



REGULAR CALLED CITY COUNCIL MEETING
August 18, 2016

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD AUGUST 18, 2016 AT 7:00 P.M. PM IN THE COUNCIL CHAMBER, CITY HALL, 1200 SOUTH COMMERCE, OVERTON, TEXAS.

PRESENT:

C. R. Evans Jr., Mayor
Jerry Clark
Lawrence Davis
John Posey
Michael Paul Williams

ABSENT:

Philip Cox, Mayor Pro Tem

Also in attendance were, Charles Cunningham, City Manager, Clyde Carter, Chief of Police, Pamela Raney, Finance Director and Rachél Gafford, City Secretary representing staff; Michael and Jessica Vinson representing the Overton Volunteer Fire Department and Dale Grandstaff representing the public.

I. CALL TO ORDER –Mayor Evans called the meeting to order at 7:00 p.m.

1. Invocation was given by Councilman Posey.
2. Pledge of Allegiance was led by Councilman Williams.

II. CITIZEN FORUM - No one spoke

III. CITIZEN'S REQUEST – There were no requests to be heard.

IV. CONSENT AGENDA

1. Approval of Minutes of a Special Called Meeting of the Overton City Council held on August 11, 2016.
2. Council to take action on **Ordinance No. 2016-08-18B**; an Ordinance of the City Council of the City of Overton, Texas ordering a Regular City General Election for the election of City Councilman Place #1, City Councilman Place #3 and City Councilman Place #5 as required by Section 22.003 of the Texas Local Government Code and Chapter 41 of the Texas Election Code at the next Uniform Election to be held on November 8, 2016; authorizing the Mayor to sign the Election Order on behalf of the Governing Body, designating the early voting polling places.
3. Council to take action on **Resolution No. 2016-08-18A**; a Resolution of the City Council of the City of Overton, Texas authorizing the Mayor to execute an Interlocal Agreement with Rusk County Elections Office for election services that define the terms and condition under which the Rusk County Elections Office will provide

election services to the City Of Overton for a General Election that will be held on November 8, 2016.

4. Council to take action on **Resolution No. 2016-08-18B**; a Resolution of the City Council of the City of Overton, Texas authorizing the Mayor to execute an Interlocal Agreement with Smith County Elections Office for election services that define the terms and condition under which the Smith County Elections Office will provide election services to the City Of Overton for a General Election that will be held on November 8, 2016.
5. Council to take action on **Resolution No. 2016-08-18C**; a Resolution of the City Council of the City of Overton, Texas ratifying the results of an election held on July 26, 2016 to select Michael Vinson as the Fire Marshall.

Mayor Evans introduced each of the items on the Consent Agenda and asked the Council if they had the chance to review the items listed above. Mayor Evans then introduced the newly elected Fire Marshall, Michael Vinson, of the Overton Volunteer Fire Department.

Councilman Williams asked that his last name be corrected in the minutes; his last name was listed as "Phillips" instead of "Williams".

Councilman Davis made a motion to approve the Consent Agenda with the correction on the minutes (last name of Councilman Williams, listed as Phillips" corrected to "Williams").

Councilman Williams seconded the motion.

Mayor Evans called for a vote.

Motion carried 4 – 0 – 0; Mayor Pro Tem Cox absent.

V. PUBLIC HEARING

- **Mayor Evans opened the public hearing at 7:12 p.m.**

1. City Council to hear public comments regarding second reading of **Ordinance No. 2016-08-18A**; an Ordinance of the City Council of the City of Overton, Texas; an Ordinance amending Ordinance No. 2014-10-07A Chapter 96 City of Overton Zoning Ordinance; Section 6; District "SF" Single Family Residential and Section 7; District "MF" Multi-Family Residential, by adding Minimum Area Per Dwelling Unit Standards; and amending Section 2.34, the definition of Multiple-Family Dwelling, , providing for a penalty of up to \$500.00, as defined in Appendix B "Schedule of Fines" of the Overton Code of Ordinances, a repealer, a severability clause, providing for publication and an effective date.

Mayor Evans announced item V.1 and asked City Secretary to give the staff report.

City Secretary Gafford presented staff report with the recommendation for approval from staff and the Planning and Zoning Commission with a vote of 4 – 0 – 0.

Mayor Evans opened the floor for public comments.

No public comments made.

- **Mayor Evans closed the public hearing at 7:18 p.m.**

VI. OLD BUSINESS

1. Present revised meeting schedule for the City Council as updated July 8, 2016 *(typo, should have said as updated August 11, 2016).*

Mayor Evans reviewed the upcoming meeting schedule with Council. Mayor Evans reminded Council that the meetings on August 25, 2016 and on September 8, 2016 were both Special Called meetings and a Quorum of 4 members would need to be present.

- a. Receive request for leave of absence request from Council Members for future meetings.

Councilman Posey stated that he would not be able to attend the Special Called Meeting on August 25, 2016 and he requested an excused absence from this meeting.

Mayor Evans asked the Council if there were any other conflicts with any of the Council members on any other date. No requests for excused absences were made.

Councilman Williams made a motion to grant an excused absence to Councilman Posey for the Special Called Meeting scheduled for August 25, 2016.

Councilman Davis seconded the motion.

There being no discussion; Mayor Evans called for a vote.

Motion carried 3 – 0 – 1; Councilman Posey abstained and Mayor Pro Tem Cox absent.

2. City Council to take action on **Ordinance No. 2016-08-18A**; an Ordinance of the City Council of the City of Overton, Texas; an Ordinance amending Ordinance No. 2014-10-07A Chapter 96 City of Overton Zoning Ordinance; Section 6; District “SF” Single Family Residential and Section 7; District “MF” Multi-Family Residential, by adding Minimum Area Per Dwelling Unit Standards; and amending Section 2.34, the definition of Multiple-Family Dwelling, providing for a penalty of up to \$500.00, as defined in Appendix B “Schedule of Fines” of the Overton Code of Ordinances, a repealer, a severability clause, providing for publication and an effective date.

Mayor Evans announced item number VI.2 and stated that he would entertain a motion on this item.

