/2023

PREPARED BY: C. W. Spencer

RECOMMENDED ACTION:

Approval

BACKGROUND INFORMATION:

The Columbine Well Site construction is now complete and are ready to be put into operation. Previously, the City Council approved allocation of ARPA funds to provide for electrical overhaul of all city well sites. The Columbine Well Site was not included in previous allocations as it was under construction with the additional well. The Columbine Well Site is the only well site that has not had electrical improvements performed.

Staff is requesting that City Council approve the allocation of \$90,000 of ARPA funds to perform major electrical overhaul of the site. This work will increase the reliability of the City of Everman water system, minimize expensive maintenance cost of the current, dilapidated, system.

FISCAL IMPACT:

\$90,000 - American Rescue Plan Act Funds

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-02-03**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICES WITH TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tarrant County Emergency Services District No. One has previously received emergency dispatch services from Tarrant County Fire Alarm Center; and

WHEREAS, Tarrant County Fire Alarm Center will no longer be offering or providing those services; and

WHEREAS, effective March 1, 2023, Tarrant County Emergency Services District No. One desires to contract with the City of Everman, through an interlocal cooperation agreement, for the City to provide the needed emergency dispatch services on the terms and conditions stated therein; and

WHEREAS, the City Council finds it to be in the public interest to approve the interlocal cooperation agreement with Tarrant County Emergency Services District No. One;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, THAT:

SECTION 1. The City Council of the City of Everman hereby approves the Interlocal Cooperation Agreement for Emergency Dispatch Services attached hereto and incorporated herein by this reference as Exhibit "A".

SECTION 2. The City Manager is authorized to execute the Interlocal Cooperation Agreement, in substantially the form of the attached Exhibit "A", and all related documents necessary for carrying out the terms of that Interlocal Cooperation Agreement.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the _____ day of February, 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(021323vwtTM133585)

Exhibit A
[Interlocal Cooperation Agreement for Emergency Dispatch Services with Tarrant County
Emergency Services District No. One]

THE STATE OF TEXAS §
§
§
COUNTY OF TARRANT §

City of Everman, Texas –
Interlocal Cooperation Agreement
for Emergency Dispatch Services

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, (“DISTRICT”), and the CITY OF EVERMAN, TEXAS, operating and sometimes referred to as TARRANT COUNTY REGIONAL COMMUNICATIONS or TCRC, (“CITY”), each authorized to provide emergency services to the unincorporated areas of Tarrant County, enter into the following Interlocal Cooperation Agreement (“Agreement”) for emergency dispatch services. DISTRICT and CITY may each be referred to herein as a “party” and together as the “parties”. The Parties agree as follows:

Section 1: CITY Responsibilities

The CITY hereby agrees to:

- A. Provide such services as are necessary to maintain for DISTRICT 24-hour per day dispatching service for fire departments located in the unincorporated areas of Tarrant County, including provision of services to Eagle Mountain Fire Department, Rendon Fire Department, Briar-Reno Fire Department and the Tarrant County Fire Marshal’s Office.
- B. Operate and staff a communications center capable of receiving both 9-1-1 and other emergency calls for fire, rescue and emergency medical services from unincorporated areas served under contract with DISTRICT.
- C. Promptly dispatch to service providers all such emergency calls received, by the most expedient means provided by the appropriate service provider for the receipt of emergency calls. Each service provider shall purchase, install, and maintain at its sole cost and expense a radio base station and repeater link in order for the CITY to dispatch calls by radio to said provider.
- D. Provide 24-hour per day recording of all 9-1-1 and other incoming emergency calls and all outgoing dispatch communications to all entities contracting with DISTRICT and to retain such recordings for a period of not less than fourteen (14) days. Such recording shall be made available to DISTRICT or any of its contract service providers upon request.
- E. Establish a Tarrant County Regional Communications (“TCRC”) Advisory Board to provide skills, guidance, and knowledge and to be composed of representatives of CITY’s and DISTRICT’S client departments/cities. The DISTRICT will appoint one member to the Board.
- F. Provide or make available the following:
 - 1. Monthly reports of all calls received and dispatched for DISTRICT and its contract service providers, such reports to include time, date, location and nature of said calls, within fifteen days of the end of each month. Further, CITY agrees to maintain and update at least quarterly information regarding the financial status and operating

expenses of CITY to submit on a quarterly basis, a report on the financial status and operating expenses of TCRC.

