



# EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, June 10, 2025 at 6:00 PM

213 North Race Street Everman, TX 76140

## AGENDA

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**1. MEETING CALLED TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. CONSENT AGENDA**

**5. PRESENTATIONS**

A. Proclamation - Honoring and Celebrating the 250th Birthday of the United States Army

**6. CITIZEN'S COMMENTS**

**7. DISCUSSION ITEMS**

A. Consideration of an Ordinance that would establish a permit procedure and requirements for solicitors within the City of Everman

B. Updated website for the City of Everman

**8. CONSIDERATION AND POSSIBLE ACTION**

A. RESOLUTION NO. 2025-06-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) FROM STREET IMPROVEMENT TAX FUNDS FOR PROFESSIONAL SERVICES TO BE PROVIDED BY TEAGUE NALL AND PERKINS, INC. FOR THE RACE STREET CULVERT BRIDGE ANALYSIS AND DESIGN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

B. RESOLUTION NO. 2025-06-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE RECONSTRUCTION OF WICHITA STREET FROM BELL STREET TO ENON AVENUE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**9. EXECUTIVE SESSION**

A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney related to Cause No. 067-364940-25; Earlene Wilson vs. Rollamania, LLC., the City of Everman Fire Department, et al.

**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 June 6, 2025.

/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/](http://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](mailto: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.*

## DIVISION 1. - PURPOSE, DEFINITIONS, SOLICITATION AND HANDBILLS

Section 7, ItemA.

## Sec. 18-481. - Purpose and intent.

The purpose of this chapter is to secure the general health, safety and welfare for the residents of the city by:

- (1) Prohibiting door-to-door solicitation activity and handbill distribution at residences during the times when such activity is most intrusive and disruptive to citizens' privacy;
- (2) Regulating the locations in which solicitation activity and handbill distribution may occur to promote safety and minimize congestion;
- (3) Regulating the manner in which any solicitation activity and handbill distribution may occur to promote good order and protect citizens from aggressive and intimidating practices; and
- (4) Requiring solicitors to obtain permits from the city to aid crime detection and deter deceptive practices and fraud.

(Ord. No. 3077, § 1, 10-26-2009; Ord. No. 3700, § 1, 8-9-2021)

## Sec. 18-482. - Definitions.

In this chapter, the terms listed below shall have the following meaning:

*Charitable purpose* means the use of money or property for the benefit of:

- (1) Charity or philanthropy, or poor, impoverished, destitute, underprivileged, needy, refugee, diseased, injured, crippled, disabled, or handicapped persons, or persons in need of rehabilitation;
- (2) Patriotism, that is, for the teaching of patriotism or the relief or assistance of veterans or veteran's organizations; or
- (3) Existing educational institutions or for the establishment or endowment of educational institutions or in aid of the education of any person or group of persons.

*City* means the City of North Richland Hills, Texas.

*City manager* means the city manager of the city or the city manager's designated representative.

*City sponsored event* means a special event for which the city has issued a permit other than a solicitor's permit or has otherwise authorized to occur, and for which the city pays all or a portion of the costs of the event.

*Curb* means the line adjacent to the edge of the roadway which may be either a raised or lowered or a marked or unmarked surface.

*Director* means the Chief of the North Richland Hills Police Department or the director's designee or representative.

*Edible merchandise* means prepackaged, non-potentially hazardous foods such as individually packaged candy, ice cream, chips, bottled or canned drinks, or other individually packaged food that does not require strict temperature control.

*Handbill* means any printed or written material, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any manner.

*Handbill distribution activity* means traveling by foot or vehicle, going door-to-door, house-to-house, building-to-building without intentionally making person-to-person contact, to distribute or leave on or at each premises handbills for any purpose.

*Handbill distributor* means any person who distributes or causes the distribution of handbills or engages in handbill distribution activity.

*Minor* means a person under the age of 18.

*Permanent established business location* means an established place of business operating in a permanent structure on a continuous basis.

*Permanent structure* means a structure for which a certificate of occupancy has been issued.

*Public place* means any area to which the public is invited or in which the public is permitted, and includes, but is not limited to: the parking lot of any commercial establishment, the right-of-way of any street or highway, but does not include the offices or work areas of work places not entered by the public in the normal course of business.

*Roadway* means that portion of a street or highway designed, improved or ordinarily used for vehicular travel, typically delineated by curbs or the edge of the pavement.

*Selling* means to sell, dispense, peddle, hawk, display, offer to sell or solicit for sale by offering or exposing for sale any goods, wares, merchandise or services.

*Sidewalk* means the portion of a street or highway that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.

*Solicitation activities* or *solicitation activity* means the act of traveling either by foot or vehicle, going door-to-door, house-to-house, building-to-building or occupying space in or traveling on or through any public place in the city while intentionally making person-to-person contact to ask, barter or communicate in any other manner, whether orally, by written or printed materials including but not limited to handbills or leaflets, hand signing or by any other method, direct or implied, for the purpose of selling or taking orders for goods, wares, merchandise or services or collecting money for any purpose.

