

**REGULAR CALLED CITY COUNCIL MEETING**  
**November 19, 2015**

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD **NOVEMBER 19, 2015** AT 7:00 P.M. PM IN THE COUNCIL CHAMBER, CITY HALL, 1200 SOUTH COMMERCE, OVERTON, TEXAS.

**PRESENT:**

C. R. Evans Jr., Mayor  
Philip Cox, Mayor Pro Tem  
Jerry Clark  
Lawrence Davis

**ABSENT:**

Pat Beets  
John Posey

Also in attendance were, Charles Cunningham, City Manager, Rachél Gafford, City Secretary, Clyde Carter, Chief of Police and Pamela Raney, Finance Director representing staff.

**I. CALL TO ORDER** –Mayor Evans called the meeting to order by at 7:01 p.m.

1. Invocation was given by Councilman Davis.
2. Pledge of Allegiance was led by Councilman Clark.

**II. CITIZEN FORUM**

None

**III. CITIZEN'S REQUESTS**

1. City Council to hear, consider and/or take action regarding request by Mary Pat Eaves for the City to resolve a drainage condition at 109 N. Garden Club Drive that results in damage to her property during heavy rainfall and has done so for a number of years.

*On behalf of the Eaves, City Manager Cunningham presented a status report to Council regarding flooding and drainage conditions at the home Don and Mary Pat Eaves located at 109 N. Garden Club Drive.*

*The Eaves maintain that the flooding of their property started when the Housing Authority made drainage improvements on their property that diverted additional water upstream from the catch basin on Garden Club drive which, resulted in the inlet overflowing and flooding into the backyard of their home. The Eaves are requesting that the City address and fix the problem.*

*City Manager Cunningham stated that he had investigated the history of the property and found that the house in question was built in 1972. The house was built in a flood zone and he found that previous owners of the house also had problems with drainage and flooding on the property prior to the Housing Authority making their drainage improvements. The house in question was formerly owned by the family of the current City Attorney. In researching City Council Minutes from 1971 through 1973, it was determined that the “Madden Addition” (which includes the Eaves home) was not properly permitted, nor inspected nor accepted by the City.*

*The only reference to the Madden Addition on which Council action was taken, was approval to extend water and sewer lines to the addition at the expense of the City.*

*One cause of the flooding is clearly the undersized inlet and catch basin that receives most of the drainage from Kilgore and North St. to the east. A cost estimate from Triple A Sanitation to increase the size of the inlet and reroute the storm drain away from the back of the Eaves house to an alignment in front of their house towards the creek south of their house is \$20,000. City Manager Cunningham concluded by stating that after consulting with the City Attorney, it was agreed that the City does not bear sole responsibility for fixing the drainage problem. The infrastructure that is part of the development was never formerly permitted, inspected nor accepted by the City.*

*Furthermore, the City is not in a position financially to pay the \$20,000 needed to provide a solution to the problem. However, inasmuch as Garden Club St. is a public thoroughfare that is used by residents in the area and flooding may constitute a hazard to drivers when the street floods, Mr. Cunningham suggested that City Council may want to consider the assumption of a degree of liability for taking corrective action. The City Manager and City Attorney recommended that the City propose to the Eaves a possible cost sharing arrangement between the affected parties.*

**Mayor Pro Tem Cox made a motion to direct staff to negotiate with any and all parties that could be found at fault or may benefit from the installation of the proposed drainage solution to see if all parties are willing to participate in a cost share of the solution. Councilman Clark seconded the motion.**

**Mayor Evans called for discussion**

*Mayor Pro Tem Cox stated that he was willing to volunteer his time and his equipment to help reduce the cost of the project to fix the flooding and drainage issues for the Eaves.*

*Councilman Clark stated if that if the Eaves are not willing to pick up some of the costs for the drainage solution, then it would be my recommendation that the City drop the entire responsibility to fix the problem back on the property owner.*

**Mayor Evans called for additional discussion or comments. There was none.**

**Mayor Evans called for a vote.**

**Motion carried 3-0; Councilman Beets and Councilman Posey absent.**

#### **IV. CONSENT AGENDA**

1. Approval of the minutes of the special Council meeting held on November 12, 2015.
2. Council to hear and/or consider action on **RESOLUTION NO. 2015-11-19B**; a Resolution of the City Council of the City of Overton, Texas nominating Ron Shaffer for appointment to a seat on the Smith County 9-1-1 Communications District Board of Managers.

3. Council to hear and/or consider action on **RESOLUTION NO. 2015-11-19C**; a Resolution of the City Council of the City of Overton, Texas ratifying the Adopted Budget of the Overton Economic Development Corporation for Fiscal Year 2015-16.

*City Manager Cunningham stated that he wanted to add that the OEDC had adopted the budget for the FY 2015-2016 3 – 0, Board Member Meadows absent at a special called meeting on November 19, 2015 at 5:30 p.m.*

Councilman Davis made a motion to approve Consent Agenda items as submitted. Councilman Clark seconded the motion.

**Resolution No. 2015-11-19B (Attachment 1) and Resolution No. 2015-11-19C (Attachment 2)**

**Mayor Evans called for a vote.**

**Motion carried 3-0; Councilman Beets and Councilman Posey absent.**

**V. OLD BUSINESS**

1. Present revised meeting schedule for the City Council as updated November 14, 2015.

*City Manager Cunningham presented the updated meetings schedule.*

**No action taken.**

2. Review, discuss and / or give staff direction for changes regarding proposed **RESOLUTION NO. 2015-11-19A**; a Resolution of the City Council of the City of Overton, Texas legalizing the sale of all alcohol including mixed beverages inside the city limits of the City of Overton, Texas; providing for an effective date hereof.

*City Secretary Gafford stated that Agenda Item V.2 had a typo and should read:*

Hear and/or consider action on **RESOLUTION NO. 2015-11-19A**; a Resolution of the City Council of the City of Overton, Texas legalizing the sale of all alcohol including mixed beverages inside the city limits of the City of Overton, Texas; providing for an effective date hereof.

*City Secretary Gafford presented staff report.*

**Mayor Pro Tem Cox made a motion to approve Resolution No. 2015-11-19A as submitted. Councilman Clark seconded the motion. (Attachment 3)**

**Mayor Evans called for discussion; no discussion**

**Mayor Evans called for a vote.**

**Motion carried 2 – 1; Councilman Davis opposed, Councilman Beets and Councilman Posey absent.**

3. Hear and/or consider action on **RESOLUTION NO. 2015-11-19D**; a Resolution of the City Council of the City of Overton, Texas casting the City's 28 votes for Philip Cox for a seat on the Board of Directors of the Rusk County Appraisal District for the 2016-17 term of office.