2. Copies of all operating procedures, policies, and/or detailed call reports upon request.
3. Public notice of all meetings of the Advisory Board at least 72 hours in advance of the meeting.
4. Copies of minutes of meetings of the Advisory Board within 30 days after such meeting of the Board.
5. Annual list of Advisory Board members. The DISTRICT will receive notice of any resignations or appointments within 30 days of the change.
6. Annual budget request, including revenue projections, by July 15th for the next fiscal year beginning October 1st.
7. CITY agrees to provide a copy of the current annual audit for the City of Everman.

Section 2: District Responsibilities

The DISTRICT hereby agrees to:

- A. Provide necessary maps, street information and such other information to assist CITY to dispatch calls as undertaken hereby.
- B. Facilitate the delivery to and dispatch from CITY of such calls as are the subject of this undertaking by whatever means available to it.
- C. Pay to CITY the sum of TWO HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$245,000.00) for the term running March 1, 2023 to September 30, 2023, in monthly installments of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) and as nearly as possible to the end of each monthly period CITY has provided such service and, for any renewal term, pay the sum of FOUR HUNDRED AND TWENTY THOUSAND DOLLARS (\$420,000.00) for the period running October 1, 2023 to September 30, 2024, in monthly installments of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) and as nearly as possible to the end of each monthly period CITY has provided such service..

Section 3: Term

This Agreement will be in full force and effect for and during the period beginning March 1, 2023 and ending September 30, 2024. Regarding response purposes, this Agreement will remain in force until the 2024-25 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2024 and expiring September 30, 2025, under the same terms and conditions or until sixty (60) days after September 30, 2024, whichever occurs first. .

Section 4: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Board of Emergency Commissioners. CITY and DISTRICT understand and agree that DISTRICT'S funding for this Agreement is dependent upon taxation of property located within DISTRICT and that therefore this Agreement is dependent upon DISTRICT'S continued existence and the availability of current tax funds. DISTRICT agrees to notify CITY immediately upon receipt of any information indicating that DISTRICT may not have current tax funds available to fund payments hereunder.

Section 5: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY'S equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and such condition is adversely affecting or reasonably may be expected to adversely affect the provision of services under this Agreement, the CITY will authorize a re-inspection by the DISTRICT and DISTRICT will perform said re-inspection within fifteen (15) days of the CITY'S written notification to the DISTRICT that the equipment is in operating condition and that the condition of the equipment is not adversely affecting provision of services under this Agreement. In the event such re-inspection reveals that the equipment is not in the required operating condition, DISTRICT will have cause for terminating this Agreement and CITY will issue a refund to DISTRICT for one month of service at the monthly rate stated in Section 2(C) of this Agreement.

Section 6: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 7: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 8: Liability

The parties agree that each Party shall be responsible for its own acts and/or omissions in connection with the furnishing of services under this Agreement and provision of any related emergency services. CITY and DISTRICT agree to the extent permitted by law, to indemnify, save, hold harmless, and defend each other, and their respective agents, officers, officials, and employees, from all liabilities, claims, causes of action, costs and expenses for injury to persons or property or death of any persons resulting from the failure of the equipment associated with the services provided by the indemnifying Party under this Agreement or in association therewith. Neither party waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental

powers and functions.

Section 9: Law Governing

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This agreement shall be performable and all compensation payable in Tarrant County, Texas and the parties agree that venue for any cause of action related to this Agreement or the obligations hereunder shall be in the state district courts of Tarrant County, Texas for a cause of action filed in state court or the Fort Worth Division of the Northern District of Texas for a cause of action filed in federal court.

Section 10: Termination

CITY retains the right to terminate without cause this Agreement on thirty (30) days written notice to the DISTRICT. DISTRICT retains the right to terminate without cause this Agreement on thirty (30) days written notice to the CITY. In the event of the cancellation, the DISTRICT will pay a prorated share of the monies due for the remainder of that month only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date.

Section 11: Severability

If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall be severed therefrom and deemed to remain valid as if said severed clause, section, section, paragraph, or portion had not been contained in the Agreement initially.