*Exceptions.* The term solicitation activity shall not include:

- (1) Activity of a salesperson calling upon or dealing with manufacturers, wholesalers, distributors, brokers, dealers, service providers or retailers at their place of business in the usual course of business;
- (2) Activity approved in conjunction with a city sponsored event;
- (3) Activity conducted in conjunction with a residential yard or garage sale;
- (4) Activity of a business conducted at the permanent established business location of that business;
- (5) Activity conducted with consent of the owner or person in control of the property and not conducted while traveling either by foot or vehicle, going door-to-door, house-to-house or building-to-building;
- (6) Activity for which a special use permit has been issued pursuant to the city's zoning ordinance;
- (7) Activity conducted in connection with a mass gathering event under the city's zoning ordinance;
- (8) Activity conducted at a city park pursuant to a concession agreement with the city or in accordance with applicable park ordinances and policies;
- (9) Visitation or fund raising by members of an organization from its own members;
- (10) Personal contact by individuals, political candidates or parties or their supporters seeking solely to advocate particular points of view, issues or candidates;
- (11) Persons seeking solely to promote religious views;
- (12) Handbill distribution activity;
- (13) Persons seeking solely to promote charitable purposes;
- (14) Any activity exempted from regulation by law.

*Solicitor* means a person who engages in solicitation activities.

*Solicitor's permit* or *permit* means a permit issued by the director which allows a person to conduct solicitation activities within the city.

*Street* or *highway* means the width between the boundary lines of a publicly maintained way, any part of which is open to the public for vehicular traffic.

*Structure* means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

(Ord. No. 3077, § 1, 10-26-2009; Ord. No. 3700, § 2, 8-9-2021)

Sec. 18-483. - Permit required for solicitors.

- (a) A person commits an offense if the person engages in solicitation activities in the city without first obtaining a solicitor's permit from the director.
- (b) A solicitor's permit shall be valid for six months following the date of issuance unless a shorter period is requested by the applicant.
- (c) An applicant for a solicitor's permit shall pay a permit fee at the time the application is submitted. The amount of the solicitor's permit fee shall be set forth in the schedule of fees approved by the city council.
- (d) No permit shall be required for persons under 18 years of age if engaged in fundraising activities for an organization using all profits for young people's activities or donating all profits to charities other than a sponsoring organization, nor shall a permit be required for the organization for which such young persons are soliciting.

(Ord. No. 3077, § 1, 10-26-2009; Ord. No. 3700, § 3, 8-9-2021)

Sec. 18-484. - Solicitor's permit application.

- (a) A person or organization desiring to conduct solicitation activities within the city shall make a written application on a form provided by the director for a solicitor's permit. The application shall contain the following information for each person who will be conducting solicitation activities:
  - (1) The name, driver's license or state issued identification, date of birth, phone number and permanent, and, if different, local address;
  - (2) A valid state driver's license number or a state-approved identification card number with a photograph (The director will make a photocopy and attach to the application);
  - (3) If a vehicle is used, a description of the same, together with the state where licensed, license number and the vehicle identification number;
  - (4) Except as provided by subsection 18-483(d), two photographs, measuring at least 1.5 inch x 1.5 inch and showing the head and shoulders of the person in a clear and distinguishing manner, which shall have been taken within the preceding 60 days before filing the application;
  - (5) Proof of possession of any license or permit which, under federal, state, or local laws or regulations, the person is required to have in order to conduct the proposed solicitation. Copies of all such licenses and permits shall be attached to the application;
  - (6) If the applicant is:
  - (7) The nature of solicitation activity (i.e. the merchandise to be sold or offered for sale; or the nature of the services to be furnished);
    - (i)

Employed by another, the name and physical street address (not a post office box) and telephone number of the employer together with credentials in written form establishing the authority of the employee to act for the employer;

- (ii) Acting as an agent, the name, the physical street address (not a post office box), and telephone number of the principal being represented, with credentials in written form establishing the relationship and authority of the agent to act for the principal; or
- (iii) Acting as a volunteer for a nonprofit organization, the name and physical street address (not a post office box) of the organization being represented must be provided;
- (7) The nature of solicitation activity (i.e. the merchandise to be sold or offered for sale; or the nature of the services to be furnished; or the type of pamphlets or handbills to be distributed);
- (8) The approximate time period within which the solicitation is to be made, stating the date of the beginning of the solicitation activity, its projected conclusion and the proposed dates and times of solicitation;
- (9) The names of all other cities in which the applicant has conducted solicitation activities in the past six months;
- (10) Whether the applicant will receive a payment for goods or services at the time of solicitation or will demand, accept or receive payment or the deposit of money in advance of final delivery, and if so, the amount sought or the basis for calculation of such payment;
- (11) If the applicant has pleaded guilty, or nolo contendere to, or has been convicted of a felony or misdemeanor, or any law or ordinance involving fraud, deceit, misrepresentation, a sex offense, theft, trafficking a controlled substance, illegal possession of a firearm, stalking, a crime of moral turpitude, or any act of violence against persons or property, a description of each such conviction or plea and the date of the offense;
- (12) If the applicant is an entity that sponsors or employs minors as solicitors and is submitting one application, the information set forth in subsection (a). A permit will be required for each such minor.