*City Manager Cunningham presented staff report.*

**Mayor Pro Tem Cox made a motion to approve Resolution No. 2015-11-19D as submitted. Councilman Clark seconded the motion. (Attachment 4)**

**Mayor Evans called for discussion; no discussion**

**Mayor Evans called for a vote.**

**Motion carried 2 – 0 – 1; Mayor Pro Tem Cox abstained, Councilman Beets and Councilman Posey absent.**

**VI. NEW BUSINESS**

1. Hear and/or consider action on **ORDINANCE NO. 2015-11-19A**; an Ordinance of the City Council of the City of Overton, Texas designating a reduced Speed Limit, from 30 mph to 15 mph on a local road as authorized by Chapter 60 § 60.50 of the City of Code of Ordinances, on Kingsway, west from FM 3053 to its terminus; establishing that the violation of this ordinance to be a criminal offense; providing for a fine of up to \$500.00; providing for severability; summary publication and an effective date.

*City Manager Cunningham presented staff report which included the research of proposed placement of speed bumps on residential streets. Cunningham explained that he had found that the installation of speed bumps would become very difficult as it would require a traffic study and a Traffic Engineer to recommend placement of these speed bumps and many cities have steered away from speed bumps as it creates an issue for Emergency Vehicle response times. Cunningham also stated that he had discovered that two states had outlawed speed bumps. Cunningham recommended that City Council proceed with the installation of speed limits signs reducing the speed limit to 15 mph for now and if the reduced speed limit does not resolve the problem (with the proposed additional stop signs in the next agenda item) the Council may revisit the idea of the installation of speed bumps.*

*City Secretary Gafford stated that the Ordinance caption on the ordinance had been changed to the following per the recommendation of the City Attorney after the Agenda had been posted and the packets sent out to read as following:*

**AN ORDINANCE OF THE CITY OF OVERTON, TEXAS DESIGNATING A REDUCED SPEED LIMIT, FROM 30 MPH TO 15 MPH ON A LOCAL ROAD AS AUTHORIZED BY CHAPTER 60 § 60.50 OF THE OVERTON MUNICIPAL CODE, ON KINGSWAY WEST FROM FM 3053 TO ITS TERMINUS; ESTABLISHING THAT THE VIOLATION OF THIS ORDINANCE TO BE A CRIMINAL OFFENSE; PROVIDING FOR A PENALTY AS DEFINED BY APPENDIX B “SCHEDULE OF FINES” OF THE OVERTON CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SUMMARY PUBLICATION AND AN EFFECTIVE DATE.**

**Councilman Davis made a motion to approve Ordinance No. 2015-11-19A as corrected. Councilman Clark seconded the motion. (Attachment 5)**

**Mayor Evans called for discussion.**

*Councilman Davis stated that he lives on Kingsway, and he had studied the road more closely as he had driven this road each day and it had come more apparent to him that speed bumps are not feasible.*

**With no further discussion, Mayor Evans called for a vote.**

**Motion carried 3 – 0; Councilman Beets and Councilman Posey absent.**

2. Hear and/or consider action on **ORDINANCE NO. 2015-11-19B**; an Ordinance of the City Council of the City of Overton, Texas an Ordinance authorizing Stop Signs at certain locations specified in this Ordinance; ratifying placement of such signs; requiring operators of vehicles to stop at the stop signs; providing offenses and a penalty of up to \$200.00 for violation of this Ordinance; providing a severance clause and effective date.

*City Manager Cunningham presented staff report.*

*City Secretary Gafford stated that the Ordinance caption on the ordinance had been changed to the following per the recommendation of the City Attorney after the Agenda had been posted and the packets sent out to read as following:*

**AN ORDINANCE OF THE CITY OF OVERTON, TEXAS CONTAINING FINDINGS OF FACT; AUTHORIZING STOP SIGNS AT CERTAIN LOCATIONS SPECIFIED IN THIS ORDINANCE; RATIFYING PLACEMENT OF SUCH SIGNS; REQUIRING OPERATORS OF VEHICLES TO STOP AT THE STOP SIGNS; ESTABLISHING THAT VIOLATION OF THIS ORDINANCE AS A CRIMINAL OFFENSE; PROVIDING FOR A PENALTY AS DEFINED BY APPENDIX B “SCHEDULE OF FINES” OF THE OVERTON CODE OF ORDINANCES FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; SUMMARY PUBLICATION AND AN EFFECTIVE DATE.**

**Mayor Pro Tem Cox made a motion to approve Ordinance No. 2015-11-19B as amended. Councilman Davis seconded the motion. (Attachment 6)**

**Mayor Evans called for discussion.**

*Councilman Davis stated that the proposed diagram calls for the placement of a stop sign at the corner of Briar Square & Kingsway (the 2<sup>nd</sup> stop sign) will be in my yard; this may reduce my property value as it may make backing out of my drive way more difficult. However, I feel that stop signs are definitely needed.*

*Councilman Clark asked if there will be a grace period prior to the Police issuing tickets.*

*Police Chief Carter stated that he planned to direct the officers to allow for a period of stop & warnings once the signs are installed. We did the same thing when the stop signs were installed at Brandon Street.*

**With no further discussion, Mayor Evans called for a vote.**

**Motion carried 3 – 0; Councilman Beets and Councilman Posey absent.**

3. Hear and/or consider action regarding **RESOLUTION NO. 2015-11-19E**: a resolution of the City Council of the CITY OF OVERTON, TEXAS authorizing the Mayor to execute and Agreement with Longview Computer Center to provide IT services beginning December 1, 2015 which include purchase and installation of replacement hardware, network configuration and monthly maintenance of all network hardware, all operating system software and current third party software applications.

*City Manager Cunningham presented staff report.*

**Councilman Davis made a motion to approve Resolution No. 2015-11-19E as submitted. Councilman Clark seconded the motion. (Attachment 7)**

**Mayor Evans called for discussion; no discussion**

**Mayor Evans called for a vote.**

**Motion carried 2 – 0 – 1; Mayor Pro Tem Cox abstained, Councilman Beets and Councilman Posey absent.**

4. Hear and/or consider action regarding **RESOLUTION NO. 2015-11-19F**: a Resolution to ratify the decision of the Overton Economic Development Corporation with regard to their decision on bids received for work on improvements to the Overton Wastewater Treatment Plant.