Councilman Davis made a motion to approve Ordinance No. 2016-08-18A as submitted.

Councilman Clark seconded the motion.

Mayor Evans called for discussion.

Councilman Davis stated that he felt like this item had been discussed enough.

Councilman Posey asked if this Ordinance would prevent people from moving sheds bought at Lowes in and turning it into a residence of a “Tiny House”.

City Secretary Gafford responded that it should; however, if the shed exceeds a 1,000 s.f. of livable space we may still have a problem.

Councilman Posey stated that he thought that if they brought the building in on wheels then they could not do it.

City Secretary Gafford stated that applied to manufactured homes; however, if the building meets the minimum square footage for living area we may have to review for regulations to verify that we are able to keep them out.

Councilman Williams stated that I thought if it came in on wheels then it was not allowed. That it had to be built on sight.

City Secretary Gafford responded that I will need to refer to the Zoning Ordinance again to verify that we have the language in there to state “on a permanent foundation” and “built on site”; otherwise we may need another amendment to be sure we have covered all the basis. Gafford went on to say that the manufactured home ordinance covers “manufactured” or “modular” homes. These are homes that a specifically manufactured and HUD approve that are brought in on wheels. However, we have to be careful about stating that if “the residence comes in on wheels, it is not allowed” because the City has a Moving a Structure Permit Ordinance that would be for moving an “old house” constructed on another site and relocating that structure to a lot inside the city limits of Overton.

City Secretary Gafford stated that in the meantime(while further research is done) if there is a citizen who wishes to Relocate a Structure or a Tiny House that falls within this gray area I will consult with the City Attorney and we can require them come before Council for an approval.

With no more discussion; Mayor Evans called for a vote.

Motion carried 4 – 0 – 0; Mayor Pro Tem Cox absent.

VII. NEW BUSINESS

1. Receive and consider the proposed Annual Operating Budget for Fiscal Year 2016-17 as presented by the City Manager.

City Manager Cunningham did a presentation of the proposed budget going through each fund separately.

No Action Taken

VIII. CITY ADMINISTRATION’S MONTHLY REPORTS

1. Fire Department Monthly Report
2. Police Department Monthly

Mayor Evans asked the Police Chief the status of the homicide case.

Chief Carter responded with an update on the progress on the ongoing investigation and case.

Councilman Clark asked the Police Chief about the seized vehicles on his monthly report; specifically when we would be able to sale the 2015 Dodge Challenger.

Chief Carter responded that the drug charge cases were still pending and we could not sale any of the vehicles until they are awarded to the City by the Judge.

Councilman Clark asked what percentage of the money the City would retain when the City sold the vehicles.

Chief Carter responded that the City would retain 70% in the drug seizure account and would have to give the County 30% of the proceeds.

Councilman Davis asked if the storage fees were accumulating while pending resolution of the cases.

Chief Carter responded that the wrecker service does not start charging storage fees until the court returns the vehicle back to the defendant in the case; no fees are charged to the city while it is still an ongoing investigation and pending a trial.

3. Department of Finance Monthly Report

Finance Director Raney stated that the Mid-American bill had been charging the City sales tax. Mid-American just issued the City a \$12,000 credit on the August bill for sales tax that they had been charge dating back to 2010.

4. City Manager's Monthly Report

City Manager Cunningham presented monthly departmental reports.

No Action Taken

VIII. ADJOURNMENT

Councilman Posey made a motion to adjourn.

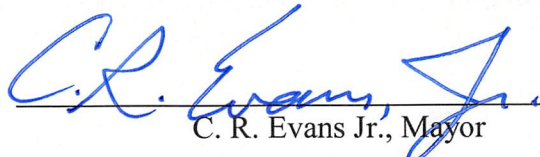
Councilman Davis seconded the motion.

Mayor Evans called for a vote.

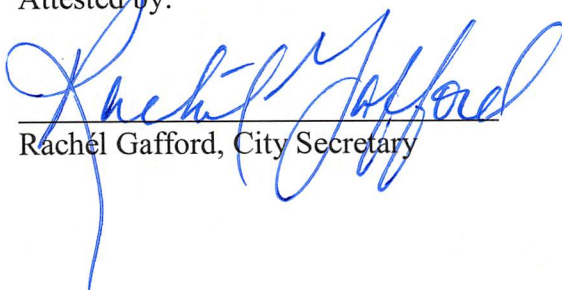
Motion carried 4 – 0 – 0; Mayor Pro Tem Cox absent.

With no further business, the meeting was adjourned at **8:41 P. M.**

Minutes approved and submitted and/or corrected this **25th** day of **August, 2016.**


C. R. Evans Jr., Mayor

Attested by:


Rachel Gafford, City Secretary



ATTACHMENT A

RESOLUTION NO. 2016-08-18A

City of Overton, TX

Resolution No. 2016-08-18A
Page 1 of 7**RESOLUTION NO: 2016-08-18A**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR ELECTION SERVICES THAT DEFINES THE TERMS AND CONDITION UNDER WHICH THE RUSK COUNTY ELECTIONS OFFICE WILL PROVIDE ELECTION SERVICES TO THE CITY OF OVERTON FOR A GENERAL ELECTION THAT WILL BE HELD ON NOVEMBER 8, 2016.

WHEREAS, the Texas Election Code require that an election is required for any office holder to take Political Office and that a general election is required to be held by the entity on regular recurring fixed date [EC §1.005(6)].

WHEREAS, the City Council of the City of Overton, Texas has by Resolution No. 2015-07-16B established that the City's Regular General Election shall be held every year on the Uniform Election Date in November; and

WHEREAS, Section 61.012 of the Texas Election Code requires that at least one accessible voting system be provided in each polling place used in a Texas Election on or after January 1, 2006; and

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems; and

WHEREAS, Entity located in Rusk County, Texas, desires to enter into a Contract for Election Services (EXHIBIT A) for the Elections Administrator of Rusk County, Texas to conduct the said election on behalf of the City of Overton for the early voting period and for November 8, 2016, Election Day;

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

The City Council hereby authorizes the Mayor to execute a contract for election services between the City of Overton and Rusk County Elections for elections services for a General

City of Overton, TX

Resolution No. 2016-08-18A
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Election and / or a Special Election to be held November 8, 2015 as so defined in the said Contract for Elections Services attached hereto as EXHIBIT A.

APPROVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 18th DAY OF AUGUST, 2016.



CITY OF OVERTON

By:

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

ATTEST:

Rachel Gafford
Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Blake Thompson
Blake Thompson, City Attorney

City of Overton, TX

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EXHIBIT A

THE STATE OF TEXAS §

COUNTY OF RUSK §

KNOW ALL MEN BY THESE PRESENTS:

CONTRACT FOR ELECTION SERVICES
CITY OF OVERTON

THIS AGREEMENT is made and entered into by and between the duly appointed and acting Rusk County Elections Administrator and the City of Overton and by authority of Section 31.092, Vernon's Texas Civil Statutes, and Elections Code for the leasing, programming, supervision and tabulation of the City of Overton Election.

This contract must be signed and returned to Rusk County Elections Administrator before any actions listed will be conducted.

THIS AGREEMENT is entered into in consideration of the mutual covenants and agreements hereinafter set out. **IT IS AGREED TO AS FOLLOWS:**

1. **RUSK COUNTY ELECTIONS ADMINISTRATOR** in connection with conducting the **CITY OF OVERTON** election, shall assume the following responsibilities:

- (A) Prepare lists of registered voters in City of Overton.
- (B) Establish Early and Election Day polling stations.
- (C) Select Early Voting, Election Day, and Ballot Board workers.
- (D) Order and distribute supplies for Early Voting and Election Day.
- (E) Conduct training on the electronic voting machines.
- (F) Program and test electronic voting machines for Early Voting and Election Day.
- (G) Post notice of the test of the electronic voting machines.
- (H) Deliver and set up electronic voting machines for Early Voting and Election Day.
- (I) Print and process ballots for Early Voting by mail.
- (J) Tabulate ballots voted by mail and in person for early voting and election day.
- (K) Prepare daily reports for early voting and total reports for final results.

City of Overton, TX

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- (L) Perform any and all other duties as necessary required under the Texas Election

Code in order or conduct the City of Overton Election.

- II. **CITY OF OVERTON** in connection with conducting the City of Overton Election shall assume the following responsibilities and shall directly bear any attendant cost for the same:

- (A) Post notices of election.
- (B) Deliver to the Contracting Officer as soon as possible, but not later than 78 days before the election, the proposition, issues, and/or candidate's names to be printed on the ballot with the exact wording, spelling, and order that is to be used on the official ballot.
- (C) Comply with all deadlines set by Secretary of State as pursuant to Texas Election Code and Vender responsible for the printing of paper ballots and programming for electronic voting.
- (D) Pay an administrative fee not to exceed 10% of the total amount of the contract to the Elections Administrator of Rusk County. Said fee constitutes the total fee to be paid by the City of Overton for the services to be rendered by the Elections Administrator of Rusk County under this contract. Further, said fee is set forth in Exhibit A, which exhibit is attached to this contract and made a part hereof for all purposes.

III. **GENERAL CONDITIONS:**

- (A) The applicable number of voting precincts plus one (1) Early Voting station for Early Voting by mail and by personal appearance will be tabulated for the City of Overton Election.
- (B) The City of Overton shall attend training conducted by the county on the use of the electronic voting machines.
- (C) The City of Overton agrees to save and hold harmless the Elections Administrator and County Elections Department of Rusk County, Texas from any and all claims made that arise out of the failure or omission of the City of Overton to perform its obligations under this contract.
- (D) The Elections Administrator and the County Elections Department of Rusk County, Texas, agree to save and hold harmless the City of Overton from any and all claims made arising out of the failure or omission of the Elections Administrator or the County Elections Department of Rusk County, Texas, to perform their obligations under this contract.
- (E) The contracting officer shall file copies of this contract with the County Treasurer and County Auditor of Rusk County, Texas, and the City of Overton will maintain a copy of the contract at its central office.

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- (F) This contract shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- (G) Except as otherwise provided in this contract, this contract shall be subject to change and modification only with the written mutual consent of each of the parties hereto.
- (H) This contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party.
- (I) This contract embodies and does constitute the entire agreement between the parties and there are no prior effective representations, warranties, or agreements between the parties. This contract shall supersede all prior agreements between the parties regarding the subject matter hereof.
- (J) The parties agree that this contract shall not be construed in favor of or against any party on the basis that the party did or did not author this contract.
- (K) The City of Overton agrees to return all voting equipment to the Elections Administrator in the same condition as existed when it was received by the City of Overton and the City of Overton shall be responsible for any and all damages to said voting equipment while in the possession of City of Overton.

IV. ELECTION EXPENSES AND ALLOCATION OF COSTS

- (A) It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section VI of this contract.
- (B) Should the election be held as a joint election the allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per Election Day polling places. Costs for polling places shared by more than one participating authority shall be pro-rated among the participants utilizing that polling place.
- (C) Each participating authority agrees to pay the Rusk County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100 (d) of the Texas Election Code.
- (D) The Rusk County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) with the county treasury in accordance with Election Code Section 31.100.

City of Overton, TX

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V. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

- (A) Any participating authority may withdraw from a joint election should it cancel its election in accordance with Sections 2.051-2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Rusk County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses.
- (B) Deadline to cancel election will fall on 79th day before Election Day. (Day after deadline for political subdivision to order election.)

VI. COST OF THE ELECTION

The exact amount of each participating authority's obligation under the terms of this contract shall be calculated after the election. The City of Overton shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator.

This contract is made and performable in Rusk County, Texas. **SIGNED AND EXECUTED**

THIS THE 18th DAY OF AUGUST, 20 16.



APPROVED:

RUSK COUNTY ELECTIONS ADMINISTRATOR

MAYOR, CITY OF OVERTON

ATTACHMENT B

RESOLUTION NO. 2016-08-18B

City of Overton, TX

Resolution No. 2016-08-18B
Page 1 of 10**RESOLUTION NO: 2016-08-18B**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR ELECTION SERVICES THAT DEFINES THE TERMS AND CONDITION UNDER WHICH THE SMITH COUNTY ELECTIONS OFFICE WILL PROVIDE ELECTION SERVICES TO THE CITY OF OVERTON FOR A GENERAL ELECTION THAT WILL BE HELD ON NOVEMBER 8, 2016.