(Ord. No. 3077, § 1, 10-26-2009; Ord. No. 3543, § 1, 10-8-2018; Ord. No. 3700, §§ 4, 5, 8-9-2021)

Sec. 18-485. - Solicitation by minors; applications.

- (a) A minor who conducts solicitation activities shall be sponsored or employed by a person over the age of 18, a corporation, company or organization. The person, company, corporation or organization that is sponsoring or employing the minor(s) is responsible for the conduct of the minor and obtaining a solicitor's permit on the minor's behalf.
- (b)

Each minor 16 years of age or older who engages in solicitation activities or who is sponsored or sponsored by any person, company, corporation or organization that engages in solicitation activities shall obtain a solicitors permit as required by section 18-483.

(Ord. No. 3077, § 1, 10-26-2009; Ord. No. 3700, § 6, 8-9-2021)

Sec. 18-486. - Reserved.

**Editor's note**— Ord. No. 3543, § 2, adopted October 8, 2018, repealed § 18-486, which pertained to bond and derived from Ord. No. 3077, § 1, 10-26-2009.

Sec. 18-487. - Issuance of solicitor's permit.

- (a) The director shall approve or deny the issuance of a solicitor's permit to an applicant and notify the applicant within 30 days after receipt of the application. If the permit is denied the applicant shall be notified of this decision by mail sent to the address shown on the application. The permit shall not be approved if the director finds one or more of the following to be true:
- (1) The application for a solicitor's permit does not contain the information required by section 18-484;
  - (2) False or misleading statements are found to be included in the application for a solicitor's permit;
  - (3) The applicant, employer or principal is a person against whom a civil judgment based upon fraud, deceit, or misrepresentation has been entered within five years;
  - (4) Within five years preceding the date of the application, the applicant, employer or principal has pleaded guilty or nolo contendere to, or has within such time been convicted of, a felony or misdemeanor, or any law or ordinance involving fraud, deceit, misrepresentation, a sex offense, theft, trafficking a controlled substance, illegal possession of a firearm, stalking, a crime of moral turpitude, or any act of violence against persons or property;
  - (5) The applicant is a registered sex offender;
  - (6) Within the six months preceding the date of the application, the applicant has failed to comply with any rule, regulation or ordinance of another city or state concerning solicitation activity; or
  - (7) The applicant has an outstanding warrant of arrest for any offense described in subsection (a) (4);
- (b) If an application is denied, the reasons for denial shall be noted on the application.
- (c)



Except as otherwise provided in this chapter, the director shall issue to each approved permit holder a photo identification tag under the terms of this article. Such photo identification tag shall be worn constantly in a conspicuous place by the permit holder while conducting solicitation activities in the city.

- (d) A person commits an offense if the person wears or displays a photo identification tag issued to another person or alters a photo identification issued hereunder.

(Ord. No. 3077, § 1, 10-26-2009; Ord. No. 3543, §§ 3, 4, 10-8-2018; Ord. No. 3700, § 7, 8-9-2021)

Sec. 18-488. - Revocation or suspension of solicitor's permit.

- (a) A permit may be revoked or suspended by the director for any of the following reasons:
- (1) The director finds that any fact or event in subsection 18-487(a) is true or has become true since the application was completed; or
  - (2) The solicitor conducts solicitation activities in violation of any provision of this chapter.
- (b) Upon revocation, the director shall immediately deliver written notice to the permit holder stating the action and the reasons supporting such action. A written notice shall be delivered or mailed to the solicitor's address as shown on the application.
- (c) The director shall have the authority to seize any and all permits and photo identification tags possessed by persons conducting business as a solicitor while the official notification process is underway. At such time, all solicitation activities conducted under the authority of that permit shall cease.
- (d) Should more than one complaint be received that solicitors for any product or service have violated any of the provisions of this ordinance, the director shall immediately suspend all solicitor permits for such product or service and notify the permit holder(s) of such suspension. Unless appealed as provided by the following section, such suspension shall become a forfeiture of all such permits.

(Ord. No. 3077, § 1, 10-26-2009)

Sec. 18-489. - Appeals.

- (a) A person who is denied a solicitor's permit, or whose permit is revoked or suspended by the director, may appeal the decision to the city manager by filing a notice of appeal with the director within 15 days after the notice of decision is delivered or mailed to the address indicated on the application.
- (b) Within ten days of the receipt of the notice of appeal, the city manager shall set a time and place for a hearing on the appeal which shall be not later than 30 days from the date of receipt of the notice of appeal. The city manager may designate a person to hear such appeal.
- (c)

Notice of the time and place of the hearing shall be delivered to such person or mailed to the person at the address indicated on the application. Notice shall be sent within ten days of the receipt of the notice of appeal.

- (d) The decision of the city manager or his designee on the appeal is final. No other administrative procedures are provided by the city.

(Ord. No. 3077, § 1, 10-26-2009)

Sec. 18-490. - Regulation of solicitors; generally.

