

**REGULAR CALLED CITY COUNCIL MEETING
May 18, 2017**

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD MAY 18, 2017 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
Michael Paul Williams

ABSENT:

John Posey

Also in attendance were, Charles Cunningham, City Manager, Clyde Carter, Police Chief, Pamela Raney, Finance Director, Wendy Bates, Accountant and Rachél Gafford, City Secretary representing staff; D. David Burks, John W. Tieken, James Dukes, Jerry M. Brown and Gloria Dooley, representing Rusk County ESD #1, Jim White, Overton Volunteer Fire Department, Andrea Chiles, Beverly Russell, Elsie Hollis, Carolyn Browder and Betty Clark 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 Davis*.
2. Pledge of Allegiance was led by *Mayor Pro Tem Cox*.

II. PROCLAMATION / RECOGNITION / APPOINTMENTS

1. Mayor Evans read and issued the following proclamation
 - a. 100th Birthday Celebration Proclamation Helen B. Harden

III. CITIZEN FORUM

1. Andrea Chiles, 205 N. Meadowbrook, requested that City Council consider the purchase of Handicap Accessible playground equipment for special needs children for the Overton Municipal Park.
2. Elsie Hollis, 212 N. Meadowbrook, requested that the City Council consider passing an Ordinance against allowing the parking of Boats and Recreational Vehicles in the front yard of residential property.

IV. CITIZEN'S REQUEST

1. Carolyn Browder, Queen Price Garden Club, requested the assistance from City Staff in the installation of the Christmas Decorations they have planned for along Commerce Street. Ms. Browder reported that the Club had been in touch with David Hudson from the Prison and that the Prisoners would be making some of the decorations; however, the club would need the City support in getting the

decorations installed on the light poles and the Lights up in the Trees along the Greenway.

V. CONSENT AGENDA

1. City Council to review, make possible corrections and approve minutes of:
 - a. Regular Called Meeting of the City Council held on April 20, 2017.
 - b. Special Called Meeting of the City Council held on May 1, 2017.

Mayor Evans introduced the Consent Agenda and asked the Council if they had the chance to review the minutes.

Mayor Pro Tem Cox made a motion to approve the Consent Agenda as submitted.

Councilman Williams seconded the motion.

Mayor Evans called for discussion. No discussion.

Mayor Evans called for a vote.

Motion carried 4 – 0 – 0; Councilman Posey absent.

VI. OLD BUSINESS

1. Present revised meeting schedule for the City Council as updated May 14, 2017.
 - a. Mayor to receive request, if any, for leave of absence from any Council Member from future meetings.

City Manager Cunningham presented the meeting calendar for June 2017.

Mayor Evans called for request for any excused absences for the June 15, 2017 Regular Council Meeting.

No requests for excused absences received

2. City Council to hear, review, consider and/or take action on **RESOLUTION NO. 2017-04-20C**; a Resolution of the City of Overton, Texas, to approve a continuance of a Management Agreement between the City of Overton and Overton Golf Course Association regarding the operation and maintenance of the golf course to be effective June 1, 2017 through May 31, 2022.

Mayor Pro Tem Cox made a motion to approve Resolution No. 2017-04-20C as submitted.

Councilman Williams seconded the motion.

Mayor Evans called for discussion. No discussion.

Mayor Evans called for a vote.

Motion carried 3 – 0 – 1; Councilman Clark abstained and Councilman Posey absent.

VII. NEW BUSINESS

1. Presentation of the proposed FY 2017-18 Budget Planning & Meeting Calendar.

City Manager Cunningham presented the proposed budget calendar and reviewed the important meeting dates on the Calendar stating that we needed to ensure a super quorum would be present for all Special Called Meetings and for the meeting when the Council is scheduled to vote on the budget and the tax rate.

No action taken

2. City Council to discuss and consider an invitation of the Rusk County Emergency Service District #1 to have the City of Overton become a part of the District.

David Burk, Rusk County Emergency Services District #1 (ESD) Board President, requested that City Council consider adding a proposition to the November Election to allow the Citizens of Overton to vote on becoming a part of the Rusk County ESD. Mr. Burk explained that over the past several years the Overton Volunteer Fire Department (VFD) currently receives run money for the runs made in the County; however, if Overton joined the ESD we would receive run money for all of the runs the OVFD participate in Rusk County inside and outside the City limits. Another benefit would be that the ESD would take over the insurance cost on all the vehicles and the workers comp insurance on the volunteer firefighters.