WHEREAS, the Texas Election Code require that an election is required for any office holder to take Political Office and that a general election is required to be held by the entity on regular recurring fixed date [EC §1.005(6)].

WHEREAS, the City Council of the City of Overton, Texas has by Resolution No. 2015-07-16B established that the City's Regular General Election shall be held every year on the Uniform Election Date in November; and

WHEREAS, Section 61.012 of the Texas Election Code requires that at least one accessible voting system be provided in each polling place used in a Texas Election on or after January 1, 2006; and

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems; and

WHEREAS, Entity located in Smith County, Texas, desires to enter into a Contract for Election Services (EXHIBIT A) for the Elections Administrator of Smith County, Texas to conduct the said election on behalf of the City of Overton for the early voting period and for November 8, 2016, Election Day;

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

The City Council hereby authorizes the Mayor to execute a contract for election services between the City of Overton and Smith County Elections for elections services for a General

City of Overton, TX

Resolution No. 2016-08-18A
Page 2 of 10

Election and / or a Special Election to be held November 8, 2015 as so defined in the said Contract for Elections Services attached hereto as EXHIBIT A.

APPROVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 18th DAY OF AUGUST, 2016.



CITY OF OVERTON

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

ATTEST:

Rachel Gafford
Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Blake Thompson
Blake Thompson, City Attorney

City of Overton, TX

Resolution No. 2016-08-18A
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**EXHIBIT A
INTERLOCAL AGREEMENT**

STATE OF TEXAS
COUNTY OF SMITH

§
§

This Agreement is entered into this 18th day of **AUGUST**, 2016, by and between Smith County, Texas, a political subdivision of the State of Texas, with the authorization of its governing body (hereinafter referred to as **COUNTY**), The City of **OVERTON**, with the authorization of its respective governing bodies (hereinafter referred to as **VOTING UNITS**).

WITNESSETH

WHEREAS, **COUNTY** has the experience and resources to conduct elections throughout all of or portions of Smith County; and

WHEREAS, **COUNTY** may hire additional elections administration personnel as necessary to carry out this agreement; and

WHEREAS, **VOTING UNITS** and **COUNTY** have determined that it is in the public interest of their inhabitants that the following agreement be made and entered into for the purpose of having **COUNTY** furnish certain special election services and equipment needed by **VOTING UNITS** in connection with **VOTING UNITS'** election;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, as well as other good and valuable consideration stated herein below, **COUNTY** and **VOTING UNITS** agree as follows:

PURPOSE

It is the purpose of this INTERLOCAL Agreement to set forth the purpose, terms, rights and duties of the contracting parties whereby **COUNTY** is to provide certain governmental functions and services limited to the undertaking of a trustee election herein described for **VOTING UNITS**.

TERMS, RIGHTS AND DUTIES

I. COUNTY'S DUTIES

COUNTY shall perform the following duties in connection with conducting **VOTING UNITS'** election:

1. Appoint Early Voting Ballot Board and notify same;
2. Appoint Election Judges and Alternate Judges and notify same;
3. Conduct Early Voting both by personal appearance and by mail for **VOTING UNITS**;

City of Overton, TX

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4. Print ballots in accordance with the election laws and wording furnished by **VOTING UNITS** pursuant to Section II (2) under the Terms, Rights and Duties set forth in this agreement;

5. Order and maintain all supplies, materials and ballots in such quantities necessary to conduct such election;

6. Furnish **VOTING UNITS** with sample ballots for their election;

7. Provide for electronic voting process including preparation of ballot boxes, programming, testing of tabulation equipment and publication of notice of such tests and notification to **VOTING UNITS** of time and place of such tests;

8. Establish Central Counting Station;

9. Deliver supplies, ballot boxes and voting equipment to and from polling places;

10. Assume Election Day responsibilities, including late voting for illness disability, etc., and be available to voters and election officials;

11. Provide for retention and storage of election records as provided by law;

12. Furnish **VOTING UNITS** with copy of all vote tabulations and election returns;

13. Count ballots, process election returns, and prepare unofficial tabulation of votes;

14. Process election returns and prepare tabulation of unofficial returns for official canvassing by **VOTING UNITS**;

15. **ELECTIONS ADMINISTRATOR** shall make arrangements for polling places;

16. **ELECTIONS ADMINISTRATOR** shall appoint deputy early voting clerks;

17. **ELECTIONS ADMINISTRATOR** shall serve as Early Voting Clerk for elections;

18. Conduct early voting at a location to be determined by the Smith **ELECTIONS ADMINISTRATOR**;

19. Pay any claims for election expenses pursuant to Section 31.098(a) of the Texas Election Code (See Section III. **CONSIDERATION**, set forth in the Terms, Rights and Duties of this agreement for **VOTING UNITS'** responsibility for costs);

20. Review with **VOTING UNITS** the election process prior to election;

21. **COUNTY** shall pay claims of third parties attributable to the election which **COUNTY** conducts on behalf of **VOTING UNITS** if said claims become due prior to the **COUNTY'S** submission of an itemized bill of costs to **VOTING UNITS**. Said claims shall be paid from funds deposited by the **VOTING UNITS** with the County Treasurer, pursuant to Section 31.100(a) of the Texas Election Code and funds paid after the

City of Overton, TX

Resolution No. 2016-08-18A
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election is held and VOTING UNITS pays COUNTY pursuant to Section III. CONSIDERATION, set forth in the Terms, Rights and Duties of this agreement;

22. COUNTY shall pay salaries and wages of persons employed temporarily to perform duties under this agreement from funds deposited by VOTING UNITS with the County Treasurer pursuant to Section 31.100(a) and (b) of the Texas Election Code; and
23. COUNTY shall perform any and all other items necessary or required to conduct the election.