- (a) A solicitor shall identify himself as a solicitor upon approaching a person at a residence or at any other location in the city and explain his purpose, whether it be direct sales, solicitation of orders or services, or the demonstration of merchandise, or any combination of such purposes.
- (b) A person who uses a vehicle in solicitation activities shall post a sign located in a conspicuous place on the vehicle, identifying the name of the person, company or organization that the person represents. If the name is an individual person, it must be followed by the word "solicitor". The lettering on the sign must be at least two and one-half inches high.
- (c) A solicitor who holds a current City of North Richland Hills health permit is permitted to solicit for the sale of edible merchandise. Any such solicitor shall keep all articles for sale to the public in a clean and sanitary condition, as well as the wagons, vehicles, or other conveyances used in the transportation of such merchandise and shall meet all applicable federal, state and local regulations.
- (d) A solicitor commits an offense if he or she sells or offers to sell any unsound or unwholesome merchandise or give a false weight of measure to such offered for sale.
- (e) A solicitor commits an offense if he or she represents that the city or any of its employees or officials has endorsed or approved the goods or services which the solicitor is attempting to sell or take orders for.
- (f) A solicitor commits an offense if he or she attempts to contact a person at an address where a "No Solicitors" sign is posted.
- (g) A solicitor commits an offense if he or she fails to depart immediately when requested or ordered to leave.
- (h) A solicitor commits an offense if he or she fails to immediately step back from the door after knocking or ringing a doorbell and remaining at least three feet back from such door unless and until invited into the home.
- (i) It shall be an offense for a person not prominently displaying a valid permit issued to such person under this article for the purpose described in the application for such permit to engage in solicitation within the city.

(j)

It is an offense for a solicitor to solicit for the sale of any potentially hazardous food, whether packaged or unpackaged, raw or cooked, such as fish, beef, or poultry, or for the sale of fruit, produce or other unpackaged goods.

- (k) It shall be an offense for any solicitor to refuse to produce proof of identity upon the request of a police officer.

(Ord. No. 3077, § 1, 10-26-2009)

Sec. 18-491. - Solicitation in public right-of-way.

- (a) A person commits an offense if the person engages in solicitation activity within the roadway, or on any median or traffic island within the right-of-way of any street or highway within the city.
- (b) A person commits an offense if the person engages in solicitation activity by a direct transaction or exchange with the occupant of any vehicle stopped or traveling on the roadway of any street or highway in the city. An offense under this subsection occurs when the offer, solicitation or distribution is made regardless of whether a transaction is completed.
- (c) A person commits an offense if the person engages in solicitation activity on a sidewalk within the city in a manner that impedes the flow of pedestrian traffic.
- (d) It is a defense to prosecution under subsections (a) or (b) above if the person engages in solicitation activity to operate a taxi cab, mail carrier, vehicle for hire such as commercial servicing or repair of any disabled motor vehicle.
- (e) It is a defense to prosecution under subsection (a) if the person engages in solicitation activity from a vehicle in a manner that does not violate subsection 18-492(a)(1).

(Ord. No. 3077, § 1, 10-26-2009)

Sec. 18-492. - Solicitation from a vehicle.

- (a) A person commits an offense if the person conducts solicitation activities from a vehicle and:
  - (1) The solicitation is conducted at a location within the right-of-way of any street or highway in the city which is designated as an arterial or collector on the city's thoroughfare plan; or
  - (2) The person stops the vehicle within a roadway to conduct business before the vehicle has been approached, called, or waived down by a prospective customer.
- (b) A person commits an offense if the person operates a vehicle from which solicitation activities are conducted upon any street or highway within the city and the vehicle is not equipped with warning lights that are in actual operation, whether or not the vehicle is stopped or moving.
- (c) A person commits an offense if the person operates a vehicle from which solicitation activities are conducted upon any street or highway within the city in a manner that blocks or impedes access to or from any alley, street or driveway, or impedes the flow of traffic on any public street or

highway.

(Ord. No. 3077, § 1, 10-26-2009)

Sec. 18-493. - Offenses; restrictions on time for solicitors activity and handbill distribution activity.

- (a) A person commits an offense if the person engages in solicitation activity or handbill distribution activity at a residence:
  - (1) Before 9:00 a.m.; or
  - (2) After sunset as defined by the National Weather Service or 8:00 p.m., whichever is earlier on a given day.
  - (3) On Sunday, any federally designated holiday; or any day where the Department of Homeland Security has declared an orange or red state of alert.
- (b) A person commits an offense if the person engages in solicitation activity or handbill distribution activity at a premises with a posted notice that such activity is not welcomed or invited. It shall be presumed that there is notice that solicitation activity and handbill distribution activity are not welcomed or invited when there is exhibited in a conspicuous place on or near the main entrance of a premises, a sign, not less than one inch by three inches in size, containing the words "NO SOLICITORS", "NO SOLICITING," "NO TRESPASSING", "NO SOLICITORS OR HANDBILLS" or words of similar meaning.
- (c) A person commits an offense if the person engages in solicitation activities in an aggressive or intimidating manner. The term "aggressive or intimidating manner" means:
  - (1) Blocking the path of a person who is the object of the activity;
  - (2) Following behind, ahead or alongside a person who walks away from the solicitor or canvasser after being solicited, approached, accosted or offered a handbill, leaflet or any other item;
  - (3) Shouting, making any outcry, blowing a horn or whistle, or using any sound device, including any loud speaker or sound amplifying system in violation of the city's noise ordinance for the purpose of attracting attention to one's location;
  - (4) Suggesting that the person or their family is in danger or will suffer harm if they do not purchase the goods or services offered by the solicitor;
  - (5) Failing to immediately step back from the door after knocking or ringing a doorbell and remain at least three feet back from such door unless and until invited into the home.
- (d) No handbill shall be delivered to any uninhabited building.
- (e) No handbill shall be distributed or circulated in or upon any public place or outdoor area.
- (f) No handbill shall be deposited upon or in any motor vehicle unless such vehicle is occupied and the occupant expressly accepts such handbill.