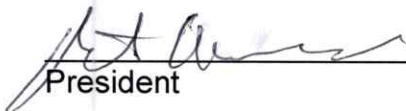
Section 12. Authority

The undersigned officers or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies that any necessary resolutions or approvals extending said authority have been duly granted.

WITNESS the signatures of the respective parties hereto this the 14th day of February, 2023

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1

CITY OF EVERMAN, TEXAS



President

Authorized Official

ATTEST:

ATTEST:



Secretary/Treasurer

Secretary

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-02-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A FIRST AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT FOR WICHITA STREET WIDENING PROJECT WITH THE CITY OF FOREST HILL, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code (the Texas Interlocal Cooperation Act) provides for the cooperation between local governmental bodies; and

WHEREAS, pursuant to that Act, the City of Forest Hill as project manager has entered into a Funding Interlocal Agreement for the Widening of Wichita Street with Tarrant County (the “County Funding Agreement”) for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program to a needed transportation project within the boundaries of the County and the City, to wit, the widening of Wichita Street from a two-lane asphalt road to a five-lane concrete road from Interstate 20 frontage road to Roy C. Brooks Boulevard (the “Project”); and

WHEREAS, the County Funding Agreement requires the City to obtain certain permissions and assurances from the City of Everman in relation to portions of the Project extending into the City of Everman; and

WHEREAS, on February 7, 2023, the City Council of the City of Everman approved an Interlocal Cooperation Agreement providing the required permissions and assurances from the City of Everman; and

WHEREAS, thereafter, the County identified certain revisions necessary to the language of the Interlocal Cooperation Agreement, which revisions do not affect the permissions and assurances from the City of Everman and which are set forth in the attached First Amended and Restated Interlocal Cooperation Agreement for Wichita Street Widening Project with the City of Forest Hill; and

WHEREAS, the City Council of the City of Everman finds that it serves the best interest of the citizens of the City of Everman to approve said First Amended and Restated Interlocal Cooperation Agreement with the City of Forest Hill.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS:

SECTION 1. The recitals and findings set forth above and adopted as true and correct and made a part hereof.

SECTION 2. The City Council of the City of Everman, Texas hereby approves the First Amended and Restated Interlocal Cooperation Agreement for Wichita Street Widening Project between the City of Everman, Texas and the City of Forest Hill, Texas, which is attached hereto and

incorporated herein as Exhibit ‘A’; and, the City Manager is hereby authorized to execute said Agreement on behalf of the City in substantially the form attached hereto as Exhibit “A”.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Everman, Texas, on this the 21st day of February 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(020923vwtTM133531)

Exhibit A
[First Amended and Restated Interlocal Cooperation Agreement
for Wichita Street Widening Project]

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**First Amended and Restated Interlocal Cooperation Agreement
for Wichita Street Widening Project**

This First Amended and Restated Interlocal Cooperation Agreement for the Wichita Street Widening Project (“Amended Agreement”) is made and entered as of the Effective Date by and between the City of Everman, Texas (“Everman”), a Texas home rule municipality, and the City of Forest Hill, Texas (“Forest Hill”), a Texas home rule municipality. Everman and Forest Hill are sometimes referred to in this Amended Agreement together as the “Parties” and each individually as a “Party.”

Recitals:

WHEREAS, a public road commonly referred to by the Parties as Wichita Street is located within the incorporated limits of the Parties; and

WHEREAS, Forest Hill has entered into that certain *Funding Interlocal Agreement for Wichita Street Widening* between Forest Hill and Tarrant County (“County”) dated and effective December 13, 2022, (“the County ILA”) setting forth the agreement between Forest Hill and County regarding the funding, right-of-way acquisition, utility relocations, and construction associated with the widening and reconstruction of Wichita Street from an existing 2-lane asphalt roadway, from IH-20 to Roy Brooks Boulevard, into a 5-lane undivided curb and gutter roadway with continuous median turn-lane and improvements that will also include drainage improvements to the north fork of South Creek and South Creek crossings with an enclosed stormwater system to minimize current flooding conditions and traffic signalization, illumination, and a 10-foot shared-use path (“the Project”); and

WHEREAS, pursuant to the provisions of the County ILA, County has agreed to provide funds up to the amount of \$11,100,000.00 for construction to be paid to Forest Hill on a reimbursement basis toward the cost of construction of the Project (this does not include up to \$700,000.00 which County will pay for right-of-way acquisitions to be conducted by County); and