II. VOTING UNITS' DUTIES

VOTING UNITS shall be required to perform the following duties in connection with the terms and conditions of this agreement;

1. Furnish wording of ballot for VOTING UNITS' election in English and Spanish, and give final approval of VOTING UNITS' ballot in writing;
2. Prepare and submit any voting changes to United States Department of Justice as required by Federal Voting Rights Act of 1965, as amended, for VOTING UNITS' election;
3. Receive and process official tabulation in accordance with the Texas Election Code, including but not limited to canvassing the vote in accordance with Texas Election Code § 65.001 et seq.;
4. Perform those duties and functions which by law VOTING UNITS remains required to perform;
5. Notify COUNTY of exact boundaries of Voting Unit's district Boundaries by March 10, 2016; and
6. Give notice of election as required by all applicable laws, including Chapter 4 of the Texas Election Code.

III. CONSIDERATION

As consideration for performing the duties herein described in relation to VOTING UNITS' election to be held November 8, 2016, COUNTY shall charge its actual costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of holding VOTING UNITS' trustee election by contract pursuant to Texas Election Code Section 31.100(d). COUNTY and VOTING UNITS agree that the estimated total cost of the trustee election, as reflected in Exhibit "A," attached hereto and incorporated herein for all purposes, sets forth the estimated compensation to be paid to COUNTY, such compensation to be an amount that "fairly compensates" COUNTY for the services and functions performed under this agreement as required pursuant to Section 31.100 (c) of the Texas Election Code. In this regard the parties expressly agree to the following terms with respect to the compensation VOTING UNITS shall pay COUNTY for the services and equipment provided hereunder:

City of Overton, TX

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1. By or before September 1, 2016, VOTING UNITS shall deposit with COUNTY'S Treasurer one-half (1/2) of the amount VOTING UNITS are estimated to pay COUNTY, as reflected in Exhibit "A," for election costs pursuant to Section 31.100(a) of the Texas Election Code;
2. VOTING UNITS shall be responsible for paying the actual costs of early voting, the actual costs of the trustee election and the ten percent (10%) administrative fee described above;
3. COUNTY shall submit an itemized bill of actual costs for the services and equipment provided hereunder, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election. VOTING UNITS shall pay the total amount billed within thirty (30) days of receipt of said itemized bill. Should the actual costs for the services and equipment provided hereunder exceed the estimated costs as set forth in Exhibit "A," VOTING UNITS hereby expressly agrees to pay COUNTY for all such actual costs, plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election so that COUNTY is fairly compensated as agreed; and
4. VOTING UNITS expressly represents that it is able to pay for said election from current revenues as is required pursuant to Section 791.011 (d)(3) of the Texas Local Government Code.

IV. TERM

This agreement shall be effective as of the date of its execution by both parties and shall remain in effect for VOTING UNITS' November 8, 2016, election until such time as all consideration owed to COUNTY for services and equipment provided hereunder is paid.

V. INDEMNIFICATION

COUNTY, disclaims responsibility for any and all injuries or accidents which may occur on or about the premises of any and all voting locations, including early voting and voting on election day. To the extent allowed by Texas law, VOTING UNITS agree to indemnify and hold COUNTY harmless from any and all claims, damages, lawsuits, or otherwise relating to persons or property whether or not the cause or causes are associated with the services performed or equipment provided by COUNTY, its officials, agents, employees, or representatives in connection with this agreement.

VI. FORCE MAJEURE

In the event that the performance by COUNTY of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a part or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

City of Overton, TX

Resolution No. 2016-08-18A
Page 7 of 10**VII. VENUE AND CHOICE OF LAW**

The obligations and undertakings of each of the parties to this agreement shall be performable in Smith County, Texas, and this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VIII. MODIFICATION

This agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations or representations not expressly contained in this agreement are of no force and effect. Any oral representations or modifications concerning this agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. No official, representative, employee or agent of COUNTY has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court of COUNTY.

IX. NON-ASSIGNMENT OF RIGHTS

No assignment of this agreement or of any right accruing hereunder shall be made in whole or in part by VOTING UNITS without the prior written consent of COUNTY by and through an order of its Commissioners Court.

X. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon and inure to the benefit of the successors in office and assigns of the respective parties hereto.

XI. NOTICES

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

SMITH COUNTY
c/o Karen Nelson
Elections Administrator
200 E. Ferguson St Suite 500
Tyler, TX 75702

CITY OF OVERTON,
c/o Rasheed Gafford
City Secretary / Elections Administrator
1200 S. Commerce St.
Overton, TX 75684

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

City of Overton, TX

Resolution No. 2016-08-18A
Page 8 of 10**XII. CANCELLATIONS**

In the event that either **VOTING UNITS'** elections are canceled, the remaining voting unit shall pay all costs plus an administrative fee of ten percent (10%) of the total amount of the actual costs of the election incurred for their respective election and the canceling **VOTING UNIT** shall pay all costs incurred up to the date of cancellation that is prorated to that unit's election costs. Such costs shall be determined by the Smith County Elections Administration.

City of Overton, TX

Resolution No. 2016-08-18A
Page 9 of 10

EXHIBIT A

APPROVED IN SMITH COUNTY'S COMMISSIONERS COURT MEETING on the _____ day of _____, 2016, and executed by **Nathaniel Moran**, County Judge, as the authorized representative of **SMITH COUNTY**.

SMITH COUNTY

RECOMMENDED

NATHANIEL MORAN, COUNTY JUDGE_____
KAREN NELSON, ELECTIONS ADMIN.

APPROVED:

PHILLIP SMITH, ASSISTANT D.A.

City of Overton, TX

Resolution No. 2016-08-18A
Page 10 of 10

EXHIBIT A

APPROVED BY THE OVERTON CITY COUNCIL IN A MEETING on the 18TH day of August, 2016, and executed by C. R. Evans, Jr., City Mayor, as the authorized representative of the City of Overton.