*City Manager Cunningham presented a supplement to the staff report which included the bid summary. Cunningham stated that the City had only received two (2) bids for the Wastewater Treatment Plant improvements. Both bidding companies were over the amount approved by the election for the repairs. The Engineers had hoped to have received more bids.*

*Cunningham stated that after consulting with Schumburger and Polk, he recommended that Council consider recommending to the OEDC to accept a portion of the bid from one of the two bidding companies to replace the weirs and to rebid the expansion of the chlorine contact chamber at a later date.*

*From the bid summary, Cunningham suggested that the Council recommend to OEDC to accept the following portions of the total bid amounts from Duplichain Contractor, in the amount of \$47,200.00 for execution of the following bid items:*

- Base Bid Item 1- Contractor Mobilization
- Alternate Bid item 14 – Remove and replace clarifier weir and baffle with new stainless steel weir and baffle.
- Alternate Bid Item 15- Reconstruct clarifier outfall piping.

**Councilman Davis made a motion to recommend that OEDC accept Option 2 as presented which is to accept a portion of the bid from Duplichain which included doing the following items from the original work specification list: 1, 14 & 15. This would be to remove and replace the existing clarifier weir with a stainless steel weir, plug the existing clarifier outfall drain and install a**

new outfall drain in the bottom of the clarifier at a total cost of \$47,200.00. Councilman Clark seconded the motion.

**Mayor Evans called for discussion; no discussion**

**Mayor Evans called for a vote.**

**Motion carried 2 – 0 – 1; Mayor Pro Tem Cox abstained, Councilman Beets and Councilman Posey absent.**

**VII. CITY ADMINISTRATION'S MONTHLY REPORTS**

1. Fire Department Monthly Report
2. Police Department Monthly
3. Department of Finance Monthly Report
4. City Manager's Monthly Report

*City Manager Cunningham presented monthly departmental reports.*

**VIII. ADJOURNMENT**

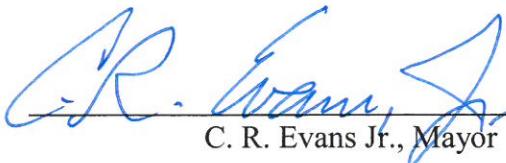
**Councilman Clark made a motion that the meeting be adjourned. Mayor Pro Tem Cox seconded the motion.**

**Mayor Evans called for a vote.**

**Motion carried 3 – 0, Councilman Beets and Councilman Posey absent.**

With no further business, the meeting was adjourned at 8:47 P. M.

Minutes approved and submitted and/or corrected this 17<sup>th</sup> day of December, 2015.



C. R. Evans Jr., Mayor

Attested by:



Rachél Gafford, City Secretary



## ATTACHMENT 1

City of Overton, TX  
Page 1 of 1

RESOLUTION NO. 2015-11-19B

### RESOLUTION NO. 2015-11-19B

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS, NOMINATING RON SHAFFER FOR APPOINTMENT TO A SEAT ON THE SMITH COUNTY 9-1-1 COMMUNICA- TIONS DISTRICT BOARD OF MANAGERS.

WHEREAS, Chapter 772 of the Texas Health and Safety Code outlines that the County 9-1-1 Communications District be governed by a Board of Managers; and

WHEREAS, Chapter 772 of the Texas Health and Safety Code states that two members of said board shall be appointed by the participating municipalities; and

WHEREAS, the current Board Member, Ron Shaffer, appointed by the eleven (11) participating municipalities in Smith County is due to expire on December 31, 2015; and

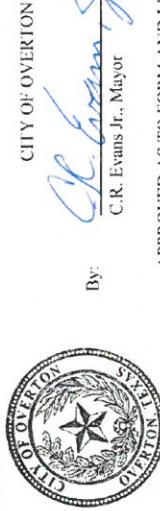
WHEREAS, Ron Shaffer has indicated that he would be interested in continuing to serve on the Smith County 9-1-1 Communications District Board of Managers for an additional two (2) year term,

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

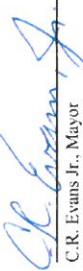
THAT Ron Shaffer is hereby nominated for appointment to the Smith County 9-1-1 Communications District Board of Managers

#### AND IT IS SO RESOLVED.

APPROVED AND ADOPTED by the City Council of the City of Overton, Texas on this 19<sup>th</sup> day of November, 2015.



CITY OF OVERTON

  
By:  
C.R. Evans Jr., Mayor

ATTEST:

  
Rachel Gafford, City Secretary  
  
Blake Thompson, City Attorney

APPROVED AS TO FORM AND LEGALITY:

## ATTACHMENT 2

City of Overton, TX

RESOLUTION NO. 2015-11-19C  
Page 1 of 1**RESOLUTION NO: 2015-11-19C**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
OVERTON, TEXAS RATIFYING ADOPTION OF THE 2015-16  
ANNUAL OPERATING BUDGET BY THE OVERTON ECONOMIC  
DEVELOPMENT CORPORATION FOR FISCAL YEAR 2015-16.**

THE STATE OF TEXAS  
COUNTY OF RUSK      §  
                              §

WHEREAS, the Overton Economic Development Corporation (OEDC) met on November 19, 2015, prior to a scheduled meeting of the City Council to consider adoption of its proposed Operating Budget for FY 2015-16; and

WHEREAS, after consideration of the proposed budget the OEDC Board adopted the 2015-16 Fiscal Year Operating Budget as submitted by a vote of 3 to 0;

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

The City Council of the City of Overton ratifies and approves the 2015-16 Fiscal Year Operating Budget of the Overton Economic Development Corporation as adopted by them and as shown in Exhibit A of this Resolution that is attached hereto and becomes a part hereof for all purposes.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON,  
TEXAS ON THIS 19<sup>th</sup> DAY OF NOVEMBER, 2015.