WHEREAS, County is separately funding design of the Project; and

WHEREAS, the County ILA acknowledges that Forest Hill will pay \$2,390,000.00 toward the cost of the Project; and

WHEREAS, the Parties acknowledge that the cooperation of the Parties for the Project will serve the public safety and welfare of the citizens of both Forest Hill and Everman; and

WHEREAS, the Parties desired to set forth their agreement regarding their respective responsibilities relating to the Project as required by the County ILA; and

WHEREAS, the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended) authorizes Texas municipalities and other local governments to contract with one

another to perform governmental functions and services, including all or part of a function or service in public health and welfare, streets, roads, drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, on February 7, 2021, the City of Forest Hill and the City of Everman approved and entered into an Interlocal Agreement for Wichita Street Widening Project (the “Agreement”); and

WHEREAS, thereafter certain amendments to the language of the Agreement were deemed necessary by the County, the same being set forth in this First Amended and Restated Interlocal Agreement for Wichita Street Widening Project;

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that this First Amended and Restated Interlocal Agreement for Wichita Street Widening Project is entered into by and between the City of Forest Hill and the City of Everman, to read in its entirety as follows:

Section 1. Project Construction. The Parties understand, acknowledge, and agree that construction and acceptance of the Project requires certain steps for completion, including, but not limited to, design, bidding, construction, and payment, and the same shall be in accordance with the following:

- A. The Parties understand, acknowledge, and agree that the County has contracted with DEC-North Texas, LLC, a professional engineering firm which employs professional engineers registered in the State of Texas (“Engineer”), to perform and provide the design and engineering work and other services relating to the Project, including the creation of the plans and specifications for the construction and/or installation of the Project (“the Project Plans”) and that Engineer will present Project Plans to Forest Hill for review and approval.
- B. Forest Hill shall not authorize approval of and/or changes to the Project Plans which either (i) change any portion of the Project located within Everman’s incorporated limits or (ii) which will result in a change order that increases the time for construction of the Project without the prior written consent of Everman.
- C. The Parties acknowledge that once the Project Plans are complete, Forest Hill will competitively procure and award the contract for the Project to the Contractor selected (the “Contractor”), all in accordance with state law. Forest Hill represents and warrants that the process for selecting the Contractor to construct the Project shall be in compliance with the requirements for obtaining competitive bids for public works projects. In reliance on the foregoing representation, Everman hereby consents to and approves the awarding of the contract for the Project.
- D. The Parties agree that the construction contract to be awarded for the Project and executed by Forest Hill and the Contractor shall at all times require and provide, among other things, that:

- (1) The Contractor shall obtain from each of the Parties all permits required by the respective Party to construct the Project and comply with all applicable ordinances, codes, rules and regulations of the Party in whose incorporated limits the applicable portion of the Project is being performed;
- (2) For any change order affecting a portion of the Project located within Everman’s incorporated limits, such change order, to be effective, shall require the signature of both Everman and Forest Hill. If approval by one Party of some item or matter is required hereunder or is requested by the other Party, the Party to whom the request is made will not unreasonably withhold, delay, or condition its response to such request;
- (3) All insurance policies held by the Contractor that are endorsed to name Forest Hill as an additional insured shall also name Everman as an additional insured;
- (4) Indemnity obligations of the Contractor that are made in favor of Forest Hill (and its officials, officers, employees, and agents) shall also be made in favor of Everman (and its respective officials, officers, employees, and agents); and
- (5) The performance bond and payment bond provided by the Contractor in accordance with law, shall name Everman, in addition to Forest Hill, as a beneficiary on such bonds.

E. Everman hereby agrees that County may and by this Agreement provides authority to County to acquire rights-of-way located within Everman’s incorporated limits for the Project and agrees that it will accept conveyance of the rights-of-way from County.

F. Everman hereby agrees that Forest Hill may and by this Agreement provides Forest Hill with authority to make the improvements to Wichita Street within Everman’s incorporate limits.

G. Upon the completion of the Project, Everman will be given such plans, drawings, materials, and other documents as are applicable to the portion of the Project located with Everman’s incorporated limits.