Gloria Dooley, ESD Board Secretary, explained that the Overton VFD had received funding in 2016 in the amount of \$71,116.84, and in 2015 in the amount of \$39,423.40 in addition to the \$20,000 annual funding check that is distributed each January. The ESD has also supported the OVFD with a used JAWS of Life, matching funds for new bunker gear for firefighters, used Air Packs, cost share in the New/Used Brush Truck and numerous vehicle repairs. Ms. Dooley wanted Council to know that the Citizens of Overton had been receiving benefits of being a member of the ESD at 100% without the Citizens contributing any monies to the ESD. Ms. Dooley went on to explain that the Board recently voted to fund the new Tanker for the Fire Department at 100% which will cost approximately \$257,000.

Mr. Burk then explained that in order for the City of Overton to join the ESD the City would have to Order a Special Election at the same time that the ESD Ordered a Special Election; the citizens of Overton would have to vote for joining the ESD which would include a .07 cent per \$100 of valuation that would go to the Rusk County ESD at the same time the County residents would have to vote to accept Overton into the ESD.

Mayor Evans thanked the Board Members for their attendance and the information presented by the ESD and that the Council would consider their request.

No action taken

3. City Council to discuss, consider and take action on **RESOLUTION NO. 2017-05-18A**, a Resolution to authorize application for regular license plates for an exempt police vehicle.

Police Chief Carter presented the Resolution that would allow for the application for regular license plates instead of exempt plates on the Police Chief's car allowing the car to be used in undercover investigations if needed.

Mayor Pro Tem Cox made a motion to approve Resolution No. 2017-05-18A as submitted.

Councilman Davis seconded the motion.

Mayor Evans called for discussion. No discussion.

Mayor Evans called for a vote.

Motion carried 4 – 0 – 0; Councilman Posey absent.

4. City Council to discuss, consider and take action on **RESOLUTION NO. 2017-05-18B**, a Resolution to approve an Agreement with the National Joint Powers Alliance, a Purchasing Cooperative that would allow the City of Over to become a member of the Alliance.

City Manager Cunningham presented the Resolution to Council stating that this would allow the City to access better pricing on fuel as part of the interlocal agreement with the National Joint Powers Alliance instead of the current individual fleet accounts the City uses with Exxon, Valero and Shell individually. The Alliance cards should be accepted at all of the local stations as well as offer more fueling options when staff is on the road traveling on City business at the guaranteed current agreed upon rate no matter which station the employee was fueling at.

Mayor Pro Tem Cox made a motion to approve Resolution No. 2017-05-18B as submitted.

Councilman Williams seconded the motion.

Mayor Evans called for discussion. No discussion.

Mayor Evans called for a vote.

Motion carried 4 – 0 – 0; Councilman Posey absent.

5. City Council to hear, review, consider and take action on a presentation of the Overton Economic Development Annual Report.

Mayor Pro Tem Cox presented the Annual report to Council.

No action taken

6. City Council to hear, review and consider a proposed plan to address the problem of abandoned or dilapidated housing in the City of Overton.

City Manager Cunningham presented a plan where the City could request court decision by the Judge to approve the demolition of some of the abandoned dilapidated structures in town that need to be demolished where the Code Enforcement Officer has had no success in either contacting the current owner or where ownership of the property is in question where the City staff would demolish the structure and then place a lien on the property.

No action taken

7. City Council to hear, consider and discuss altering the method of payment to the Mayor and City Council members for services rendered in execution of their duties and responsibilities as public officials.

City Manager Cunningham presented options to City Council requesting direction on how to write the Ordinance for how much the City Council members and Mayor would be paid monthly and in what payment methods would be allowable by the IRS.

Councilman Davis proposed that staff just do away with the pay.

Mayor Pro Tem Cox asked what would be easier, annually, quarterly or monthly.

City Secretary Gafford stated that quarterly or monthly would be easier to keep up with.

Council agreed to be paid through payroll monthly.

8. City Council to hear, consider and discuss projects being considered by the OMDD for funding from OMDD sales tax Revenue.

City Manager Cunningham presented a proposal for the Overton Municipal Development Districts to fund the following two (2) projects with City Council approval.