CITY OF OVERTON

BY: C. R. Evans, Jr.
C. R. EVANS, JR., MAYOR

ATTEST:

BY: Rachel Gafford
RACHEL GAFFORD, CITY SECRETARY

APPROVED

BY: Blake Thompson
BLAKE THOMPSON, CITY ATTORNEY

ATTACHMENT C

ORDINANCE NO. 2016-08-18B

City of Overton, TX

ORDINANCE NO. 2016-08-18B
Page 1 of 7

ORDINANCE NO. 2016-08-18B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ORDERING A REGULAR CITY GENERAL ELECTION FOR THE ELECTION OF CITY COUNCILMAN PLACE #1, CITY COUNCILMAN PLACE #3 AND CITY COUNCILMAN PLACE #5 AS REQUIRED BY SECTION 22.003 OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 41 OF THE TEXAS ELECTION CODE AT THE NEXT UNIFORM ELECTION TO BE HELD ON NOVEMBER 8, 2016; AUTHORIZING THE MAYOR TO SIGN THE ELECTION ORDER ON BEHALF OF THE GOVERNING BODY, ESTABLISHING THE ELECTION PROCEDURES; DESIGNATING THE EARLY VOTING POLLING PLACES AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Senate Bill 733 was passed in the 84th Texas Legislature which concluded June 1, 2015 and signed by the Governor of Texas on June 19, 2015; and

WHEREAS, Senate Bill 733 allows Municipalities that currently hold May elections to take action to move their elections to the November uniform election date so long as the action to do so is completed by December 31, 2016; and

WHEREAS, the City Council of the City of Overton passed Resolution No. 2015-07-16B on July 16, 2015 moving the City of Overton's Regular General Election each year from May to November; and

WHEREAS, on November 8, 2016 a General Election shall be held for the purpose of electing three (3) City Council Members for the City of Overton (the "City"); and

WHEREAS, the *Texas Election Code* is applicable to said election and this ordinance shall establish procedures consistent with the Code and shall designate the Early Vote locations for said election; and

WHEREAS, the City of Overton, Texas (hereinafter the "City") has made provisions to contract with Rusk County and Smith County to conduct the City's General Election, pursuant to Chapter 31, *Texas Election Code*, and Chapter 791, *Texas Government Code* (the "Election Agreement" or "contract"); and

WHEREAS, the contract(s) (hereinafter referred to as the "Election Agreement") shall be in reference to Resolution No. 2016-08-18A for the Election Agreement between the City of Overton and Rusk County, and shall be in reference to Resolution No. 2016-08-18B for the Election Agreement between the City of Overton and Smith County.

NOW THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS

SECTION 1. The General Election of the City shall be held on Tuesday, November 8, 2016 to elect three City Council Members; Place 1, Place 3 and Place 5, to serve a term of two (2) years

City of Overton, TX

ORDINANCE NO. 2016-08-18B
Page 2 of 7

each. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 1200 S. Commerce Street; Overton, Texas 75684 between 8:00 a.m. on Monday, July 25, 2016 and 5:00 p.m. on Monday, August 22, 2016 all applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

SECTION 2. Notice of the elections shall be given and the elections shall be held in compliance with the provisions of the Texas Elections Code in all respects. The ballots for the elections shall comply with the *Texas Election Code* and be in the form provided by the City to Rusk County and Smith County Elections Administrator for use on the voting machines and ballots used by Rusk and Smith Counties.

SECTION 3. The Rusk County and Smith County Elections Administrators and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of general elections by general law cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared both in English and Spanish languages and shall contain such provisions, markings and language as is required by law.

SECTION 4. Early voting, both by personal appearance and by mail will be conducted by the Rusk and Smith Counties Elections Administrators who is hereby designated and appointed as the Early Voting Clerk for each County, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at the times, places and locations authorized by state law and the Rusk and Smith Counties Elections Administrators. Early voting shall commence on Monday, October 24, 2016, and continue through Friday, November 4, 2016. Early voting extended hours shall be held as established by the Rusk and Smith Counties Elections Administrators.

SECTION 5. As per Section 43.007(k) (2) to the *Texas Election Code*, both Rusk and Smith Counties have opted to utilize the countywide election precincts (hereinafter referred to as vote centers) allowing citizens to vote at any polling place within the county of residence for the voter. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for all precincts in Rusk and Smith Counties will be provided by vote center to the Rusk and Smith County Elections Administrators who shall tabulate and provide the election returns for the General Election.

SECTION 6. The City Secretary, or designee, is hereby instructed to aid the Rusk and Smith Counties Elections Administrators in the acquisition and furnishing of all elections supplies and materials necessary to conduct the election as provided per the Election Agreement(s). The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement between Rusk and Smith Counties and the City and the Rusk and Smith Counties Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Rusk and Smith Counties Elections Administrators shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

City of Overton, TX

ORDINANCE NO. 2016-08-18B
Page 3 of 7

SECTION 7. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by the Rusk and Smith County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Rusk and Smith County and its appointees are hereby designated and appointed by the City Council of Overton as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The City Council will further confirm the election judges and alternate election judges that are appointed by Rusk and Smith Counties for the election.

SECTION 8. Notice of the elections shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing the Notice of Election twice, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in the official newspaper of the City. The notice that is posted, and the notice that is published in the newspaper of general circulation within the city, will be written in English and Spanish.

SECTION 9. The election shall be held and conducted by the Rusk and Smith Counties Elections Administrators in compliance with state law and the Election Agreement(s). And, This Ordinance shall be in force and effect from and after its passage on the date shown below.