(g) No handbill shall be delivered or distributed to any residential property in a manner result in such handbill being blown or drifting about or away from such property.

(h) No handbill shall be nailed, tacked, stapled, glued or taped to any door or structure or attached in any other manner which could mar or leave adhesive residue.

(Ord. No. 3077, § 1, 10-26-2009; Ord. No. 3700, § 8, 8-9-2021)

Secs. 18-494—18-500. - Reserved.

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Race St. Culvert Analysis and Clyde Pittman Park Floodplain Development Permit

**TNP PROJECT NUMBER:** EVR XXXXX

**CLIENT:** City of Everman  
Attn: Craig Spencer

**ADDRESS:** 212 North Race St.  
Everman, TX 76140

**City of Everman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:**

### Article I

**SCOPE:** The City of Everman (CITY) has requested TNP (ENGINEER) to evaluate improvements to the culverts under Race St. to maximize the level of service. The current culverts need to be replaced due to their condition. In addition, this contract includes preparing a floodplain development permit for relocation of a playground within Clyde Pittman Park.

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

### Article II

**COMPENSATION** to be on the basis of the following:

- A. The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee of **\$27,000** which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contract completed during the billing period.

	FEE	FEE TYPE
<b>BASIC SERVICES:</b>		
Survey	\$5,000	Fixed Fee
Hydraulic Modeling	\$15,000	Fixed Fee
Summary Memo/Exhibits	\$6,000	Fixed Fee
Clyde Pittman Park Floodplain Development Permit	\$1000	Fixed Fee
<b>TOTAL</b>	<b>\$27,000</b>	

- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
- Engineering design of construction documents.
  - Engineering design of retaining walls, foundations for structures, soil conditioning plans, landscape features, entry gates or screening walls.

Project Name: Race St. Culvert Analysis and Clyde Pittman Park Floodplain Development Permit  
Client: City of Everman  
TNP Project #: EVR XXXXX  
Date: 6/20/2022

- FEMA floodplain map amendments.
  - Demolition plan for removal of the existing trees or any existing structures or facilities.
  - Water and/or sanitary sewer studies or modeling.
  - Preparation of easement documents, right-of-way documents or abandonment documents.
1. Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.
  2. Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.
  3. Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.
- D. Payment Terms:** CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice:** The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-1'.

### **Article III**

**SCHEDULE:** The proposed services shall begin within 10 working days of authorization to proceed.

### **Article IV**

**CONTRACT PROVISIONS:** The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.


Approved by CLIENT:

**City of Everman**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

By:  \_\_\_\_\_  
Name: Mandy Clark, PE, CFM, AICP  
Title: Director of Water Resources  
Date: 6/20/2022

**Firm Contact Information:**

5237 N. Riverside Drive, Suite 100  
Fort Worth, Texas 76137  
817-336-5773  
Contact: Mandy Clark



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601  
Texas Board of Architectural Examiners Firm No. BR 2673



## CONTRACT PROVISIONS

### 1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in this agreement.

### 2. DIRECT EXPENSES

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

### 3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

### 4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### 5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

### 6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

### 7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

### 8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1 1/2% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

### 9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

### 10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

### 11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

### 12. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

### 13. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

### 14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

**15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY**

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

**16. OWNER RESPONSIBILITY**

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

**17. SITE VISITS**

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

**18. CHOICE OF LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

**19. DOCUMENTS**

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

**20. ATTORNEY FEES**

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**21. MISCELLANEOUS**

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## ATTACHMENT A ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services necessary for the development of the project:

### **A. SURVEY**

ENGINEER shall provide all office and field work necessary to prepare a Topographic Survey of the bridge and creek crossing along North Race Street just south of Lee Street and adjacent to Clyde Pittman Park situated in the City of Everman, Tarrant County, Texas and as shown on the attached exhibit. The Race Street bridge was surveyed with the Chambers Creek Master Drainage Study completed in 2024 and those cross sections will be used for this project. The pedestrian bridge was not surveyed and that survey is included in this project.

A minimum of two (2) benchmarks shall be established within or near the survey corridor for use during the design and construction phases of the project.

### **B. EXISTING CONDITIONS MODELING**

The ENGINEER shall conduct the following steps necessary to evaluate the existing project drainage conditions:

1. The Chambers Creek Master Drainage Study Models will be the basis for the existing conditions. The pedestrian bridge will be inserted into the model and the model will be adjusted/truncated as appropriate.
2. Obtain available plans for the Race Street bridge and upstream and downstream bridges.