- a. *City Park drainage improvement project.*
- b. *Overton City Court / Council Chambers carpet replacement project.*

Councilman Williams made a motion to approve Overton City Court / City Council Chambers carpet replacement project and the City Park drainage project to be funded by OMDD.

Councilman Clark seconded the motion.

Mayor Evans called for discussion. No discussion.

Mayor Evans called for a vote.

Motion carried 3 – 0 – 1; Councilman Davis abstained and Councilman Posey absent.

VIII. CITY ADMINISTRATION'S MONTHLY REPORTS

Mayor Evans introduced the following departmental reports for review and discussion by Council.

1. Fire Department Monthly Report
2. Police Department Monthly
3. Department of Finance Monthly Report

City Secretary Gafford presented City Secretary's monthly report.

4. City Secretary's Monthly Report

City Manager Cunningham presented City Manager's monthly report.

5. City Manager's Monthly Report

No Action Taken

IX. CONVENE TO EXECUTIVE SESSION

City Council recessed into Executive Session at 8:36 P.M.

1. City Council to discuss, consider and take action on evaluating the performance of the City Manager during the period June 1, 2015 through April 30, 2017, pursuant to Section 551.074(A) (1) of the "TEXAS GOVERNMENT CODE".

City Council to adjourned executive session and return to the Regular Open Session at 8:55 P.M.

X. RECONVENE INTO OPEN SESSION

1. Council to take action on City Manager as discussed in Executive Session.

Mayor Pro Tem Cox made a motion to authorize an increase of 10% to Step 3 in base salary and an increase of 10% car allowance with both increases to be effective on May 27, 2017, based on the quality of performance of the City Manager over the last two years.

Councilman Clark seconded the motion.

Mayor Evans called for a vote.

Motion carried 4- 0 - 0; Councilman Posey absent.

XI. ADJOURNMENT

Councilman Clark made a motion to adjourn.

Mayor Pro Tem Cox seconded the motion.


Mayor Evans called for a vote.

Motion carried 4- 0 - 0; Councilman Posey absent.

With no further business, the meeting was adjourned at **8:57 P. M.**

Minutes approved and submitted and/or corrected this **15th** day of **June, 2017.**

CITY OF OVERTON



C. R. Evans, Jr., Mayor
6/22/17

Attested by:



Rachel Gafford, City Secretary



ATTACHEMENT A
PROCLAMATION



PROCLAMATION
100th BIRTHDAY CELEBRATION
HELEN B. HARDEN

WHEREAS, Helen B. Smith Harden will be honored by friends and relatives for the occasion of her 100th birthday on May 20, 2017 at Hopewell Christian Methodist Episcopal Church; and

WHEREAS, she was born in Overton, Texas on May 9, 1917 and has been a resident of the Overton and Arp communities since 1917.

WHEREAS, she was born to Reverend G. D. Smith and Mary Susan Smith, the middle child of their 11 children, and

WHEREAS, she became the wife of Jim Harden, Jr. in August of 1933, and this marriage was blessed with one child, one grandchild and one great-grandchild; and

WHEREAS, she proudly obtained her General Education Diploma through the Arp Independent School District in May of 1958; and

WHEREAS, in addition to being a wife and mother, she has been active in her church as being the Mother of the Hopewell Christian Methodist Episcopal Church of Arp and the Mother of the North Tyler District Christian Methodist Episcopal Church; and

WHEREAS, during a long and productive lifetime, she has demonstrated in countless ways her dedication to the welfare of others and has earned the respect and affection of people from all walks of life and all ages; and

WHEREAS, she has lived during the most eventful century of this world's history; and in her quiet way has been a force for good and stabilizing influence on those around her during these turbulent years; and

NOW, THEREFORE, I, C. R. Evans, Jr., Mayor of the City of Overton, Texas, do hereby deem it an honor and pleasure to extend this Certificate of Recognition to Helen B. Harden on the occasion of her 100th Birthday, with sincere congratulations and best wishes for many more happy and productive years.

IN WITNESS WHEREOF, I do hereby set my hand, and cause the seal of Overton to be affixed, this the 18th day of May, 2017.



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

Rachél Gafford
Rachél Gafford, City Secretary

ATTACHEMENT B
RESOLUTION NO. 2017-04-20C
Golf Course Association Management Agreement

City of Overton, TX
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RESOLUTION NO. 2017-04-20C
Approval of Management Agreement with Golf Assoc.

