

AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This agreement is made and entered into this 5th day of September, 2023, by and between the COUNTY OF TARRANT (hereinafter referred to as "OWNER"), acting by and through its duly authorized officer, and Atkins Bros. Equipment Co., Inc. of the City of Midlothian, County of Ellis, and State of Texas (hereinafter referred to as "CONTRACTOR").

WITNESSETH: In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

1,250 linear feet of twelve- (12-) inch DR-18 PVC water pipe, 3.4 tons of mechanical joint ductile iron fittings, eight six- (6-) inch gate valves, five eight- (8-) inch gate valves, four twelve- (12-) inch gate valves, three (3) fire hydrants and 1,400 linear feet of six- (6-) inch HMAC pavement repair.

located in the City of Everman, Texas (hereinafter referred to as the "Project"),

and all extra work in connection with the improvements as noted in the terms of both the General Conditions and the Special Conditions of the Agreement. The materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the construction shall be at the CONTRACTOR'S own expense. The construction shall be in accordance with the NOTICE TO BIDDERS, CONTRACTOR/SUBCONTRACTOR INFORMATION, PROPOSAL, PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND, CERTIFICATION OF INSURANCE, GENERAL CONDITIONS OF AGREEMENT, SPECIAL CONDITIONS, FEDERAL LABOR STANDARDS, WAGE DECISIONS, LABOR STANDARD AND WAGE DECISION CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION, TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESSES AND

LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS, COPELAND ANTI-KICKBACK ACT, SPECIAL SPECIFICATIONS, SPECIAL MATERIAL AND/OR EQUIPMENT SPECIFICATIONS, E-VERIFY, ANTI-BOYCOTT STATUTES, and the drawings and blueprints as prepared by the OWNER'S engineer; all of which are made a part hereof and collectively evidence and constitute the entire contract (hereinafter "the Contract").

The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within ___ninety__ (90) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Special Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit A, states the funding amount available from all sources.

The CONTRACTOR acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the *attached Form 1295* and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

The CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017.

Chapters 2271, 2252, and 2274 Texas Government Code Verification.

(a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and

neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

(b) **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

(c) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

(d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

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 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.

This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

Compliance with Laws. In providing the services required by this Agreement, Contractor 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. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

EXECUTED THIS _____ DAY OF _____, 2023.

TARRANT COUNTY, TEXAS
(OWNER)

ATKINS BROS. EQUIP. CO., INC.
(CONTRACTOR)

P.O. Box 990

BY: _____

BY: 

3516 Old Ft. Worth Rd.
Midlothian, TX 76065

COUNTY JUDGE OR
PRESIDING OFFICER

ATTEST: _____

ATTEST: 

FUNDS CERTIFIED AVAILABLE BY:

TARRANT COUNTY AUDITOR

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 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Atkins Bros. Equipment Co., Inc.
Midlothian, TX United States

Certificate Number:
2023-1067741

Date Filed:
09/05/2023

Date Acknowledged:
9/5/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tarrant County Community Development Division

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B-22-UC-48-0001-24-15
48th Year TXCDBG City of Everman Water Line Improvements for S. Race St. from Enon Ave to Neil Ave

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Atkins, Michael	Midlothian, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jennifer Littell, and my date of birth is 12/31/1979

My address is 5130 Stone Lane, Midlothian, TX, 76005, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ELLIS County, State of TEXAS, on the 5 day of September, 23
(month) (year)

Jennifer Littell
Signature of authorized agent of contracting business entity:
(Declarant)



CITY SECRETARY'S OFFICE
CITY OF EVERMAN, TEXAS

I, the undersigned, Mindi Parks, City Secretary, do hereby certify that the attached is a true and unofficial copy of the City Council Minutes approving Recommendation to award the 48th Year CDBG contract construction of the Race Street Water Line Improvements project to Atkins Brothers Equipment Company, Inc for the Total Base Bid of \$407,291.00; of which the City of Everman will commit and allocate a total of \$233,155.00 in city funds and entered into the official records of the City of Everman, Texas.

Dated this 24th day of August, 2023.

A handwritten signature in black ink, appearing to read "Mindi Parks", written over a horizontal line.

Mindi Parks, City Secretary





EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, August 15, 2023 at 6:30 PM
213 North Race Street Everman, TX 76140

MINUTES

1. MEETING CALLED TO ORDER

Mayor called meeting to order at 6:31pm.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

A. Promotional Ceremony - Tarrant County Regional Communications Supervisors

Beverly announced to council and wanted to introduce her new Supervisor's for Dispatch on the Fire and Police side. The new Dispatch Supervisor for the Police side is Wendy McGarry and Randy Harris is the Fire Dispatch side that was present for the meeting and got up and introduced himself.

