

**SPECIAL CALLED CITY COUNCIL MEETING
September 9, 2014**

MINUTES OF THE SPECIAL CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD ON **September 9, 2014** AT 6:00 P.M. IN THE COUNCIL CHAMBER, CITY HALL, 1200 SOUTH COMMERCE, OVERTON, TEXAS.

PRESENT:

C. R. Evans Jr., Mayor
John Ed Welch, Mayor Pro-Tem
Jerry Clark
Philip Cox
John Posey

ABSENT:

Pat Beets

Also in attendance were, Charles Cunningham, City Manager, Rachél Gafford, City Secretary and Clyde Carter, Police Chief representing staff, Dudley Hickman, Kim Cox, Skipper Honeycutt, Lawrence Davis, and Karen Casey (arrived at 6:18 P.M.) representing the public.

I. CALL TO ORDER - Mayor Evans called the meeting to order at 8:00 A.M.

1. Invocation given by Mayor Evans
2. Pledge of Allegiance lead by Skipper Honeycutt

II. CONSENT AGENDA

Any or all items under Consent Agenda may be removed by the Mayor, any Council Member or the City Manager for discussion.

1. Council to review and make possible corrections to minutes of the Regular Called City Council meeting held on August 21, 2014.
2. Council to review and make possible corrections to minutes of the Special Called City Council meeting held on August 28, 2014.

Councilman Cox made a motion to approve the consent agenda items with the stated corrections to the August 21, 2014 minutes. Councilman Posey seconded the motion. Motion carried 4-0, Councilman Beets absent.

III. CITIZEN FORUM

Citizens Comments - None

IV. PUBLIC HEARINGS

1. PUBLIC HEARING ON BUDGET AND TAX RATE

- a. OPEN 2ND PUBLIC HEARING ON BUDGET AND TAX RATE
- b. RECEIVE PUBLIC COMMENTS CONCERNING 2014-2015 APPROPRIATION ORDINANCE; (BUDGET); 2014-2015 AD VALOREM TAX LEVY ORDINANCE; AND PROPOSED 2014 PROPERTY TAX RATE

No comments or questions received.

- c. CLOSE PUBLIC HEARING ON BUDGET AND TAX RATE.

Mayor Evans asked if Council had any questions for staff.

No comments or questions were asked by Council.

2. PUBLIC HEARING ON RE-AFFIRMING AND RE-ENACTING A ZONING ORDINANCE AND SUB-DIVISION REGULATIONS FOR THE CITY OF OVERTON, TEXAS.

- a. OPEN 1ST PUBLIC HEARING ON RE-AFFIRMING AND RE-ENACTING A ZONING ORDINANCE AND SUB-DIVISION REGULATIONS FOR THE CITY OF OVERTON, TEXAS.
- b. RECEIVE PUBLIC COMMENTS CONCERNING THE RE-AFFIRMATION AND RE-ENACTMENT OF A ZONING ORDINANCE FOR THE CITY OF OVERTON, TEXAS, AND SUB-DIVISION REGULATIONS FOR THE CITY OF OVERTON, TEXAS; PROVIDING FOR THE EFFECTIVE DATE OF SUCH ORDINANCE AND REGULATIONS; AND PROVIDING FOR A METHOD OF AMENDING SUCH ORDINANCE AND REGULATIONS.

Lawrence Davis asked council if the \$200 fine per violation listed in the cover ordinance was per violation.

Police Chief Carter responded that the fine would be per violation, per day until the violation was abated.

- c. CLOSE PUBLIC HEARING ON ZONING ORDINANCE AND SUB-DIVISION REGULATIONS.

Mayor Evans asked if Council had any questions for staff.

No comments or questions were asked by Council.

3. PUBLIC HEARING ON CONSUMER CONFIDENCE REPORT (CCR) ON WATER QUALITY

- a. OPEN PUBLIC HEARING ON CONSUMER CONFIDENCE REPORT (CCR) ON WATER QUALITY
- b. RECEIVE PUBLIC COMMENTS CONCERNING 2013 CONSUMER CONFIDENCE REPORT (CCR) ON WATER QUALITY.

No comments or questions received.

- c. CLOSE PUBLIC HEARING

Mayor Evans asked if Council had any questions for staff.

No comments or questions were asked by Council.

Councilman Cox made a motion to accept the 2013 Consumer Confidence Report (CCR) on Water Quality as presented to Council. Councilman Clark seconded the motion. Motion carried 4-0, Councilman Beets absent.