RESOLUTION NO. 2017-04-20C

RESOLUTION NO. 2017-04-20C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF OVERTON WITH THE OVERTON GOLF ASSOCIATION EFFECTIVE JUNE 1, 2017, FOR A TERM OF 5 YEARS TO EXPIRE ON MAY 31, 2022.

WHEREAS, The City Council of the City of Overton authorized a Management Agreement with the Overton Golf Association at a meeting held on August 19, 2010 for the management of the Golf Course located in the City for a term of five years; and

WHEREAS, the original Agreement between the City of Overton and the Overton Golf Association has since expired; and

WHEREAS, the current City Council is in full support of the Overton Golf Association's continued management of the Golf Course.

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

That the City Council approve and adopt **RESOLUTION NO. 2017-04-20C** authorizing the Mayor to execute the Management Agreement as contained herein as **Attachment A** with the Overton Golf Association effective June 1, 2017.

PASSED AND APPROVED by the City Council of the City of Overton, Texas on this 18th day of May, 2017.



CITY OF OVERTON

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

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

Rachel Gafford
Rachel Gafford, City Secretary

Blake Thompson
Blake Thompson, City Attorney

RESOLUTION NO. 2017-04-20C
ATTACHMENT A

AGREEMENT

WHEREAS, the City of Overton owns real property used by citizens of the City of Overton and the general public for playing golf; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to continue to contract out the operation of the City golf course; and

WHEREAS, for over ten (10) years the Overton Golf Association, Inc. has operated and maintained said golf course in a manner consistent with the original contract and to the satisfaction of the City Council;

NOW THEREFORE, the City of Overton, by and through its duly elected City Council, ("City", herein), grants to the Overton Golf Association, Inc. ("Association", herein), and the Association accepts an exclusive right and license to use, operate and maintain the Overton Golf Course, described herein, subject to the terms and conditions set forth herein.

Article One: Duties of the City

1. The City agrees to provide water and sewer for use by the Association for activities held at the golf course at the sole expense of the Association.
2. Provide access to the property described as the Overton Golf Course.
3. Provide police and fire protection to the premises and the structures located thereon.
4. Provide liability insurance for the protection of the City only.
5. Allow the Association to sell alcoholic beverages at the golf course subject to the Associations obtaining and maintaining in good standing the proper permits and licensing for such activity and conducting the sale and use according to State, County and City guidelines and procedures.
6. Provide to the Association the use of the City's community center, at no charge, for its annual Christmas party, subject to normal scheduling and availability. The Association will be responsible for cleaning the community center after each such use and hereby agrees to reimburse the City for the costs of cleaning same, in the event the Association fails to clean the facility within a reasonable period of time after each such use.

Article Two: Duties of the Association

As consideration for the license granted herein the Association agrees to:

1. Operate the golf course and provide a clean and wholesome atmosphere for public use and enjoyment of the game of golf.
2. Use diligence to prevent damage to any City property located on or adjacent to the licensed premises.

RESOLUTION NO. 2017-04-20C

13. Use reasonable diligence to prevent the vandalism, destruction or damage to the golf course premises and facilities by patrons or others.
 14. Pay all utilities incurred by the Association in connection with the operation of the golf course.
- Article Three: General Considerations**
1. This agreement contains the entire agreement between the parties regarding the subject hereof and supersedes any other prior agreement, either written or oral.
 2. This agreement can only be modified or amended in writing which is signed by appropriate representatives of the City and Association.
 3. No agreement of any kind shall be binding upon either party unless and until it has been made in writing and duly executed by both parties.
 4. The term of this Agreement shall commence on June 1, 2017 by the parties hereto, and shall expire five (5) years from that date, unless sooner terminated under the terms of this agreement.
 5. Covenants contained in this agreement shall be construed as severable and independent and shall be interpreted and applied consistent with the requirements of reasonableness and equity. Any judicial reformation of these covenants consistent with this interpretation shall be enforceable as though contained in this agreement and shall not affect any other provisions or terms of this Agreement.
 6. The Association may neither sell, assign, transfer, nor encumber this Agreement, the Association, or any other interest hereunder, nor suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law or otherwise, without the prior written consent of the City.
 7. Upon the material default by the Association of any of the obligations contained herein, the City may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice of the alleged default is given by the City to the Association. Such notice shall contain a description of each of the violations alleged. Upon receipt of the notice of default, the Association shall have thirty (30) days to cure any such material default. In the event that any such material default is not cured by the Association within such thirty (30) day period, this agreement shall be terminated without further action.
 8. In the event of termination of this Agreement for any reason, or upon expiration of this Agreement, the Association shall immediately vacate the premises and immediately discontinue the use of the golf course and all facilities connected with the golf course.
 9. Comply with all laws, statutes and regulations of the City of Overton, of the State of Texas and of the United States and agencies thereof.