Section 2. Representatives. Each Party will designate in writing to the other Party a representative to represent the respective Party in connection with and regarding this Agreement. As of the Effective Date, for Forest Hill, that person is the Interim City Manager Venus Wehle, or her designee and for the City of Everman, that person is City Manager Craig Spencer or his designee. These designations may be changed at any time by the respective Party by providing notice to the other Party.

Section 3. Miscellaneous.

A. *Payment from Current Revenues.* Each Party paying for the performance of the governmental functions and services described in this Agreement shall make those payments from current revenues available to the paying Party.

B. *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Forest Hill:

City of Forest Hill
3219 E. California Pkwy
Forest Hill, Texas 76119
Attn: City Manager

To Everman:

City of Everman
121 N. Race Street
Everman, Texas 76102
Attn: City Manager

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

C. *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Tarrant County, Texas, which courts shall have exclusive jurisdiction for such purpose.

D. *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or intentional acts or omissions in the course of performance of this Agreement.

E. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

F. *Relationship.* It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto

G. *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

H. *Exhibits; Recitals.* All exhibits, if any, to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

I. *Amendment.* This Agreement may be only be amended by the mutual written agreement of the Parties.

J. *Headings; "Includes."* The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

K. *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

L. *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

M. *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

N. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

O. *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

P. *Effective Date.* This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties (“the Effective Date”).

(Signatures on Following Pages)

City of Everman Signature Page

SIGNED AND AGREED this _____ day of _____, 2023.

CITY OF EVERMAN, TEXAS

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney

City of Forest Hill Signature Page

SIGNED AND AGREED this ____ day of _____, 2023.

CITY OF FOREST HILL

By: _____
Venus Wehle, Interim City Manager/

ATTEST

Amy Anderson, City Secretary

APPROVED AS TO FORM

Courtney Goodman-Morris, Asst. City Attorney

CITY OF EVERMAN, TEXAS

ORDINANCE NO. 793

AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS AUTHORIZING AND CALLING FOR THE MAY 6, 2023 GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF COUNCILMEMBER PLACES 1, 3, AND 5; AUTHORIZING A JOINT ELECTION WITH OTHER TARRANT COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY; PROVIDING A RUNOFF DATE; PROVIDING AN EFFECTIVE DATE.

Whereas, the General Election for City Council members of the City of Everman is required to be held on May 6, 2023, at which time the qualified voters will elect persons to fill the offices of City Council Places 1, 3, and 5; and

Whereas, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Tarrant County, Texas; and

Whereas, the City Council of the City of Everman finds it to be in the public interest to call the foregoing election and to enter into a contract with Tarrant County to conduct said election jointly with other Tarrant County governmental entities;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, THAT:

Section 1. A general municipal election is hereby ordered to be held to elect the officers of City Council Places 1, 3, and 5 to serve until May of 2027 or until their successors are duly elected and qualified. Such election shall be held at the Everman Civic Center, 213 North Race Street, Everman, Texas on the 6th day of May 2023 from 7:00 a.m. until 7:00 p.m.

Section 2. The election will be conducted jointly with other political subdivisions in Tarrant County on May 6, 2023, pursuant to Chapter 31 and 271, Texas Election Code and Joint Election Agreement and Election Services Contract by and between the City of Everman, Tarrant County, and other political subdivisions (the "Joint Elections Agreement").

Section 3. Qualified persons may file as candidates by filing applications at the Office of the City Secretary from 8:00 a.m. until 5:00 p.m. beginning January 18, 2023 and through February 17, 2023.

Section 4. The election precinct and polling place of said election shall be as follows:

City Voting Precinct

Everman Civic Center
213 North Race Street

Everman, TX 76140

Election polls shall open on Election Day at 7:00 a.m. and close at 7:00 p.m.

Section 5. The following provisions apply to early voting:

- A. Early Voting By Personal Appearance. Early voting by personal appearance will be held jointly with other Tarrant County public entities at the Tarrant County Main Early Voting Sites beginning Monday April 24, 2023 and continuing through Tuesday, May 2, 2023 at the locations and times set forth below:

Main Early Voting Polling Sites

Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111

Everman Civic Center
213 North Race Street
Everman, Texas 76140

Dates and Times for Early Voting by Personal Appearance

Early voting hours shall be:

- Monday, April 24, through Friday, April 28, 2023; 8:00 a.m. – 5:00 p.m.
- Saturday, April 29, 2023 from 7:00 a.m. – 7:00 p.m.
- Sunday, April 30, 2023 from 10:00 a.m. – 4:00 p.m.
- Monday, May 1, through Tuesday, May 2, 2023 from 7:00 a.m. – 7:00 p.m.