V. **NEW BUSINESS (CONSIDER AND/OR ACTION)**

1. RESOLUTION NO: 2014-09-09 TO POSTPONE REGULAR CALLED CITY COUNCIL MEETING FROM SEPTEMBER 18TH TO SEPTEMBER 25, 2014.

Mayor Pro Tem Welch made a motion to approve Resolution No. 2014-09-09 postponing the Regular Called City Council Meeting from September 18th to September 25, 2014. Councilman Cox seconded the Motion. Motion carried 4 – 0, Councilman Beets absent. (Attachment A)

2. REVIEW AND COME TO A CONSENSUS ON A VOTE BY THE CITY OF OVERTON FOR CANDIDATES FOR PLACES #1, 2, 3 AND 4 ON THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES.

Mayor Evans opened up the floor for discussion. Council members agreed that based on the qualifications listed that Candidate Vargas was the best person for the contested spot of Place 4 on the ballot. They also agreed that the incumbents that were running unopposed were worthy of the City's vote.

Councilman Posey made a motion to cast the City of Overton's vote for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees as follows: Robert T. Herrera (Incumbent), Place #1, John W. Fullen (Incumbent), , Place #2, George Shackelford (Incumbent), Place #3, Peter Vargas (Incumbent), Place #4. Councilman Clark seconded the Motion. Motion carried 4 – 0, Councilman Beets absent.

3. HEAR AND/OR CONSIDER APPROVAL OF A LAW ENFORCEMENT AGENCY SUBSCRIBER AGREEMENT FOR LOCATOR SERVICES WITH TRADS.

Chief Carter presented and explained that the Subscriber Agreement from Trans Union options were to subscribe based on a monthly fee of one hundred and ten dollars (\$110) for all the services or a twenty-five cent (25¢) per search fee, to the Council.

Councilman Cox asked how many searches on average are done per month.

Chief Carter stated that the Police rarely utilize the service more than ten (10) searches per month and utilization of the service fee per search would be adequate.

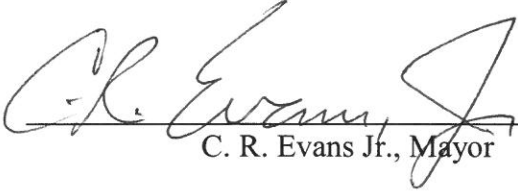
Councilman Cox made a motion to approve the Subscriber Agreement with TRADS for the twenty-five cents (25¢) per run fee. Mayor Pro-Tem Welch seconded the motion. Motion carried 4 – 0, Councilman Beets absent. (Attachment B)

VI. ADJOURNMENT

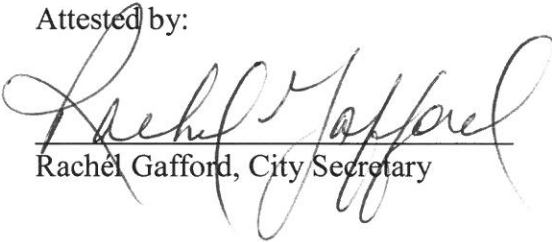
Mayor Pro Tem Welch made a motion that the meeting be adjourned. Councilman Cox seconded the Motion. Motion carried 4 – 0, Councilman Beets absent.

With no further business, the meeting was adjourned at 6:34 P. M.

Minutes approved and submitted and/or corrected this 18th day of October 2014.


C. R. Evans Jr., Mayor

Attested by:


Rachel Gafford, City Secretary

**ATTACHMENT A
RESOLUTION NO. 2014-09-09**

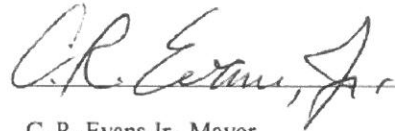
RESOLUTION NO: 2014-09-09

WHEREAS, the City Council shall set the time and place of meetings; and

WHEREAS, the September Regular City Council meeting coincides with a date when a Quorum will not be able to be gathered as three (3) council members will be out of town on that date;

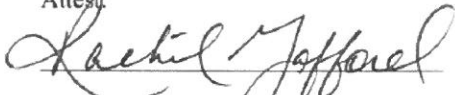
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Overton, Texas to change the September Regular City Council meeting from September 18, 2014 to September 25, 2014 7:00 p.m., City Hall.