RESOLUTION NO. 2017-04-20C

3. Provide cleanup of the golf course and its facilities after each use.
4. Pay the total sum of one dollar (\$1.00) per year to the City of Overton with the first payment due on the first day of June, 2017, and continuing regularly on the same day of each year thereafter during the entire term of this agreement.
5. Association and its officers and employees against any loss, liability or expense from persons protecting the Association and shall include the following:
 a. General liability including bodily injury in the amount of \$200,000 for each person and \$500,000 for each accident; and
 b. General liability including property damage in the amount of \$50,000,000 for each accident and \$100,000,000 in the aggregate.
 c. The Association shall furnish to the City a certification of insurance within thirty (30) days from the date of this agreement.
6. Notify the City in writing within ten days of the commencement of any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the Association's financial condition or ability to meet its obligations hereunder.
7. At its sole expense maintain the interior and exterior of the premises, including all equipment, signs and fixtures, in good, clean, attractive, and safe condition and repair, and will replace, repair and refinish the same if necessary. During the initial, and any renewal, term of the license, the Association shall, upon the City's request and at City's direction, refinish the premises to comply with current standards as prescribed by the City.
8. Comply with all federal, state, and local laws, ordinances, and regulations affecting the operation of the golf course.
9. Allow the City Manager of the City or his authorized agent to enter the premises at reasonable times to examine and inspect the fixtures, furnishings, equipment, products, and supplies standards and policies of the City.
10. Protect, defend and indemnify the City, its employees and agents, and hold them harmless from and against any and all costs, expenses, attorney fees, court costs, losses, liabilities, damage, claims and demands of every kind or nature, arising in any way out of the occupation, use or operation of the golf course or any fixtures, equipment, goods, merchandise or products used or sold in or at the golf course.
11. Open the golf course for the use by the general public at least five days a week for a reasonable number of hours per day.
12. Allow all citizens to use the golf course premises and facilities regardless of race, color, creed, religious preference or ability to play the game of golf.

RESOLUTION NO. 2017-04-39C

10. All permanent improvements constructed upon the premises shall become the property of the City when constructed and shall remain property of the City upon termination or expiration of this agreement. However, any currently owned or hereafter acquired personal property of the Association that is not a fixture of a building or other permanent improvement located or placed upon the premises, shall remain the sole property of the Association during the term of this agreement or upon termination or expiration of this agreement.

11. Delays in the performance of any duties hereunder which are not the fault of, and not within the reasonable preventive control of, the party due to performance, including but not limited to fire, flood, labor, disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes, or other similar events, shall not constitute a default in the party's performance for a period of time equivalent to the length of delay, or for such other reasonable period of time as agreed to between the parties.

12. If any provision of the Agreement, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected.

13. The relationship between the parties is that of independent contractor. No partnership, joint venture, or relationship of principal and agent is intended. The Association may not pledge the City's credit or bind it to any obligation, and the Association shall indemnify and hold the City harmless from and against all claims, demands, costs, and expenses in connection with the business.

14. No failure of the City to exercise any power given to it under this agreement, or to insist on strict compliance by the Association with any obligation or condition, and no custom or practice of the parties at variance with the terms of this agreement, shall constitute a waiver of the City's rights to demand exact compliance with its terms. Waiver by the City of any particular default by the Association shall not affect or impair the City's rights with respect to any subsequent default of the same or of a different nature; nor shall any delay or omission of the City to exercise any rights arising from a default affect or impair the City's rights as to this default or any subsequent default.