CITY OF OVERTON



C.R. Evans, Jr., Mayor

ATTEST:



Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:



Blake Thompson, City Attorney



FINANCIAL SUMMARIES			
Projected FY 2016			
	General Operating	CIP Projects	Total All Funds
Estimated Fund Balance (Working Capital) 10-15	\$ -	\$ 1,139,530	\$ 1,139,530
(Less Reserves)	-	(100,000)	(100,000)
Estimated Revenue (2015-16)	121,969	-	121,969
Total funds Available	121,969	1,039,530	1,161,499
Budgeted Expenditures	<u>24,076</u>	<u>884,000</u>	<u>908,076</u>
Estimated Fund Balance (Working Capital) 9-30-16	\$ 97,893	\$ 155,530	\$ 253,423



## Overton Economic Development District

Proposed FY 2015-16 Budget

**OEDC Annual Operating Budget FY 2015-16****General Operating Funds****Revenue****Taxes - State Sales Taxes****SubTotal Taxes****112,331****-****112,331****Interest Income****Notes Receivable****Loan Payment proceeds****50****-****50****Total General Operating Revenue****121,969****-****121,969****Expenditures****Office Supplies and Services****Insurance and Bonds****Travel Expenses****Training****Legal & Audit****Bldg. Maintenance****Contract Services (City & ONLCC)****Total General Operating Expenditures****Difference****24,076****-****24,076****Capital Improvement Funds****Source of Funding****Reserves****Total CIP Funding****1,039,530****Expenditures****# 1 Replace water/sewer lines & repave alleys.****# 2 Reconstruct /repave intersections****# 3 Repair Slide Area on west side of dam.****# 4 Upgrade Clarifiers/weirs. Chlorine Contact Pond****Total CIP Expenditures****884,000****-****884,000****Projected CIP Ending Balance****155,530****-****155,530****Projected Ending Balance All Funds****253,423****-****253,423**

Q4	New	Days	January	February	March	April	May	June	July	Aug	Sept	Total
2004	6,003,30	8,062,59	4,831,06	4,682,75	6,072,73	4,008,73	4,269,73	3,956,54	3,593,05	4,644,50	4,857,74	4,718,02
2005	5,302,02	7,157,54	4,008,73	4,008,73	7,207,21	4,008,73	4,008,73	3,808,76	5,768,88	7,567,22	4,303,87	65,935
2006	5,471,21	7,349,06	5,962,34	6,161,59	7,609,56	6,904,92	5,099,74	5,097,05	5,383,43	6,212,80	8,643,22	78,924
2007	6,228,68	10,313,25	5,785,55	8,698,88	8,698,88	5,177,98	6,199,72	6,199,72	8,737,35	5,396,99	5,396,99	38,393
2008	6,120,06	9,556,72	6,103,44	8,666,27	9,071,70	6,686,51	7,744,49	8,041,17	7,282,82	10,072,71	11,163,88	102,802
2009	8,282,00	12,228,94	8,298,01	8,067,42	11,275,88	9,111,47	7,161,64	7,731,60	7,043,81	12,699,88	8,456,64	115,978
2010	8,888,43	7,505,04	7,303,13	4,008,81	7,837,44	5,659,66	5,151,47	5,151,47	5,151,47	5,151,47	5,151,47	8,888,43
2011	6,273,49	8,835,75	6,222,99	5,656,88	9,101,06	7,252,00	6,388,33	10,159,7	7,955,4	6,425,87	5,121,91	29,106
2012	6,994,02	9,861,72	6,717,48	5,561,39	10,277,19	5,561,72	6,666,99	6,176,06	6,176,06	5,561,72	5,848,12	5,848,12
2013	7,605,93	9,744,39	7,393,65	8,010,70	9,666,72	7,117,07	7,117,07	8,171,48	8,171,48	7,117,07	7,117,07	7,117,07
2014	8,601,30	10,186,93	7,393,65	8,010,70	9,666,72	7,117,07	8,171,48	8,171,48	8,171,48	7,117,07	7,117,07	7,117,07
2015	8,601,79	10,187,26	8,638,95	7,223,30	11,141,34	7,886,39	8,812,70	11,147,57	9,466,05	11,147,57	11,147,57	11,147,57
Actual 2016	8,379,31	11,028,77	8,880,73	11,172,30	11,172,30	8,880,73	11,172,30	11,172,30	11,172,30	11,172,30	11,172,30	11,172,30
% Diff Est/Act	-1.16%	5.31%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Est. 2016	8,381,68	10,147,77	8,880,73	11,172,30	11,172,30	8,880,73	11,172,30	11,172,30	11,172,30	11,172,30	11,172,30	11,172,30
\$ Diff Est/Act	-102,58	556,26	-556,26	-556,26	-556,26	-556,26	-556,26	-556,26	-556,26	-556,26	-556,26	-556,26

OEDC - Sales Tax Collection History - Projection

### ATTACHMENT 3

City of Overton, TX  
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RESOLUTION NO. 2015-11-19A

**RESOLUTION #:** 2015-11-19A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS LEGALIZING THE SALE OF ALL ALCOHOLIC BEVERAGES INCLUDING MIXED BEVERAGES INSIDE THE CITY LIMITS OF THE CITY OF OVERTON, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, a local option election on the issues of legalization of the sale all alcoholic beverages including mixed beverages was held on the 19<sup>th</sup> day of November, 2015; and

WHEREAS, the City Council has met on the 12<sup>th</sup> day of November, 2015 and canvassed the voters on such issue; and

WHEREAS, such election resulted in the legalization of the sale all alcoholic beverages including mixed beverages for consumption in the City; and.

WHEREAS, on October 15, 2015 the City Council, prior to the alcoholic beverage election, approved a measure declaring the city limits.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS;

SECTION 1: THAT the area within which the sale of all alcoholic beverages including mixed beverages is legal is that area within the City of Overton city limits as established by action of the City Council on October 15, 2015.

AND IT IS SO RESOLVED.

APPROVED AND ADOPTED by the City Council of the City of Overton, Texas on this 19<sup>th</sup> day of November, 2015.