PASSED AND APPROVED by the City Council of the City of Overton on this 9th day of September, 2014.



C. R. Evans Jr., Mayor

Attest:


Rachél Gafford, City Secretary

ATTACHMENT B TRADS SUBSCRIBER AGREEMENT

LAW ENFORCEMENT AGENCY SUBSCRIBER AGREEMENT

This Agreement is entered into as of the date indicated below, by and between Overton Police Dept - TX ("Agency") and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the Application by TRADS.

1. TRADS agrees to provide Agency access to and use of TRADS Services. TRADS grants Agency a personal, non-exclusive, non-transferable, revocable license to obtain and use the TRADS Services pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time. Agency understands that TRADS Services contain sensitive information that is governed by various state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725), all of which the Agency certifies to comply.
2. If Agency desires to receive TRADS Services subject to GLBA, Agency hereby certifies that the specific purpose(s) for which such TRADS Services will be requested, obtained and used by Agency is one or more of the following uses as described in, and as may be interpreted from time to time, by competent legislative, regulatory or judicial authority, and as being encompassed by Section (6802)(e) of the GLBA and the United States Federal Trade Commission rules promulgated thereunder:
 - o To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
 - o To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
 - o To comply with federal, state, or local laws, rules, and other applicable legal requirements.
3. If Agency desires to receive TRADS Services subject to DPPA, Agency hereby certifies that it will request, obtain, and use such TRADS Services only for one of the following permitted uses under the DPPA:
 - o Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
 - o Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
4. TRADS is not a "consumer reporting agency," and TRADS Services do not constitute a "consumer report," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Agency represents and warrants that the TRADS Services obtained hereunder will not be used in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the FCRA. The TRADS Services are provided "as-is", with no warranties of any kind, including without limitation, those as to quality, accuracy, completeness, timeliness, or currentness, and those warranties that might be implied from a course of performance or dealing or trade usage and warranties of merchantability and fitness for a particular purpose. Information obtained from TRADS Services should not be relied upon as accurate. Before relying on any such information, Agency must verify it independently through other investigative means in accordance with Agency's guidelines and protocols.
5. Agency agrees to designate an account administrator to ensure compliance with this Agreement by all users granted access by the Agency. Specifically, the account administrator is responsible for (i) allowing only appropriate employees to obtain TRADS Services in compliance with this Agreement; (ii) monitoring appropriate use of TRADS Services by the Agency and its employees; (iii) maintaining accurate records of all current employees with access to TRADS Services, and all former employees who have ever accessed them; (iv) issuing guidelines for the appropriate use of TRADS Services by its users; (v) ensuring that each of its users is accessing TRADS Services with only his or her own individually-assigned username and password; and (vi) terminating access when a user is no longer employed by Agency, is transferred to new duties not requiring access, or is suspected of improper access or use of TRADS Services. Agency will employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services. Agency will immediately notify TRADS at SecurityIncident@TransUnion.com of any breach of security in which an unauthorized person has gained access to TRADS Services. TRADS may audit Agency's use of TRADS Services. Agency agrees to cooperate and to provide TRADS all documentation reasonably requested relating to Agency's account.
6. Agency will not use or allow use of TRADS Services for any commercial or non-law enforcement purposes.
7. Agency agrees to hold TRADS and its representatives, including parents, subsidiaries and affiliates, harmless from any and all liabilities relating to Agency's use of TRADS Services or any breach of this Agreement by Agency. TRADS's entire liability to Agency is limited to direct damages not exceeding the fee paid by Agency for the TRADS Services obtained. TRADS shall not be liable for any other damages, costs or expenses whatsoever.
8. Agency agrees to pay TRADS all applicable charges for TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement. If Agency is using TRADS Services during a free trial period, there is no obligation to pay for those services accessed during such period.
9. This Agreement, the Attachments and the Terms and Conditions located at <http://www.TLO.com/termsandconditions/LE>, all incorporated by reference, constitute the entire agreement between Agency and TRADS. This Agreement and the license granted hereunder may not be assigned, transferred, or sublicensed, in whole or in part, without TRADS's prior written approval.