- B. Early Voting by Mail: The Tarrant County Elections Administrator (“Elections Administrator”) is hereby designated as the Early Voting Clerk for the General Election. Applications for early voting by mail may be delivered to the Elections Administrator at the following address:

Early Voting Clerk
P.O. Box 961011
Fort Worth, Texas 76161-0011

Not earlier than January 1, 2023 and not later than close of business on April 25, 2023, if delivered in person, and if delivered by mail. Early voting ballots shall be mailed to the Elections Administrator at the same address.

- C. Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board established by Tarrant County under the terms of the Joint Elections Agreement and Section 87.001 of the Texas Election Code.

Section 6: Appointment of Election Judge and Alternate Election Judge: The Presiding Judge and Alternate Presiding Judge shall be appointed by Tarrant County as authorized by Chapter 271 of the Election Code.

Section 7: The election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 8. In the event no candidate for one of the offices to be elected in the foregoing election receives a majority of all votes cast for all candidates for such office, a runoff election shall be called for such office as provided for by the Charter of the City and the State Election Code.

Section 9. The City Manager is hereby authorized to negotiate and execute a contract for the joint election and election services with Tarrant County.

Section 10. The City Secretary is hereby authorized and directed to file, publish, and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with this election.

Section 11. This ordinance shall become effective immediately upon adoption by the City Council of the City of Everman, Texas.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TARRANT COUNTY, TEXAS THIS THE 21ST DAY OF FEBRUARY 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

APPROVED AS TO FORM:

**Mindi Parks
City Secretary**

John D. Oliver, Asst. City Attorney

ORDINANCE NO. 794

AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING ORDINANCE 774, TOTAL APPROPRIATIONS BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING A REPEALER CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 17th, 2022, the City Council approved its Budget Ordinance for the 2021-2022 Fiscal Year;

WHEREAS, the City Council finds that there is a public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention and therefore makes this budget amendment and change to the Fiscal Year 2021-2022 Budget by majority vote of the City Council;

WHEREAS, the City is authorized to make this budget amendment and change to the budget by majority vote of the City Council;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes and are adopted as a part of the judgement and findings of the City Council with respect to the budget amendments described herein.

SECTION 2. The City Council of the City of Everman officially finds, determines, and declares that the City of Everman Fiscal Year 2021-2022 Budget is hereby amended and/or changed and that all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the Fiscal Year 2021-2022 are hereby ratified, and the budget Ordinance for Fiscal Year 2021-2022, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes as set forth in the attached Exhibit A, incorporated herein for all purposes.

SECTION 3. Any Ordinance, Resolution or Order previously passed and/or adopted by the City Council, or any part thereof, if found to be in conflict with the provisions of this Ordinance, shall be resolved in favor of the terms and conditions of this Ordinance, and any prior conflicting Ordinance, Resolution or Order or any part thereof, is hereby repealed to the extent of said conflict.

SECTION 4. Should any clause, phrase, sentence, paragraph, or section of this Ordinance be deemed invalid or unconstitutional by a court of competent jurisdiction, said finding shall not affect the remaining clauses, phrases, sentences, paragraphs, or sections of this Ordinance.

SECTION 5. This Ordinance shall be and become effective from and after its adoption.

PASSED AND APPROVED IN OPEN SESSION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS ON THE 21ST DAY OF FEBRUARY, 2023.