CITY OF OVERTON  
C.R. Evans Jr.  
By:  
C.R. Evans Jr., Mayor

ATTEST:  
Rachel Gafford  
Rachel Gafford, City Secretary  
APPROVED AS TO FORM AND LEGALITY:  
Blake Thompson  
Blake Thompson, City Attorney



**ATTACHMENT 4**

City of Overton, TX  
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RESOLUTION NO. 2015-11-19D

**RESOLUTION NO. 2015-09-19D**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF OVERTON, TEXAS, CASTING THE  
CITY'S TWENTY-EIGHT VOTES IN FAVOR OF  
PHILLIP (PHILIP) COX FOR ELECTION TO A  
SEAT ON THE RUSK COUNTY APPRAISAL  
DISTRICT BOARD.**

WHEREAS, §6.03 of the *Texas Property Tax Code* requires that each Appraisal District in the State be governed by a Tax Appraisal Board; and

WHEREAS, §6.03(g) provides that each taxing unit in the District that is entitled to vote may nominate by Resolution adopted by the governing body, one candidate for each position; and

WHEREAS, the City of Overton is a taxing unit within the Rusk County Appraisal District and at its regularly called meeting held on September 15<sup>th</sup>, nominated Philip Cox and Skipper Honeycutt for election to a seat on the Rusk County Appraisal District Board; and

WHEREAS, Skipper Honeycutt declined the nomination for said Board; and

WHEREAS, the City of Overton has received the Official Ballot from the Rusk County Appraisal District Board that includes Phillip (Philip) Cox as an official nominee for that Board;

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

THAT all of the 28 votes allotted to the City of Overton for election of nominees to the Rusk County Appraisal District Board be cast for Phillip (Philip) Cox.

AND IT IS SO RESOLVED.

APPROVED AND ADOPTED by the City Council of the City of Overton, Texas on this 19<sup>th</sup> day of November, 2015.

CITY OF OVERTON

C.R. Evans Jr., Mayor  
By: C.R. Evans Jr., Mayor



RESOLUTION NO. 2015-11-19D

City of Overton, TX  
Page 2 of 2

ATTEST:

Rachel Gafford  
Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Blake Thompson  
Blake Thompson, City Attorney

## ATTACHMENT 5

City of Overton, TX  
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ORDINANCE NO 2015-11-19A

## ORDINANCE NO.2015-11-19A

**AN ORDINANCE OF THE CITY OF OVERTON, TEXAS DESIGNATING A REDUCED SPEED LIMIT, FROM 30 MPH TO 15 MPH ON A LOCAL ROAD AS AUTHORIZED BY CHAPTER 60 & 60.50 OF THE OVERTON MUNICIPAL CODE, ON KINGSWAY, WEST, FROM FM 3053, TO ITS TERMINUS; ESTABLISHING THAT THE VIOLATION OF THIS ORDINANCE TO BE A CRIMINAL OFFENSE; PROVIDING FOR A PENALTY AS DEFINED BY APPENDIX B "SCHEDULE OF FINES" OF THE OVERTON CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SUMMARY PUBLICATION AND AN EFFECTIVE DATE.**

WHEREAS, the City of Overton, Texas adopted Ordinance No. 2014-07-29A on July 29, 2014 thereby codifying the establishment of Speed Limits on certain streets and roads within its corporate limits; and

WHEREAS, a Speed Limit of 30 miles per hour was established for all roads, with the exception of those in school zones within the Corporate Limits of the City; and

WHEREAS, it is considered that a Speed Limit of 30 miles per hour creates an unnecessary hazard to some pedestrians on Kingsway beginning from FM 3035 west to its terminus and should be reduced to 15 miles per hour; and

WHEREAS, § 60.50 (b) of the Overton Code of Ordinances states that "the City Council, at its discretion, shall have the authority to designate the speed limits on streets within the City of a speed the Council feels is appropriate under the circumstances."

NOW, THEREFORE,

## BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS:

**Section 1: THAT the Speed Limit on Kingsway beginning from FM 3035 west to its terminus is reduced to 15 Miles Per hour.**

**Section 2: THAT the Chief of Police is directed to post the reduced Speed Limit at appropriate locations and enforce that speed limit as required by law.**

**Section 3: THAT a violation of this Ordinance shall be deemed guilty of a Class C Misdemeanor Criminal Offense, and upon conviction shall be punished by a fine as defined in Appendix B "Schedule of Fines" of the Overton Code of Ordinances.**

**Section 4: THAT if any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.**

City of Overton, TX  
Page 2 of 2

ORDINANCE NO. 2015-11-19A

**Section 5: THAT** this Ordinance, or summary thereof consisting of the title, shall be published twice in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

This Ordinance shall be effective immediately upon its passage and approval.

**PRESENTED AND APPROVED THIS THE 19<sup>th</sup> DAY OF NOVEMBER, 2015 BY A VOTE OF 3 AYES, 0 NAYS, 0 ABSTINENTS, AT A REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS.**

CITY OF OVERTON



C.R. Evans, Jr. Mayor

ATTEST:



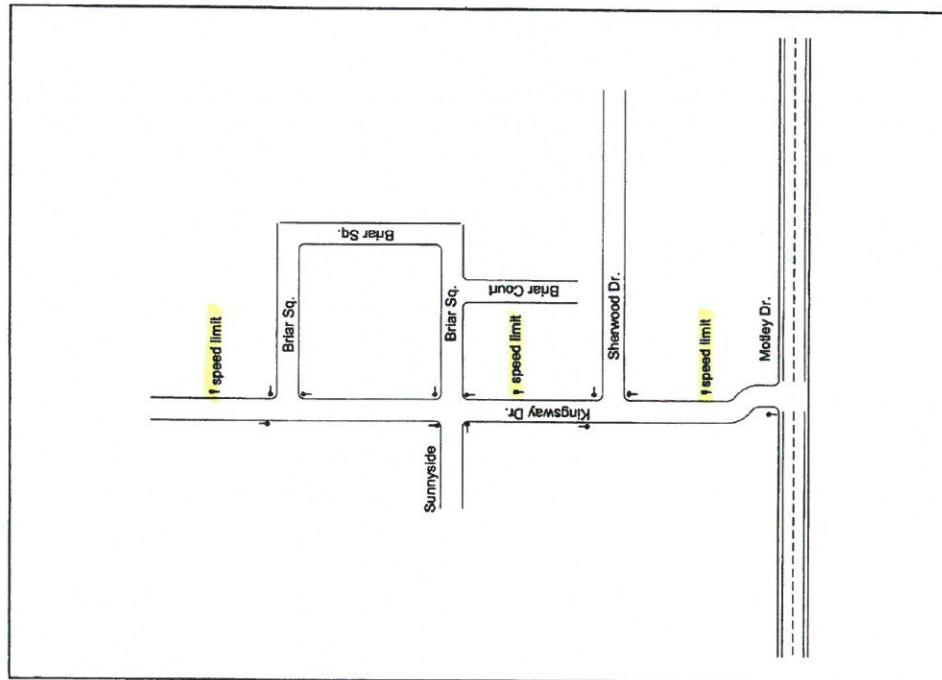
Rachel Gafford  
Rachel Gafford, City Secretary