I certify that I have read and agree to this Agreement, the Attachments, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Agency, and that all information I have provided is true and correct. All of the foregoing is accepted and agreed to by:

Overton Police Dept - TX
 Agency Name ("Agency")
 X Clyde Carter 9-10-14
 Authorized Agency Designee Signature Date
Clyde Carter
 Type or Print Name of Authorized Agency Designee

ATTACHMENT "A"

Law Enforcement Agency	
Agency Name: <input type="text" value="Overton Police Dept - TX"/>	
Agency Address: <input type="text" value="1200 S Commerce St, Overton, TX 75684-1935"/>	
Agency Phone #: <input type="text" value="9038343145"/>	Agency Web Site: <input type="text" value="http://www.ci.overton.tx.us"/>
Agency ORI: <input type="text" value="Tx2010300"/>	Number of Sworn Positions in the Agency: <input type="text" value="Unknown"/>

Agency Head	
Name: <input type="text" value="Clyde Carter"/>	
Phone #: <input type="text" value="903-834-31454"/>	E-mail Address: <input type="text" value="ccarter@ci.overton.tx.us"/>

Authorized Agency Designee (Supervisory rank with authority to bind the Agency)	
Name: <input type="text" value="Clyde Carter"/>	
Division: <input type="text"/>	
Rank: <input type="text" value="Chief"/>	ID/Badge Number: <input type="text" value="840"/>
Direct Phone #: <input type="text" value="903-834-3145"/>	E-mail Address: <input type="text" value="ccarter@ci.overton.tx.us"/>
Cell Phone #: <input type="text" value="903-987-2791"/>	

Account Administrator (The person responsible for managing your account on behalf of the Agency)	
Name: <input type="text" value="Clyde Carter"/>	
Division: <input type="text"/>	
Rank: <input type="text" value="Chief"/>	ID/Badge Number: <input type="text" value="840"/>
Address (if not Headquarters): <input type="text"/>	
Direct Phone #: <input type="text" value="903-834-3145"/>	Cell Phone #: <input type="text" value="903-987-2791"/>
E-mail Address: <input type="text" value="ccarter@ci.overton.tx.us"/>	

LE transactional pricing schedule



Economically priced for law enforcement

With TLOxp® for law enforcement, there are no monthly fees or minimums, no user fees, and no sign up fees required. You only pay for the searches and reports you run. Per-seat and Flat-rate pricing structure are available for organizations with high volume and/or the need for a predictable monthly investment.

People

Searches	
Advanced	\$0.25
Expert PLUS	\$0.25
Expanded Expert	\$0.25
Deceased	FREE
Phones	
411	FREE
411+	\$0.25
Super Reverse Lookup	\$0.25
Licenses	
Driver's Licenses	\$0.25
Professional Licenses	\$0.25
Pilot Licenses	\$0.25
Voter Registrations	\$0.25
Emails	\$0.25
Utilities	\$0.25
Social Media	\$1.00
Reports	
Comprehensive Report	\$3.00
Locate/Asset Report	\$0.50
Other	
Relationship Diagram	\$0.25

Business

Searches	
US Businesses	\$0.25
World Business	\$0.25
Business Phones	\$0.25
US Corporations	\$0.25
UCC Filings	\$0.25
Reports	
Business Report	\$5.00

Criminal

Searches	
Unified Criminals	\$0.25

- Reflects current transactional pricing schedule.
- Prices subject to change and are viewable within your TLOxp® account.

Assets

Searches	
Vehicles	\$0.25
Vehicles - Wildcard	\$0.25
Properties	\$0.25
Property Assessments	\$0.25
Property Deeds	\$0.25
Vehicle Sightings	FREE
Reports	
Vehicle Sightings	<i>Per category</i>
	<i>(Current / Recent / Historical Sightings)</i>
	\$8.00
	<i>All three categories at once</i>
	\$20.00

Courts

Searches	
Foreclosures	\$0.25
Liens	
Personal Liens	\$0.25
Business Liens	\$0.25
Judgments	
Personal Judgments	\$0.25
Business Judgments	\$0.25
Bankruptcies	
Personal Bankruptcies	\$0.25
Business Bankruptcies	\$0.25
Evictions	\$0.25

California

Searches	
Ultimate Weapon	\$3.00
Births	\$0.25
Equalization and ABC Licenses	\$0.25
Civil Filing	\$0.25
Corporations	\$0.25
Criminal Records	\$0.25
Deceased	\$0.25
Fictitious Business Names	\$0.25
Marriages	\$0.25
Professional Licenses	\$0.25
Property	\$0.25
UCC Filings	\$0.25

For more information | Contact your account representative, call 800-856-5599 or email lesupport@transunion.com