6. CITIZEN'S COMMENTS

A. PUBLIC HEARING: Fiscal Year 2023 - 2024 Budget. This budget will raise more total property taxes than last year's budget by \$165,741 or 5.53% and of that amount \$11,408 is tax revenue to be raised from new property added to the tax roll this year. The purpose of this public hearing is to receive public comment regarding the proposed budget.

Mayor opened up the Public Hearing at 6:35pm for public comment. City Manager, Craig Spencer discussed what this Budget is and the impact on the city and the tax rate. There were no citizen comments. Snap is in the Budget. Grant fund for the Marc Veasy monies, \$400,000 and this wont be in the Budget until we will receive this. The new street equipment has also been added to this Budget. Mayor closed the public hearing at 6:51pm.

B. PUBLIC HEARING: Notice of Tax Increase - A tax rate of \$1.036080 per \$100 valuation has been proposed by the governing body of the City of Everman. The purpose of this public hearing is to receive public comment on the proposed tax rate.

Mayor opened up the Public Hearing to hear public comments at 6:52pm. City Manager Craig Spencer explained the Tax rate. This is a decrease for our citizens. Tax Rate is proposed at \$1.036080. There were no citizens comments on this Public Hearing.

Mayor closed the Public Hearing at 7:00pm.

7. DISCUSSION ITEMS

8. CONSIDERATION AND POSSIBLE ACTION

- A. Resolution #2023-08-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ESTABLISHING A CONCURRENT ENFORCEMENT JURISDICTION INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- B. Resolution #2023-08-02 - 02A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY DISPATCH SERVICES WITH THE CITY OF AZLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- C. ORDINANCE #801 - AN ORDINANCE ADOPTING A BUDGET AND APPROPRIATING RESOURCES FOR THE BUDGET YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 APPROVING BUDGET FIGURES FOR FISCAL YEAR 2024; PROVIDING FOR THE FILING OF THE BUDGET AS REQUIRED BY STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 1 Sanders.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson
Voting Nay: Place 3 Allen

Motion Carried.

- D. RESOLUTION 2023-08-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE CITY'S ADOPTED FISCAL YEAR 2023-2024 BUDGET, WHICH IS A BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR; AND PROVIDING AN EFFECTIVE DATE

Motion made by Place 5 Sellers, Seconded by Place 4; Mayor Pro-Tem Mackey.
Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- E. ORDINANCE # 802 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT

REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

Motion made by Place 5 Sellers, Seconded by Place 1 Sanders.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

- F. Recommendation of Award from City Engineer - Recommendation to award the 48th Year CDBG contract construction of the Race Street Water Line Improvements project to Atkins Brothers Equipment Company, Inc for the Total Base Bid of \$407,291.00; of which the City of Everman will commit and allocate a total of \$233,155.00 in city funds.

Motion made by Place 4; Mayor Pro-Tem Mackey, Seconded by Place 5 Sellers.

Voting Yea: Place 1 Sanders, Place 2 Renfro, Place 3 Allen, Place 4; Mayor Pro-Tem Mackey, Place 5 Sellers, Mayor Richardson

Motion Carried.

9. EXECUTIVE SESSION

10. CITY MANAGERS REPORT

Holiday September 4th, City Hall will be closed. Capital Improvement Plan is kicking off. Summer Basket Ball Bash has been a big hit and everyone loved it and it will happen again next year. Battle of the Badges is happening again. This is a softball game. This will be a big event and the school district has agreed to use their Baseball field. This will be October 14th at 6pm. The tickets will only be sold at the gate for \$10, and 12 and under are free. These funds raised will go to the Everman Angels, that help Everman families in need.

11. MAYOR'S REPORT

Paper Copy has been given to council of Craigs Evaluation and this will be done September the 5th. Just a reminder.

12. ADJOURN

Mayor adjourned the meeting at 7:24pm.

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday August 11, 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

111202



Noble Ave

W Trammell Ave

W Enon Ave

Barron Ave

Johnson St

Neil Ave

Vaden Ave

Christie Ct

Everman Pkwy

Everman Joe Bean High School

1

2

3

4

04

1

3

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any count

Project/Regulation Name: #B-22-UC-48-0001-24-15

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: BRAD HEARNE

Phone Number for Contact Person: 817-850-7961

Type of TIA Performed: **SHORT TIA** or FULL TIA. Circle one after answering the questions in Section II and III below.

I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes No

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes No

If you answer yes to either question, go to Section III. If you answer no to both, STOP HERE and circle *SHORT TIA* at the top of the form.

TAKINGS IMPACT ASSESSMENT (TIA) CHECKLIST

Attached is the TIA Checklist as preliminarily approved by the District Attorney's Office. Due to both timeliness regulations governing CDBG programs and the problems associated with undertaking public works project in the warmer summer months, a completed preliminary checklist is being submitted to Commissioners Court for approval for this contract. Once the Commissioners Court has approved written policy, additional documentation will be submitted for the CITY OF EVERMAN, 48TH YEAR CDBG Project. This project is located entirely within city-owned property (under a dedicated public street).