### **C. IMPROVEMENT ALTERNATIVES MODELING**

The ENGINEER shall conduct the following steps necessary to evaluate the potential improvement alternatives:

1. The Race St. Culvert needs to be replaced due to its current condition. The City would like to evaluate potential capacity improvements to pass a larger storm event. It is assumed that up to two (2) different improvement alternatives will be analyzed by the ENGINEER at this location. In addition to the 2 alternatives, an evaluation of removal and replacement of culverts of the same size will be evaluated.
2. Evaluate each improvement alternative and provide guidance or recommendations related to: level of service, downstream impacts, constructability, and cost.
3. Prepare conceptual construction cost estimates for each improvement alternative to aid in decision-making by the City.

#### **D. REPORT**

Upon completion of the above tasks, a summary memo will be prepared. The memo will include a description of each alternative, the level of service provided, any downstream impacts or constructability issues, and a cost estimate. It will also include relevant maps and exhibits.

#### **E. FLOODPLAIN DEVELOPMENT PERMIT FOR CLYDE PITTMAN PARK IMPROVEMENTS**

The playgrounds within the floodway in Clyde Pittman park are proposed to be relocated from the floodway to the south of existing buildings within the floodway. The intent is to not significantly regrade the area and to keep existing grades as they currently are. Assuming no impacts to the grading occur, ENGINEER shall prepare a Floodplain Development on City forms and submit it to the City for their records. Should impacts to the floodplain occur an amendment to this contract will be required for an analysis of the impacts to the floodplain.

## ATTACHMENT B STANDARD RATE SCHEDULE

Effective January 1, 2024 \*

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00
<b>Surveying</b>	
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00
4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Project Name: Race St. Culvert Analysis and Clyde Pittman Park Floodplain Development Permit  
 Client: City of Everman  
 TNP Project #: EVR XXXXX  
 Date: 6/20/2022

<b>Utility Management, Utility Coordination, and SUE</b>	<b>Hourly Billing Rate</b>
Senior Utility Coordinator	\$190.00
Utility Coordinator	\$170.00
SUE Field Manager	\$190.00
Sr. Utility Location Specialist	\$180.00
Utility Location Specialist	\$135.00
1-Person Designator Crew w/Equipment***	\$165.00
2-Person Designator Crew w/Equipment***	\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only – 4 hour minimum)	\$335.00
Core Drill (equipment only – per day)	\$830.00
SUE QL-A Test Hole (0 < 8 ft; cost per each)***	\$2,400.00
SUE QL-A Test Hole (> 8 < 15 ft; cost per each)***	\$2,900.00

<b>Construction Management, Construction Engineering and Inspection (CEI)</b>	<b>Hourly Billing Rate</b>
Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

#### **Direct Cost Reimbursables**

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

#### **Notes:**

*All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.*

\* Rates shown are for 2024 and are subject to change in subsequent years.

\*\* Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

\*\*\* Includes crew labor, vehicle costs, and field supplies.

## ATTACHMENT B-1 SAMPLE INVOICE

### Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive  
Suite 100  
Fort Worth, TX 76137  
817-336-5773