APPROVED AS TO FORM AND LEGALITY:



Blake Thompson  
Blake Thompson, City Attorney



## ATTACHMENT 6

City of Overton, TX  
Page 1 of 3

ORDINANCE NO. 2015-11-19B

### ORDINANCE NO. 2015-11-19B

AN ORDINANCE OF THE CITY OF OVERTON, TEXAS  
CONTAINING FINDINGS OF FACT; AUTHORIZING STOP  
SIGNS AT CERTAIN LOCATIONS SPECIFIED IN THIS  
ORDINANCE; RATIFYING PLACEMENT OF SUCH SIGNS;  
REQUIRING OPERATORS OF VEHICLES TO STOP AT  
THE STOP SIGNS; ESTABLISHING THAT VIOLATION OF  
THIS ORDINANCE AS A CRIMINAL OFFENSE;  
PROVIDING FOR A PENALTY AS DEFINED BY  
APPENDIX B "SCHEDULE OF FINES" OF THE OVERTON  
CODE OF ORDINANCES FOR VIOLATION OF THIS  
ORDINANCE; PROVIDING FOR SEVERABILITY;  
SUMMARY PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Chapter 542 of the Texas Transportation Code authorizes cities to place stop signs on city streets; and

WHEREAS, all requirements of law have been satisfied concerning the stop signs authorized by this Ordinance; and

WHEREAS, this Ordinance promotes the public health, safety, and welfare and helps alleviate traffic hazards;

NOW, THEREFORE,

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS:

**Section 1:** THAT stop signs are hereby authorized and shall be placed at the locations described on Exhibit "A," which is attached hereto and incorporated herein in full.

**Section 2:** THAT the operator of a vehicle approaching any stop sign authorized by this ordinance shall stop as provided by state law.

**Section 3:** THAT a violation of this ordinance shall be a Class C Misdemeanor punishable upon conviction by a fine as defined in Appendix B "Schedule of Fines" of the Overtown Code of Ordinances.

**Section 4:** THAT to the extent of any conflict between the terms of this Ordinance and any prior ordinance, this Ordinance shall govern and control.

**Section 5:** THAT if any part of this Ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this Ordinance shall remain in full force and effect.

City of Overton, TN  
Page 2 of 3

ORDINANCE NO. 2015-11-19B

**Section 6:** THAT this Ordinance, or summary thereof consisting of the title, shall be published twice in the official newspaper of the City.

**Section 7:** THAT this Ordinance shall be effective at a location immediately upon the placement of signs authorized or ratified by this Ordinance at that location.  
PRESENTED AND APPROVED THIS THE 19<sup>th</sup> DAY OF NOVEMBER, 2015 BY A  
VOTE OF 3 AYES, 0 NAYS 0 ABSTENTIONS, AT A REGULAR  
CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON,  
TEXAS.

CITY OF OVERTON

*C.R. Evans, Jr.*  
C.R. Evans, Jr., Mayor

ATTEST:

*Rachel Gultford*  
Rachel Gultford, City Secretary

APPROVED AS TO FORM AND LEGALITY:

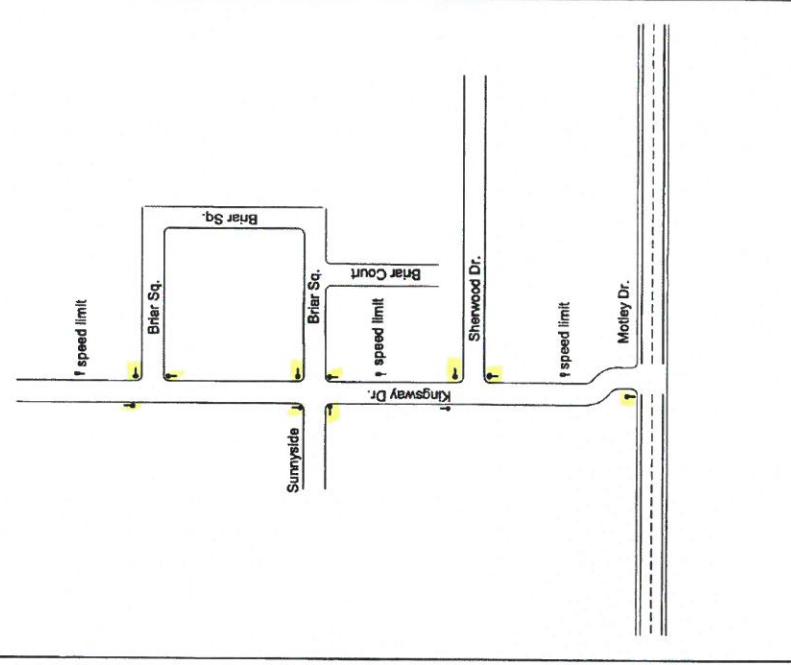
*Blake Thompson*  
Blake Thompson, City Attorney



**EXHIBIT "A"**  
Authorized Stop Signs

1. At the southwest corner of intersection of Motley Drive and Kingsway Drive facing eastbound traffic on Kingsway Drive.
2. At the northeast corner of the intersection at Kingsway Drive and Sherwood Drive facing west bound traffic on Kingsway Drive.
3. At the northwest corner of the intersection at Kingsway Drive and Sherwood Drive, facing south bound traffic on Kingsway Drive.
4. On the south side of Kingsway Drive where Sherwood Drive intersects with it, facing east bound traffic on Kingsway Drive.
5. Stop signs on all four corners of the intersection of Kingsway Drive and Briar Square/Sunnyside.
6. On the North east corner of the intersection of Briar Square and Kingsway Drive facing westbound traffic on Kingsway Drive.
7. At the northwest corner of the intersection of Briar Square and Kingsway Drive facing southbound traffic on Briar Square.
8. On the South side of Kingsway Drive where it intersects with Briar Square facing east bound traffic on Kingsway Drive.

See diagram of stop sign locations and speeding sign location on the following page.



## ATTACHMENT 7

City of Overton, TX  
Page 1 of 2

RESOLUTION NO. 2015-11-19E

### RESOLUTION NO. 2015-11-19E

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LONGVIEW COMPUTER CENTER TO PROVIDE IT SERVICES BEGINNING DECEMBER 1, 2015 WHICH INCLUDE PURCHASE AND INSTALLATION OF REPLACEMENT HARDWARE, NETWORK CONFIGURATION AND MONTHLY MAINTENANCE OF ALL NETWORK HARDWARE, OPERATING SYSTEM SOFTWARE AND ALL CURRENT THIRD PARTY SOFTWARE APPLICATIONS.