SECTION 10. It is hereby official found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PRESENTED AND APPROVED ON THIS 18th DAY OF AUGUST, 2016 BY A VOTE OF 4 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., Mayor

ATTEST:

Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Blake Thompson, City Attorney



City of Overton, TX

ORDINANCE NO. 2016-08-18B
Page 4 of 7**EXHIBIT A****ORDER OF GENERAL ELECTION FOR THE CITY OF OVERTON, TEXAS****(ORDEN DE ELECCIÓN GENERAL PARA LA CIUDAD DE OVERTON, TEJAS)**An election is hereby ordered to be held on November 8, 2016 for the purpose of:**Electing a Councilman Place #1, Councilman Place #3 and Councilman Place #5**

La elección general que se ordena aquí, se celebrará martes, el 8 de Noviembre 2016, para los fines siguientes:

La elección de un Concejal lugar #1, Concejal Lugar #3 y #5 Concejal LugarEarly voting by personal appearance will be conducted each week day from October 24, through November 4, 2016 at: *(La votación anticipada por comparecencia personal estará conducida cada día laborable desde el 24 de de Octubre hasta el 4 de Noviembre 2016 :***MAIN EARLY VOTING SITE (RUSK COUNTY):*****Sitio principal de la votación anticipada (Condado de Rusk):***

| Location | Dates | Time |
|--|-------------------------------|-------------------|
| Rusk County Elections Office 204 N. Main St. Henderson, TX | October 24 - October 28, 2016 | 8 a.m. to 5 p.m. |
| | October 29, 2016 | 10 a.m. to 3 p.m. |
| | October 30, 2016 | 12 p.m. to 5 p.m. |
| | October 31 - November 4, 2016 | 8 a.m. to 5 p.m. |

MAIN EARLY VOTING SITE (SMITH COUNTY):***Sitios principales de la votación anticipada (Condado de Smith):***

| Location | Dates | Time |
|---|-------------------------------|------------------|
| The HUB Smith County Elections Office 304 E. Ferguson St Tyler, TX | October 24 - October 28, 2016 | 8 a.m. to 5 p.m. |
| | October 29, 2016 | 7 a.m. to 7 p.m. |
| | October 30, 2016 | 1 p.m. to 6 p.m. |
| | October 31 - November 4, 2016 | 7 a.m. to 7 p.m. |

City of Overton, TX

ORDINANCE NO. 2016-08-18B
Page 5 of 7**TEMPORARY BRANCH EARLY VOTING SITE(S) (RUSK COUNTY):****Sitios De Votación Temporal en el Condado de Rusk:**

| Location | Dates | Time |
|---|---|------------------|
| County Barn Precinct #4 13612 FM 1798 W. Henderson, TX | October 24, 2016 & October 25, 2016 | 9 a.m. to 6 p.m. |
| Mt. Enterprise Community Center 300 W. 2 nd St. Mt. Enterprise, TX | October 27, 2016 & October 28, 2016 | 9 a.m. to 6 p.m. |
| Sherman R Smith Community Center 231 N. Hood St. Tatum, TX | October 31, 2016 & November 1, 2016 | 9 a.m. to 6 p.m. |
| Chandler Street Church of Christ 2700 Chandler St. Kilgore, TX | November 3, 2016 & November 4, 2016 | 9 a.m. to 6 p.m. |

TEMPORARY BRANCH EARLY VOTING SITE(S) (SMITH COUNTY):**Sitios De Votación Temporal (Condado de Smith):**

| Location | Dates | Time |
|---|-------------------------------|------------------|
| Noonday Community Center 16662 CR 196 Noonday, TX | October 24 - October 28, 2016 | 8 a.m. to 5 p.m. |
| | October 29, 2016 | 7 a.m. to 7 p.m. |
| | October 30, 2016 | 1 p.m. to 6 p.m. |
| | October 31 - November 4, 2016 | 7 a.m. to 7 p.m. |
| Whitehouse Municipal Court 311 East Main St Whitehouse, TX | October 24 - October 28, 2016 | 8 a.m. to 5 p.m. |
| | October 29, 2016 | 7 a.m. to 7 p.m. |
| | October 30, 2016 | 1 p.m. to 6 p.m. |
| | October 31 - November 4, 2016 | 7 a.m. to 7 p.m. |
| Lindale Public Library (Lillie Russell Memorial) 200 E Hubbard Lindale, TX | October 24 - October 28, 2016 | 8 a.m. to 5 p.m. |
| | October 29, 2016 | 7 a.m. to 7 p.m. |
| | October 30, 2016 | 1 p.m. to 6 p.m. |
| | October 31 - November 4, 2016 | 7 a.m. to 7 p.m. |
| Heritage Building 1900 W Bellwood Rd Tyler, TX | October 24 - October 28, 2016 | 8 a.m. to 5 p.m. |
| | October 29, 2016 | 7 a.m. to 7 p.m. |
| | October 30, 2016 | 1 p.m. to 6 p.m. |
| | October 31 - November 4, 2016 | 7 a.m. to 7 p.m. |

City of Overton, TX

ORDINANCE NO. 2016-08-18B
Page 6 of 7**BRANCH EARLY VOTING SITE (RUSK & SMITH COUNTY):**

| Location | Dates | Time |
|--|-------------------------------|------------------------|
| City of Overton, City Hall City Council Chambers 1200 S. Commerce St. Overton, TX | October 24 - October 28, 2016 | 8 a.m. to 5 p.m. |
| | October 31 - November 1, 2016 | 7:30 a.m. to 5:30 p.m. |

UBICACIÓN DE LOS SITIOS DE VOTACIÓN ANTICIPADAS (RUSK Y EL CONDADO DE SMITH):

| Location | Dates | Time |
|--|---|------------------------------|
| La Ciudad de Overton Sala del Consejo 1200 S. Commerce St Overton, TX | El 24 de Octubre hasta el 28 de Octubre de 2016 | de 8 a.m. to de 5 p.m. |
| | El 31 de Octubre hasta el 1 de Noviembre de 2016 | de 7:30 a.m. to de 5:30 p.m. |

Applications for ballot by mail for Rusk County Voters should be mailed to:*(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)*Kathie Wittner, Election AdministratorEarly Voting Clerk *Secretaria de la Votación Adelantada*P.O. Box 668 (204 N. Main St)

(Address) (Dirección)

Henderson, Texas 75653

(City) (Zip Code) (Ciudad)(Zona Postal)

Applications for ballot by mail for Smith County Voters should be mailed to:*(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)*Karen Nelson, Election AdministratorEarly Voting Clerk *Secretaria de la Votación Adelantada*302 E. Ferguson St

(Address) (Dirección)

Tyler, Texas 75702

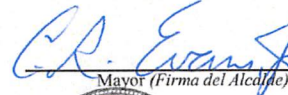
(City) (Zip Code) (Ciudad)(Zona Postal)

Applications for ballots by mail must be received no later than Friday, October 28, 2016 close of business. *(Las aplicaciones para votaciones por el correo no deben ser recibidas más tarde que el final de, Cerrado viernes, 28 de de Octubre de 2016.)*

City of Overton, TX

ORDINANCE NO. 2016-08-18B
Page 7 of 7

Issued this the 18th day of August, 2016. (Emitida este día 18th de Agosto, 2016).