Craig Spencer  
**City of Everman**  
212 North Race St.  
Everman, TX 76140

Invoice number  
Date

### Race St. Culvert Analysis and Clyde Pittman Park Floodplain Development Permit EVR XXXXX

Professional services rendered for the month ending June 30, 2023

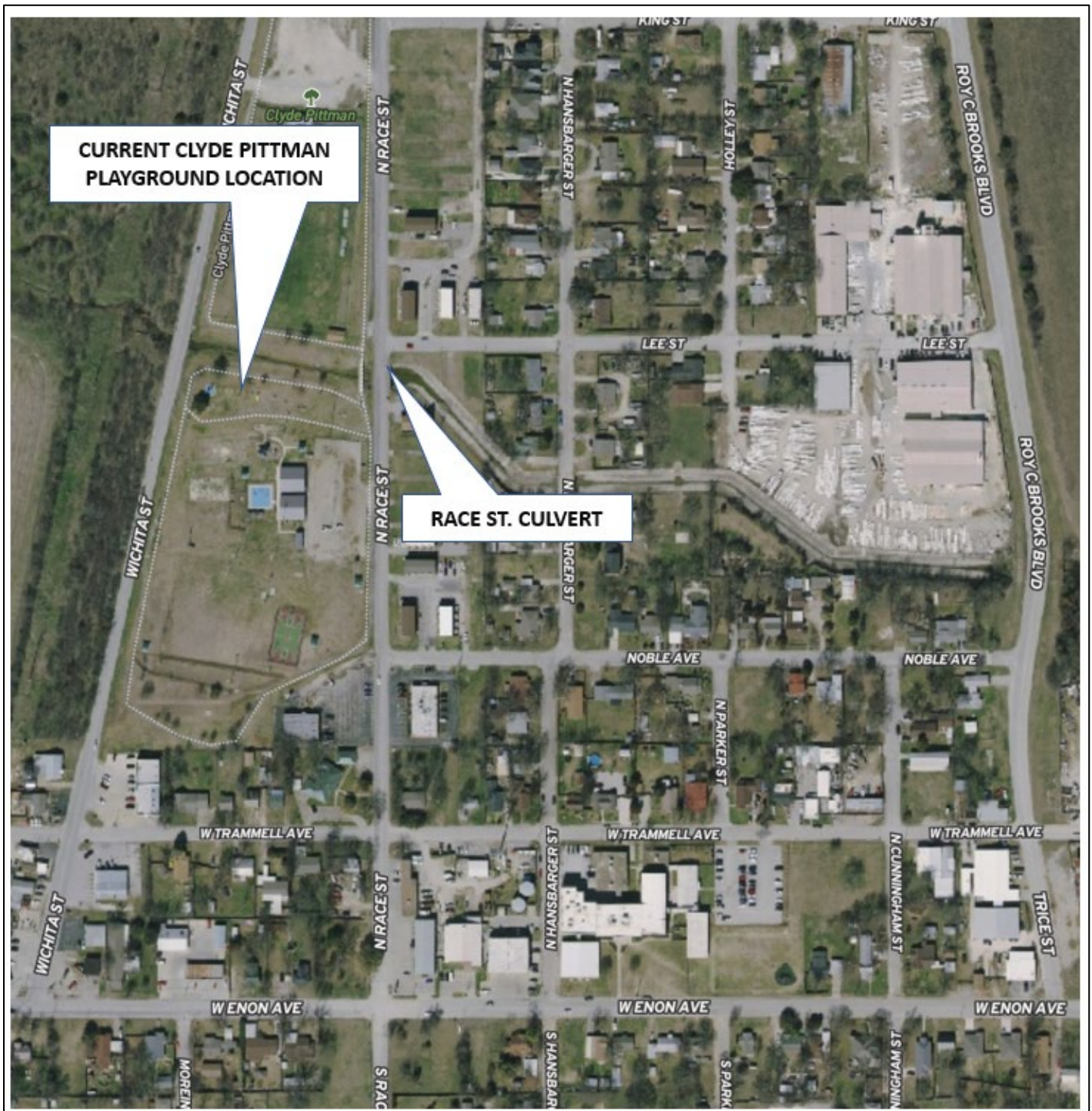
Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<b>Design and Bid Phase Services</b>	130,000.00	57.92	75,300.00	62,000.00	13,300.00
<b>Survey Services</b>	18,600.00	100.00	18,600.00	18,600.00	0.00
<b>Subsurface Utility Engineering</b>	14,500.00	100.00	14,500.00	14,500.00	0.00
<b>Total</b>	<b>163,100.00</b>	<b>66.46</b>	<b>108,400.00</b>	<b>101,593.00</b>	<b>14,280.00</b>

Invoice total **13,300.00**

*Please show project number on all payments of this statement*



## ATTACHMENT C PROJECT LOCATION





CITY OF EVERMAN, TEXAS  
RESOLUTION NO. 2025-06-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) FROM STREET IMPROVEMENT TAX FUNDS FOR PROFESSIONAL SERVICES TO BE PROVIDED BY TEAGUE NALL AND PERKINS, INC. FOR THE RACE STREET CULVERT BRIDGE ANALYSIS AND DESIGN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Race Street culvert bridge is in deteriorating condition and poses a risk to public safety, requiring professional evaluation and planning for replacement or reconstruction; and

WHEREAS, the City of Everman desires to undertake an engineering analysis of the culvert bridge to determine viable repair or replacement alternatives that will improve stormwater management and infrastructure reliability; and

WHEREAS, Teague Nall and Perkins, Inc. (TNP) has submitted a proposal to conduct the necessary survey, hydraulic modeling, improvement alternatives analysis, and supporting documentation at a fixed fee of \$27,000.00; and

WHEREAS, the City Council finds it to be in the best interest of the City and its residents to fund this engineering effort from the Street Improvement Tax Fund, consistent with its purpose of improving public streets and related infrastructure;

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

**SECTION 1.** That the City Council hereby approves the expenditure of funds in the amount of \$27,000.00, to be paid from the Street Improvement Tax Fund, for professional services to be rendered by Teague Nall and Perkins, Inc. for the Race Street Culvert Bridge Analysis and Design, as outlined in the attached proposal.

**SECTION 2.** That the City Manager is hereby authorized to execute any and all necessary documents and take such actions as are necessary to implement the provisions of this Resolution.

**SECTION 3.** That this Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2025, by the City Council of the City of Everman, Texas.

**APPROVED:**

---

**Ray Richardson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Mindi Parks, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Victoria Thomas, City Attorney**

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2025-06-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE RECONSTRUCTION OF WICHITA STREET FROM BELL STREET TO ENON AVENUE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Everman (“City”) and Tarrant County (“County”) are authorized to enter into interlocal agreements pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

**WHEREAS**, the City desires to reconstruct Wichita Street from Bell Street to Enon Avenue, approximately 8,650 square yards, including stabilization, base course, and surface asphalt treatment; and

**WHEREAS**, the County has agreed to assist the City by furnishing labor and equipment for the project under the terms specified in the proposed Interlocal Agreement; and

**WHEREAS**, the City Council finds that the execution of the Interlocal Agreement is in the best interests of the citizens of Everman and will promote the general welfare of the community;

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

**SECTION 1.** The City Council hereby approves the Interlocal Agreement between the City of Everman and Tarrant County for the reconstruction of Wichita Street, as presented.