WHEREAS, the City of Overton contracted with EastTex Communications to provide computer network services in the last fiscal year; and

WHEREAS, those services provided by EastTex have been of the utmost value to the City in providing virus, malware and spyware protection; increasing the speed and operability of the work station computers; re-configuring the network server and upgrading the performance of the system in general; and

WHEREAS, during the latter part of the fiscal year, the City was in need of very specialized IT services related to installation of lap tops in police patrol cars including linking them to CrimeStar software and USTI court applications; and

WHEREAS, several quotes were obtained by the City to provide these specialized services, of which Longview Computer Center was chosen; and

WHEREAS, Longview Computer Center staff performed the services required in a very short period of time and at a very competitive cost and identified other critical needs of the system that were beyond the scope of the work originally planned; and

WHEREAS, at the request of the City, Longview Computer Center provided an offer for additional services that are defined in Exhibit A, to be considered by the City Council;

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

That the Mayor is authorized on behalf of the City to execute the attached Agreement shown as Exhibit A which is incorporated herein for all purposes, that defines the terms and conditions under which Longview Computer Center will provide computer equipment, related software, installation of same, integration of all components of the system and maintenance of the network

RESOLUTION NO. 2015-11-19E

City of Overton, TX  
Page 2 of 2

for a period of three years in compliance with the terms and conditions stipulated in the Agreement.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVERTON,  
TEXAS ON THIS 19th DAY OF NOVEMBER, 2015.

  
\_\_\_\_\_  
C.R. Evans Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Rachel Gafford, City Secretary

Approved to Form and Legality:

  
\_\_\_\_\_  
Blake Thompson, City Attorney





#### LCC C.A.R.E.S. Agreement

##### 1. Terms of Agreement

This Agreement between City of Overton, herein referred to as Client, and Longview Computer Center, hereinafter referred to as Service Provider, is effective upon the date signed, shall remain in force for a period of three years, and be reviewed annually to address any necessary adjustments or modifications. The term on this contract is from December 2015 to January of 2018. Should adjustments or modifications be required that increase or decrease the monthly fees paid for the services rendered by more than 10% under this Agreement, a re-evaluation of monthly costs may be warranted. Any changes in cost will be presented in the form of a written addendum to this existing agreement to the client before the next billing cycle.

The Service Agreement automatically renews for a subsequent three year term beginning on the day immediately following the end of the initial Term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client upon ninety (90) days written notice if the Service Provider:

- i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

- ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

- iii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

- b) This Agreement may be terminated by the Service Provider upon ninety (90) days written notice to the client.
- c) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

##### 2. Fees and Payment Schedule

Fees will be \$1294.00, invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. A one-time setup fee of \$7439.55 is required to bring the client up to established required specifications to deliver services rendered. Monthly payments are to be paid by ACH draft only, and will automatically debit on the first business day of the month. Services will be suspended if payment is not received within 5 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement.

*It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.*

##### 3. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

##### 4. Coverage

Vendor Management of Client's IT networks will be provided to the client by Service Provider through remote means between the hours of 9:00 am – 6:00 pm Monday through Friday, excluding public holidays. Remote Help Desk, Network Operations Center, and Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B. *Hardware costs of any kind are not covered under the terms of this Agreement.*

##### Support and Escalation

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

##### Service outside Normal Working Hours

Emergency services performed outside of the hours of 9:00 am – 6:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

##### Service Calls Where No Trouble is found

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix B.

##### Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

##### 5. Additional Maintenance Services

###### Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts are readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the client after first receiving the client's authorization to incur them.

2161 Gilmer Rd. Longview, TX 75603  
phone 903-259-3100 | fax 903-451-0653

www.lccsite.com  
service@lccsite.com

Page 1 of 8

2161 Gilmer Rd. Longview, TX 75603  
phone 903-259-3100 | fax 903-451-0653  
www.lccsite.com  
service@lccsite.com



- Monitoring Services**

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Service Provider will provide quarterly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

#### 6. Suitability of Existing Environment

##### Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date, Vendor-Supported, and Centrally-managed Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be an outside static IP address assigned to any network device allowing RDP or VPN access.

All costs required to bring Client's environment up to the Minimum Standards may not be included in this Agreement.

#### 7. Excluded Services

Service rendered under this Agreement does not include:

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
4. The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
5. The cost to bring Client's environment up to minimum standards required for Services.
6. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.



- 7. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- 8. Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- 9. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 10. Training Services of any kind.

#### 8. Confidentiality

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

#### 9. Miscellaneous

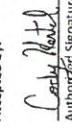
This Agreement shall be governed by the laws of the State of Texas. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of all equipment listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client. Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

#### 10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in "Appendix B." Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have causec this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

  
Longview Computer Center  
Authorized Signature

  
City of Overton  
Authorized Signature



Page 3 of 8



Page 4 of 8



#### Response and Resolution Times

##### Appendix A

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)	Resolution time (in hours)	Escalation threshold
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

The following table shows the targets of response and resolution times for each priority level:

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd party (Vendor) Support Engineers to resolve the most complex issues.





#### Included Services/Equipment Appendix B

##### AVG CloudCare AntiVirus

- Centrally-managed cloud-based antivirus for up to 25 PCs.

##### Reliable and Secure Backup

- Virtualized backups with up to 1TB of off-site cloud storage.
- Virtualized environment in the event of a hardware failure.
- Restore deleted files.

##### Client Profile

- Internal Company Website tailored specifically to client's support needs.

##### Remote Monitoring

- 25 Devices, 1 Server
- 24 x 7 x 365 Monitoring for any device with an IP address.
- Identify issues with device and network performance before they result in downtime.
- Executive Summary - Comprehensive quarterly reports show you not only how many issues were resolved but also how quickly.

##### Software Delivery

- Server 2012 Standard
- SQL Server

##### NOC Management

- After hours updating and management of systems to ensure best possible user experience.
- Automated software updates. (e.g. Adobe Reader, Java, Antivirus, Windows Updates)

##### Help Desk

- Unlimited 24 x 7 x 365 call center with remote access to resolve issues quickly.
- North American-based support
- Call, live chat, or e-mail a trouble ticket
- Educated, certified, and experienced technicians
- Staff has one number to call to get any issues resolved.