APPROVED:

Ray Richardson
Mayor

ATTEST:

Mindi Parks
City Secretary

EXHIBIT A**Final FY 2021 -2022 Budget Amendments****GENERAL FUND**

		Debit	Credit	
110 - ADMINISTRATION				
Awards, Banquets	100-50104-110-000	10,025.00		Employee gala donations to offset exp
Public Events Donations	100-43106-000-000		10,025.00	Employee gala donations to offset exp
Computer Prog M&A	100-50114-110-000	7,300.00		Computer expense/professional serv
City Secretary Exp Savings	100-50102-140-000		7,300.00	Computer expense/professional serv
Utility - Gas	100-57200-110-000	7,500.00		Utility expense higher than budgeted amount
Utility - Phone	100-57400-110-000	27,000.00		Utility expense higher than budgeted amount
Contingency Reserve	100-55000-110-000		25,000.00	Utility expense higher than budgeted amount
City Secretary Exp Savings	100-50104-140-000		2,000.00	Utility expense higher than budgeted amount
City Secretary Exp Savings	100-50117-140-000		7,500.00	Utility expense higher than budgeted amount
120 - FINANCE				
Property & Liability Insurance	100-50131-120-000	55,000.00		Property insurance premium increase
Audit Services	100-56100-120-000	11,000.00		Increase in audit service fees
Professional Services	100-56113-120-000	2,250.00		SAMCO Capital - financial advisory fees
Misc. - Other Revenue	100-46108-000-000		68,250.00	
City TIF Contribution	100-55200-120-000	6,500.00		TIF Contrib. increase - TIF revenue to offset
Misc. - Other Revenue	100-46108-000-000		6,500.00	TIF Contrib. increase - TIF revenue to offset
130 - HUMAN RESOURCES				
Penalty/Interest	100-55500-130-000	9,000.00		Penalty/Interest
City Secretary Exp Savings	100-52603-140-000		4,000.00	Penalty/Interest
Misc. - Other Revenue	100-46108-000-000		5,000.00	
210 - PARKS				
Parking Lot Repairs	100-58500-210-000	45,065.00		Pittman Park parking lot
Salaries	100-52800-210-000	12,250.00		Salary & benefits were budgeted in Public Works
Insurance - Health	100-52603-210-000	9,300.00		Salary & benefits were budgeted in Public Works
Professional Services	100-56113-210-000	6,500.00		PW to offset some professional services exp
PW Salary	100-52800-220-000		59,250.00	PW to offset some professional services exp
PW Health	100-52603-220-000		7,500.00	PW to offset some professional services exp
PW TMRS	100-52502-220-000		3,165.00	PW to offset some professional services exp
PW FICA	100-52500-220-000		3,200.00	PW to offset some professional services exp

220 - PUBLIC WORKS				
Utility Sanitation Exp	100-58100-320-000	20,100.00		Other revenue to offset increased sanitation exp
Misc. - Other Revenue	100-46108-000-000		20,100.00	Other revenue to offset increased sanitation exp
310 - FIRE				
Grant Purchases	100-55406-310-000	35,000.00		Grant rev to offset exp
Equipment Maintenance	100-54300-310-000	20,000.00		Equipment Maintenance exp
Salaries - Overtime	100-52804-310-000	33,000.00		Overtime exp
Fire Donations	100-43102-000-000		1,000.00	Donations to offset exp
County Fire Rev	100-42200-000-000		16,500.00	Additional rev to offset exp
County EMS Rev	100-42100-000-000		9,000.00	Additional rev to offset exp
Fire Billing Rev	100-46101-000-000		2,500.00	Additional rev to offset exp
ARPA Funds	100-47102-000-000		59,000.00	
320 - POLICE				
Salaries	100-52800-320-000	14,700.00		SRO additional revenue to cover salary
Salaries - Overtime	100-52804-320-000	29,000.00		SRO additional revenue to cover salary
Salaries - Part Time	100-52805-320-000	1,000.00		SRO additional revenue to cover salary
Unemployment Comp	100-52900-320-000	4,200.00		SRO additional revenue to cover salary
SRO Revenue	100-42300-000-000		19,900.00	SRO additional revenue to cover salary
ARPA Funds	100-47102-000-000		29,000.00	
340 - CODE ENFORCEMENT				
Professional Services	100-56113-340-000	2,800.00		Exp savings to offset additional prof. services exp
Computer Prog. Savings	100-50114-340-000		1,500.00	Exp savings to offset additional prof. services exp
City Secretary Exp Savings	100-50150-140-000		1,300.00	City Secretary exp savings
350 - ANIMAL CONTROL				
Salaries - Overtime	100-52804-350-000	6,400.00		ARPA funds to offset salary exp
ARPA Funds	100-47102-000-000		6,400.00	ARPA funds to offset salary exp
360 - COURT				
Court - Computer Program & M/A	100-50114-360-000	8,500.00		Tyler Technologies
Court Technology Fee	100-44102-000-000		8,500.00	Tyler Technologies
410 - CIVIC CENTER				
Minor Equipment	100-50144-410-000	5,500.00		Minor equipment exp
Building Maintenance	100-54100-410-000	1,500.00		Building supplies exp
Misc. - Other Revenue	100-46108-000-000		7,000.00	Other revenue to offset exp