15. All notices shall be hand-delivered to the City at its main office located at 1200 S. Commerce Street or sent by registered or certified mail to the City to 1200 S. Commerce Street, Overton, Texas 75684 and to the Association if by hand-delivered to the location of the golf course clubhouse or sent by registered or certified mail to the Overton Golf Association, Inc. at P.O. Box 421, Overton, Texas 75684, unless the City or the Association sends to the other written notice of change of address.

16. This Agreement shall be governed in all respects and respects by the laws of the State of Texas, and the parties agree that any legal action concerning this Agreement shall be brought in a court of competent jurisdiction, in the County of Smith or Rusk, State of Texas.

17. All terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this agreement or any section, paragraph, or clause in it may require, as if such work had been fully and properly written in the appropriate number and gender.

RESOLUTION NO. 2017-04-39C

18. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained in this agreement shall not be held to expand, modify, amplify, or add to the interpretation, construction or meaning of this Agreement.

19. No representation, promise, guaranty, or warranty was made to induce the execution hereof or in connection herewith that is not expressly contained in this Agreement. By the execution and acceptance of this Agreement, the parties to this Agreement acknowledge that they have read it and understood each provision. This Agreement, although drawn by the City, shall be construed fairly and reasonably, and not more strictly against one party than against the other party to this agreement.

20. This agreement is executed in duplicate originals and shall become effective June 1, 2017.

RESOLUTION NO. 2017-04-20C

IN WITNESS WHEREOF, the parties to this agreement have duly executed this agreement.

Signed on the 18th day of May, 2017.

CITY OF OVERTON, TEXAS


C. R. Evans, Jr., Mayor

ATTEST:


Rachel Gafford, City Secretary


Richard Kylmala, President
OVERTON GOLF ASSOCIATION, INC.

THE STATE OF TEXAS §
COUNTY OF RUSK §

SUBSCRIBED BEFORE ME, the undersigned authority, by Richard Kylmala, of whom upon his oath, stated that he is the president of the Overton Golf Association, Inc., a private, non-profit corporation and acknowledged that he is executing this agreement in his capacity as the authorized representative of the Overton Golf Association, Inc., and that he has the authority of the Board of Directors of the Overton Golf Association, Inc., to execute this agreement.

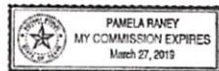
NOTARY PUBLIC, STATE OF TEXAS



Pamela Ranney
Printed Name

My Commission Expires: 3-27-19

Notary ID. No.: 12604375-7



ATTACHEMENT C
RESOLUTION NO. 2017-05-18A
Authorization of Regular License Plates on Certain City Vehicles

City of Overton, TX
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RESOLUTION NO. 2017-05-18A
Approval of Regular Plates of Police Vehicle

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RESOLUTION NO. 2017-05-18A
Approval of Regular Plates of Police Vehicle

RESOLUTION NO. 2017-05-18A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING CERTAIN CITY EMPLOYEES TO APPLY FOR REGULAR EXEMPT LICENSE PLATES FOR LAW ENFORCEMENT VEHICLES AND CITY OF OVERTON VEHICLES; AUTHORIZING CERTAIN VEHICLES BE EXEMPT FROM INSCRIPTION REQUIREMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Overton, Texas (the City), desires to officially designate a specific person the duty of signing all documents relating to the City's vehicle registrations, vehicle titles and vehicle license plates as the City's representative; and

WHEREAS, Section §721.005 of the Texas Transportation Code provides for the exemption from inscription of certain vehicles when used for the purpose of performing official duties; and

WHEREAS, Section §502.201 (g) (1) of the Texas Transportation Code provides for the issuance of regularly designed license plates not bearing the word "exempt" for a vehicle that is dedicated to law enforcement activities; and

WHEREAS, the City Council requests that the Texas Department of Transportation issue regular license plates, for use by the City of Overton Police Department upon proper application by such designated person(s).

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

Section 1. The City Council hereby requests that the Texas Department of Transportation issue regular license plates to the City of Overton Police Department for its unmarked criminal investigation vehicle(s) upon proper application.

Section 2. The following persons are hereby authorized to submit application for regular and special license plates to the Texas Department of Transportation on behalf of the City:

City Manager
City Secretary

Section 3. The City Council hereby affirms that the vehicles registered with regular exempt plates will be operated by the Overton Police Department and or all other City Vehicles in the performance of official duties.

Section 4. The City Council hereby affirms that the vehicles registered with standard plates without the inscription requirement will be operated by the Overton Police Department in the performance of its official duties as permitted by Section §721.005 of the Texas Transportation Code.