##### Vendor Management

- Incident resolution for your equipment, phone, networks, and hosting. Staff has one number to call to get any vendor related issues resolved.

##### Reduced Labor Rate

- Billable hours are billed at a reduced rate of \$55/hour.



#### Service Rates Appendix B (cont.)

	Labor	Rate
Remote PC Management/Help Desk	\$55/hour	
24 x 7 x 365		
Remote Printer Management	\$55/hour	
24 x 7 x 365		
Remote Network Management	\$55/hour	
24 x 7 x 365		
Remote Server Management	\$55/hour	
24 x 7 x 365		
Network Monitoring	\$55/hour	
24 x 7 x 365		
In-House Labor	\$55/hour*	
Normal Business Hours		
On-Site Labor	\$55/hour*	
Normal Business Hours		

\* Client will use best efforts to bring any units to Service Provider's location that require in-house repair. If Service Provider is requested to pick up a unit that requires in-house repair, response time will be based on "Response and Resolution Times" noted in Appendix A.





Addendum to LCC C.A.R.E.S. Agreement

1. Terms  
a.)

iv. Non appropriation provision- should the Client (a government entity) fail to appropriate sufficient funds to cover the costs of services provided after six months of receiving and paying in full, all services offered under this Agreement to that date, then Client may terminate the Agreement with 90 days written Notice if sufficient funds cannot be appropriated due to losses of revenue for reasons beyond the City's control, such as natural disasters, economic conditions or Acts of God. This provision does not relieve the City of payment to Service Provider for any and all services rendered prior to the termination date of the Agreement for causes identified in i-iii above.

**Authorization Agreement for Automatic Debits**

I (we) hereby authorize, Longview Computer Center, hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our)  Checking  Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

Depository (Bank) Name: \_\_\_\_\_

Customer Billing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY has received written notification from me or either of us of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it

By:

  
Cody Hertel  
Date 11/23/15

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
C.R. Evans, Jr.  
Mayor, City of Overton, Texas

Longview Computer Center

2161 Gilmer Rd.  
Longview Computer Center  
903.295.1000



City of Overton (Police Department)  
1200 South Commerce  
Overton, TX 75684

Estimate #	Estimate Date	Total
274	11-09-15	\$1,294.00

Item	Description	Unit Cost	Quantity	Line Total
Monthly Service - LCC	LGCC C.A.R.E.S. Program	\$1,294.00	1.0	\$1,294.00
Monthly Service - AVG	AVG CloudCare AntiVirus	\$0.00	25.0	\$0.00
Monthly Service - HD Help Desk		\$0.00	2.0	\$0.00
Monthly Service - NOC S	NOC Server	\$0.00	1.0	\$0.00
Monthly Service - NCC W	NOC Workstation	\$0.00	25.0	\$0.00
Monthly Service - RMM-S	RMM Server	\$0.00	2.0	\$0.00
Monthly Service - RMM-W	RMM Workstation	\$0.00	25.0	\$0.00
PERKS - Client Profile	Internal Company Website tailored specifically to client's needs.	\$0.00	1.0	\$0.00
PERKS - Reduced Labor	All billable labor is billed at our current lowest rate. (\$55/hr)	\$0.00	1.0	\$0.00
Server 2012 Standard Lease (Monthly)		\$0.00	1.0	\$0.00
Standard Lease	SQL Server Lease (Monthly)	\$0.00	1.0	\$0.00
Backup - ShadowProtect	Monthly - ShadowProtect for BDR (Up to 1TB of Cloud Storage)	\$0.00	1.0	\$0.00
License and Software				

Subtotal	Tax	Estimate Total
\$1,294.00	\$0.00	\$1,294.00

### THIS IS AN ESTIMATE

#### Disclaimer

Setup labor will be an additional charge unless expressly quoted. All labor quotes are an estimate. Pre-payment is required on all special order items. Please fax signed quote to 903.496.0683 or email it to service@LCCsite.com so that your order can be placed.

Signed: J.P. Brown, Jr.  
Date: 11/20/2015



2161 Glitter Rd.  
Longview, Texas 75604  
Longview Computer Center  
903-295-1000



City of Overton (Police Department)  
1200 South Commerce  
Overton, TX 75684

	Estimate #	Quantity	Line Total
Front #2514	273	1.0	\$1,500.00
Computer Systems	11-09-15		
Total			\$7,439.95

Item	Description	Unit Cost	Quantity	Line Total
LCC CARES, Up Front	LCC CARES, Up Front - Labor required to bring network up to current standards, includes new server/domain and backup appliance installation)	\$1,500.00	1.0	\$1,500.00
1U SERVER	INTEL XEON E3-1271 3.6GHz	\$2,439.99	1.0	\$2,439.99
Computer Systems	CRUCIAL 32GB DDR3 RAM			
	SEAGATE 1TB SATA 6GB/S 7200RPM(X2) CONFIGURED FOR RAID 1			
	LSI B271-416GB SAS/SATA HARDWARE RAID CARD			
	ASUS 24X SATA DVDRW			
	INTEGRATED GIGABIT LAN			
	NOBILIS BASE SERVER EXTENDED (3YR) WARRANTY			
BACKUP - ST-1122	BACKUP - ST-1122 BDR Appliance	\$2,299.99	1.0	\$2,299.99
BDR Appliance				
Enclosed Rack	Network Rack Enclosure - 40"	\$1,099.99	1.0	\$1,099.99
	Fixed Shelf for Network Cabinet	\$49.99	2.0	\$99.98
	Network Cabinet 1.5' x 19.5' x 19.5' - 100 lbs. per shelf			

	Subtotal	Tax	Estimate Total
	\$7,439.95	\$0.00	\$7,439.95

Setup labor will be an additional charge unless expressly quoted. All labor quotes are an estimate. Pre payment is required on all special order items. Please fax signed quote to 903-496-0683 or email it to service@LCCsite.com so that your order can be placed.

*John H. Lang Jr.*  
Signed: \_\_\_\_\_  
Date: 11-23-15

### THIS IS AN ESTIMATE

#### Disclaimer

Setup labor will be an additional charge unless expressly quoted. All labor quotes are an estimate. Pre payment is required on all special order items. Please fax signed quote to 903-496-0683 or email it to service@LCCsite.com so that your order can be placed.