Mayor (Firma del Alcalde)

Attested by:


Rachel Gafford, City Secretary



Instruction Note: A copy of this election order must be delivered to the county Clerk/elections Administrator and Voter Registrar immediately after ordering the election.

(Nota de instrucción: Se deberá entregar una copia de esta orden de elección a la Secretaria del Condado / Administrador(a) de Elecciones y el/la Registrador(a) de Votantes inmediatamente después de ordenar la elección.)

ATTACHMENT D
RESOLUTION NO. 2016-08-18C

ATTACHMENT E

ORDINANCE NO. 2016-08-18A

City of Overton, TX
Page 1 of 3

ORDINANCE NO. 2016-08-18A

ORDINANCE #: 2016-08-18A

AN ORDINANCE AMENDING ORDINANCE NO. 2014-10-07A CHAPTER 96 CITY OF OVERTON ZONING ORDINANCE; SECTION 6; DISTRICT "SF" SINGLE FAMILY RESIDENTIAL AND SECTION 7; DISTRICT "MF" MULTI-FAMILY RESIDENTIAL, BY ADDING MINIMUM AREA PER DWELLING UNIT STANDARDS; PROVIDING FOR A PENALTY OF UP TO \$500.00 AS DEFINED IN APPENDIX B "SCHEDULE OF FINES" OF THE OVERTON CODE OF ORDINANCES, A REPEALER, A SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, application has been properly made to amend the Zoning Ordinance of the City of Overton, Texas, requesting that a minimum living area square foot per dwelling unit be set in Single Family Residential and Multi-Family Residential Zoning Districts; and

WHEREAS, said application has been properly heard by the Planning and Zoning Commission of the City of Overton, Texas, as required by State statutes and the Zoning Ordinance of said City; and

WHEREAS, notice of a public hearing before the Planning and Zoning Commission was published in a newspaper of general circulation in Overton at least ten (10) days before such public hearing and said application has been properly heard by the Planning and Zoning Commission; and

WHEREAS, notice of a public hearing before City Council was published in a newspaper of general circulation in Overton at least 15 days before such hearing and said application has been properly heard by the Planning and Zoning Commission; and said application has been properly heard by the Overton City Council; and,

WHEREAS, public hearings to amend the text of the Comprehensive Zoning Ordinance herein described were held before both the Planning and Zoning Commission and the City Council as required by State statutes and the Zoning Ordinance of said City, and the Planning and Zoning Commission has heretofore made a recommendation concerning such amendment; and

WHEREAS, said Planning and Zoning Commission has made a recommendation to APPROVE the amendment adding Minimum Area per Dwelling Unit to Section 6. District "SF" Single Family Residential and Section 7. District "MF" Multi-Family Residential, and all legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of said City, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council is of the opinion that the zone change amendment herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the city of Overton;

City of Overton, TX
Page 2 of 3

ORDINANCE NO. 2016-08-18A

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

SECTION 1: ADDITIONS AND AMENDMENTS

That Section 2.34 of the Comprehensive Zoning Ordinance of the City of Overton shall hereby be amended to the following

"Section 2 – Definitions"

"34. Dwelling, Multiple-Family. A "multiple-family dwelling" is a building or portion thereof constructed for and/or occupied by two or more families and containing two or more dwelling units."

That Section 6.05 of the Comprehensive Zoning Ordinance of the City of Overton shall be hereby amended to add the following:

"Section 6.05 – MINIMUM AREA PER DWELLING UNIT"

| Zoning District | Lot Size | Minimum Sq. Ft. of Living Area | Maximum Building(s) Footprint |
|-----------------|-----------------------------------|--------------------------------|-------------------------------|
| SF | Lots with 6,000 sq. ft. or more | 1,000 sq. ft. | 40% lot coverage |
| SF | Lots with less than 6,000 sq. ft. | 750 sq. ft. | 40% lot coverage |

That Section 7.05 of the Comprehensive Zoning Ordinance of the City of Overton shall be hereby amended to add the following:

"Section 7.05 – MINIMUM AREA PER DWELLING UNIT"

| Zoning District | Lot Size | Minimum Sq. Ft. of Living Area | Maximum Building(s) Footprint |
|-----------------|-----------------------------------|--|-------------------------------|
| MF | Lots with 6,000 sq. ft. or more | 600 sq. ft. per dwelling unit (each additional bedroom must be a minimum of 100 additional sq. ft.) | 40% lot coverage |
| MF | Lots with less than 6,000 sq. ft. | 500 sq. ft. per dwelling unit; (each additional bedroom must be a minimum of 100 additional sq. ft.) | 40% lot coverage |

SECTION 2: PENALTY

Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day any such violations shall be allowed to continue shall constitute a separate violation and punishable hereunder.

City of Overton, TX
Page 3 of 3

ORDINANCE NO. 2016-08-18A

SECTION 3: PUBLICATION

The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clauses of this Ordinance as an alternative method of publication provided by law.

SECTION 4: EFFECTIVE DATE

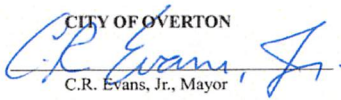
This Ordinance shall become effective from and after the date of its approval and adoption as provided by law.

PRESENTED ON FIRST READING ON THE 14th DAY OF July, 2016
AT A SPECIAL CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF
OVERTON, TEXAS.

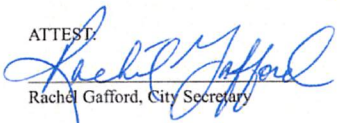
AND IT IS SO ORDAINED.

PRESENTED ON SECOND READING AND APPROVED ON THIS 18th DAY
OF August, 2016 BY A VOTE OF 4 AYES, NAYS
ABSTENTIONS, 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, City Secretary

APPROVED AS TO FORM AND LEGALITY:


Blake Thompson, City Attorney