**SECTION 2.** The City Manager is hereby authorized to execute the Interlocal Agreement and any other documents necessary to carry out the intent of this Resolution.

**SECTION 3.** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2025, by the City Council of the City of Everman, Texas.

**APPROVED:**

\_\_\_\_\_  
**Ray Richardson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Mindi Parks, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Victoria Thomas, City Attorney**

THE STATE OF TEXAS

COUNTY OF TARRANT

INTERLOCAL AGREEMENT

FOR THE

RECONSTRUCTION OF WICHITA STREET

WITHIN THE CITY OF EVERMAN, TEXAS

This Agreement is between Tarrant County, Texas (“COUNTY”) acting by and through its duly authorized County Commissioner Court, and the City of Everman, Texas (“CITY”) acting through its duly authorized City Manager.

WHEREAS, the CITY is requesting the COUNTY’s assistance with the reconstruction of Wichita Street within the City of Everman, TX:

- Reconstruction of Wichita Street from Bell Street to Enon Avenue, being approximately 8,650 square yards, to apply two inches of Type D Asphalt, 2 inches of Type B Asphalt and 8 inches in depth Stabilization.

WHEREAS, the CITY is requesting the COUNTY’s assistance with the reconstruction of Wichita Street located with the City of Everman, TX:

Collectively, hereinafter referred to as the “**Project**”

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representatives to sign this Agreement.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

**TERMS AND CONDITIONS**

**1. COUNTY RESPONSIBILITY**

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

**2. CITY RESPONSIBILITY**

- 2.1 The CITY will be responsible for the milling and removal of all spoils and excess materials on all streets identified within the scope of the project. The CITY will ensure that the milled mat will be debris free and defect free prior to paving.
- 2.2 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost, for the Project. The CITY will provide the COUNTY with a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct the project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and will provide portable message boards to supplement traffic control as needed
- 2.4 The CITY will supply the COUNTY with a purchase order for the appropriate Traffic control vendor to cover project need prior to mobilization of any equipment.

2.5 The CITY will be responsible for providing or reimbursing the COUNTY for all temporary and/or permanent striping required for the project.

2.6 The CITY will be responsible to provide the milling and removal of excess road base materials for the project.

2.7 The CITY will reimburse the COUNTY for actual cost of any overtime hours the CITY requires the COUNTY to provide watering the roadway for dust control after regular work hours.

2.8 The CITY will adjust all utilities, manholes and valve boxes necessary to construct all parts of this Project.

2.9 The CITY will provide the COUNTY with a hydrant meter and all water necessary for construction of the Project at no cost to the COUNTY.

2.10 The CITY will furnish all rights of way, plan specifications, engineering drawings, survey, and laboratory testing required for construction of any and all parts of this Project.

2.11 CITY will notify and get clearance from other CITY utility departments and franchise utilities prior to entering into agreement. If any of the utilities are shallow and must be relocated, the CITY shall confirm the relocation is complete prior to scheduling the project.

2.12 The CITY will furnish a dump site within close proximity to the Project for the COUNTY to dump all spoils and waste materials generated during construction of this Project as needed.

2.13 The CITY shall remove or trim any overhanging limbs or brush that may interfere with COUNTY equipment or progress prior to the start of the project.

2.14 If a Storm Water Pollution Prevention Plan ("Plan") is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.

2.15 CITY will provide a porta toilet, when requested by the COUNTY.

**Compliance with Laws.** In providing the services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and



regulations, and non-discrimination laws and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**3. PROCEDURES DURING PROJECT**

- 3.1 If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion. If the complaint is found credible, the COUNTY will make said repair(s) and bear the cost of the repair. COUNTY will make said repair(s) as soon as reasonably possible.
- 3.2 Upon expiration of 30 days after the project completion, the CITY will be solely responsible for the maintenance and repairs of the entire project.

**4. NO WAIVER OF IMMUNITY**

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign or governmental immunity.

**5. OPTIONAL SERVICES**

- 5.1 If mutually agreed by the CITY and the COUNTY, the COUNTY will provide traffic control required for the Project. This responsibility includes all signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site with the exception of any portable changeable message boards which will be supplied by the CITY. Traffic control measures provided by the COUNTY will be billed at the actual labor cost plus 10% for use of the COUNTY traffic control devices.
- 5.2 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

**6. TIME PERIOD FOR COMPLETION**

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time. There is no deadline for completion of the Project.

**7. THIRD PARTY**

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party’s agent, or party’s employee, otherwise provided by law.

**8. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

**9. EFFECTIVE DATE**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

**10. TERMINATION OF AGREEMENT**

This Agreement will automatically terminate on December 31, 2025, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days’ written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

This Agreement may be renewed prior to its expiration upon the mutual written consent of the parties.

**11. DISCLOSURE**

The CITY acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

TARRANT COUNTY, TEXAS

CITY OF EVERMAN, TX

\_\_\_\_\_  
Tim O'Hare  
COUNTY JUDGE

\_\_\_\_\_  
Ray Richardson  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
RODERICK MILES JR.  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
CRAIG W. SPENCER - EMC  
CITY MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM\*

*Craig Price*

\_\_\_\_\_  
Criminal District Attorney's Office\*

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