Section 5. This resolution shall become effective upon its passage and it is so resolved.

DULY PASSED AND APPROVED by the City Council of the City of Overton, Texas on this 18th day of May, 2017.

CITY OF OVERTON



ATTEST:

Rachel Gafford
Rachel Gafford, City Secretary

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

APPROVED AS TO FORM AND LEGALITY:

Blake Thompson
Blake Thompson, City Attorney

ATTACHEMENT D
RESOLUTION NO. 2017-05-18B
National Joint Alliance Agreement

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RESOLUTION NO. 2017-05-18B
Interlocal Agreement-NJPA

RESOLUTION NO. 2017-05-18B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE NATIONAL JOINT POWERS ALLIANCE, PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING THE CITY MANAGER AS OFFICIAL REPRESENTATIVE OF THE CITY OF OVERTON RELATING TO THE PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Overton (the City) has been presented a proposed Interlocal Agreement by and between the National Joint Powers Alliance (NJPA) and the City, and is found to be acceptable and in the best interests of the City and its citizens, said Interlocal Agreement is hereby approved; and,

WHEREAS, the City, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the described purchasing program sponsored by the NJPA, and are of the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized; and,

WHEREAS, the City wishes to utilize the contract services and products available through the NJPA's annual contracts.

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

SECTION 1: That the attached Cooperative Agreement (see Attachment A) with the NJPA to permit the City to utilize all the NJPA's contracts is hereby approved.

SECTION 2: That the City Council of the City hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3: This Resolution shall become effective immediately upon its passage.

City of Overton, TX
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RESOLUTION NO. 2017-05-18B
Interlocal Agreement-NJPA

PASSED AND APPROVED by the City Council of the City of Overton, Texas, on this **18th** day of **May, 2017**.

CITY OF OVERTON



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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Rachel Gafford
Rachel Gafford, City Secretary

Blake Thompson
Blake Thompson, City Attorney

ATTACHMENT A

NATIONAL JOINT POWERS ALLIANCE®
PARTICIPATING MEMBERSHIP AGREEMENT

This Agreement, made effective on the date hereof, by and between National Joint Powers Alliance® (hereinafter referred to as "NIPA") and _____, City of Overton, Texas _____ (hereinafter referred to as the "Participating Member").


Agreement

- NIPA, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. NIPA is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(2).
- It is the sole responsibility of each Participating Member to follow their state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power agreements with in-state or out-of-state public agencies.
- NIPA makes their cooperative purchasing contracts available to Participating Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Participating Member. Participating Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.
- Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Participating Member will be responsible for all aspects of its purchase, including ordering in goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Participating Member placing the order.
- The use of each contract by the Participating Member will adhere to the terms and conditions of the NIPA Contract.
- Any dispute which may arise between the Participating Member and the Vendor are to be resolved between the Participating Member and the Vendor.

7. This Agreement incorporates all Agreements, covenants and understandings between NIPA and the Participating Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

The Parties have executed this Agreement effective the date hereof.

Participating Member Name: National Joint Powers Alliance®

By: 
AUTHORIZED SIGNATURE
 TITLE: _____
 City Manager
 DATE: 6/1/17
DATE

PARTICIPATING MEMBER INFORMATION

(Name or address to which correspondence may be directed.)

Name* _____
 City of Overton
 Address* _____
 1200 S. Commerce Street
 City, State, ZIP code* _____
 Overton, Texas 75684
 Employer Identification Number _____
 Contact person* _____
 Title* _____
 City Manager
 Email* _____
 cconroy@cityofoverton.tx.us
 Phone* _____
 (800) 834-3172
 Website _____

ORGANIZATION TYPE*

- K-12 (Public or non-profit)
 Government or municipality (Specify: _____ Municipality)
 Higher education (Public or non-profit)
 Other (Specify): _____

REFERRED BY

- Advertisement
 Current NIPA member
 Vendor representative
 Trade show
 NIPA website
 Other _____
 7568

Returns completed agreement to
 National Joint Powers Alliance ®
 202 1st Street NE
 Duluth, MN 55819

Jeff Ehrlich
 Phone 218-894-5490
 Fax 218-894-3045
 E-mail jeff.ehrlich@njpa.org

*Donator required information