420 - LIBRARY				
Library Capital	100-58100-420-000	28,338.00		Circulation desk & A/C units replaced
Library Supplies	100-50137-420-000	2,000.00		Library supplies
Insurance Proceeds	100-46104-000-000		30,338.00	Insurance to offset expenses
Salaries - Part Time	100-52805-420-000	5,400.00		Finance to offset salary exp
Finance Salary Savings	100-52800-120-000		5,400.00	Finance to offset salary exp
510 - FLEET				
Maintenance Garage	100-50136-510-000	10,000.00		Lease payment
Gas, Oil & Lube	100-54501-510-000	70,000.00		Gas expense
Vehicle Maintenance Savings	100-54500-510-000		23,000.00	Vehicle maintenance savings to offset exp
Insurance Proceeds	100-46104-000-000		49,000.00	Insurance to offset expenses
ARPA Funds	100-47102-000-000		8,000.00	To offset lease payment
Total General Fund		506,128.00	506,128.00	

WATER/SEWER FUND

230 - WATER				
Capital Expenditures	500-58100-230-000	1,700,000.00		TWDB exp to be reimbursed
Reserve/TWDB	500-46000-000-000		1,700,000.00	TWDB exp to be reimbursed
ARPA Expenditures	500-58204-230-000	405,184.84		ARPA Funds to offset exp
ARPA Funds	500-47102-000-000		405,184.84	ARPA Funds to offset exp
240 - SEWER				
Wastewater Treatment	500-50174-240-000	147,000.00		Wastewater Treatment exp
Sewer Fees	500-41304-000-000		147,000.00	Sewer Fees to offset wastewater treatment exp
Total Water /Sewer Fund		2,252,184.84	2,252,184.84	

DEBT SERVICE FUND

100 - DEBT				
Interest Expense	300-51301-100-000	4,000.00		Interest rev to offset expense
Interest Revenue	300-45100-000-000		4,000.00	Interest rev to offset expense
Total Debt Service Fund		4,000.00	4,000.00	

4A SALES TAX - STREET IMPROVEMENT FUND

000 - Non-Departmental				
Capital Expenditures	203-58700-000-000	196,000.00		Street project capital expense
Reserve	203-30100-000-000		196,000.00	
Total Street Improvement Fund		196,000.00	196,000.00	

2020 CO ISSUE CONSTRUCTION FUND

310 - FIRE/DISPATCH				
Computer Prog M&A	401-50114-310-000	18,000.00		Computer equip & prog for Fire/Dispatch project
Minor Equipment	401-50144-310-000	4,000.00		Minor equip for Fire/Dispatch project
Capital Expenditures	401-58100-310-000	338,000.00		Fire/Dispatch project capital expense
Reserve	401-30100-000-000		360,000.00	
410 - CIVIC CENTER				
Computer Prog M&A	401-50114-410-000	15,000.00		Computer equip & prog for Civic Center project
Professional Services	401-56113-410-000	2,000.00		Professional services for Civic Center project
Capital Expenditures	401-58100-410-000	1,800,000.00		Civic Center project capital expense
Reserve	401-30100-000-000		1,817,000.00	
Revenue - County ARPA Funds	401-47300-000-000		645,608.00	ARPA Funds Revenue
Reserve	401-30100-000-000	645,608.00		
Total 2020 CO Issue Construction Fund		2,822,608.00	2,822,608.00	

General Fund Reserve Total			-	
Water/Sewer Fund Reserve - TWDB Reimbursement Total			1,700,000.00	
Debt Service Fund Reserve Total			-	
Street Improvement Fund Reserve Total			196,000.00	
2020 CO Issue Construction Fund Reserve Total		645,608.00	2,177,000.00	
ARPA Funds Total			507,584.84	
Other Offset Amount Total			1,200,336.00	

TOTAL ALL FUNDS		5,780,920.84	5,780,920.84	
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