

**REGULAR CALLED CITY COUNCIL MEETING
July 20, 2017**

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD **JULY 20, 2017** AT 7:00 P.M. 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, Police Chief, Wendy Bates, City Comptroller, Blake Thompson, City Attorney and Rachél Gafford, City Secretary representing staff; Doris Hoover, Beverly Russell, Elsie Hollis, Betty Clark, Cathy Gregory representing the Queen Price Garden Club.

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 *Councilman Posey*.

II. PROCLAMATION / RECOGNITION /APPOINTMENTS

None

III. CITIZEN FORUM

No one signed up to speak.

IV. CITIZEN'S REQUEST

1. Report from the “Queen Price Garden Club” on Christmas Planning – “Light Up Overton”.

Beverly Russell, Queen Price Garden Club, reported that the Overton Municipal Development District had granted \$2,000 in funding for the materials to construct the Christmas displays to be built by the Billy Moore Correctional facility pending approval of the planned displays by City Council. Ms. Russell gave a power point presentation depicting both religious and secular oriented displays stating that the Garden Club had planned to display these decorations in the Greenway along Commerce Street.

City Attorney Thompson stated that he saw no issues with the displays as long as there is no signage giving any credit to the City of Overton.

No objections were made by City Council to the proposed displays.

No action taken

2. Request from Jean Beth Hamblen to “report on cemetery lot, unable to remove 70-year old marble bench without damage to family marker”.

City Manager Cunningham reported that he had met with Ms. Hamblen and resolved the Cemetery Bench issue for the Neal Family Plot prior to the meeting.

No action required

V. CONSENT AGENDA

Mayor Evans introduced the Consent Agenda items stating that item V.2 would be removed from the Consent Agenda and action taken separately on this item.

1. City Council to review, make possible corrections and approve minutes of:
 - a. Regular Called Meeting of the City Council held on June 15, 2017.
3. City Council to hear, consider and/or take action regarding **RESOLUTION NO. 2017-07-20A**, a Resolution of the City Council of the City of Overton, Texas authorizing the Mayor to execute the Section 125 Flex Plan Service Agreement with TML Multistate Inter-Governmental Employee Benefits Pool (Attachment A) For the plan year of October 1, 2017 at 12:01 A.M. through September 30, 2018.
4. City Council to hear, consider and/or take action regarding **RESOLUTION NO. 2017-07-20B**, a Resolution of the City Council of the City of Overton, Texas authorizing the Mayor to execute the Cobra Continuation of Coverage Administrative Agreement with TML Multistate Inter-Governmental Employee Benefits Pool (Attachment A) For the plan year of October 1, 2017 at 12:01 A.M. through September 30, 2018.

Councilman Davis made a motion to approve items 1, 3 & 4 of 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; Mayor Pro Tem Cox absent.

Mayor Evans presented Item V.2 reminding City Council that the Public Hearing for this item had been held during the June 15, 2017 meeting and he would entertain a motion on this item.

2. City Council consider action regarding the second reading of an **ORDINANCE NO. 2017-07-20A**; an Ordinance of the City Council of the City of Overton, Texas to change zoning from a Single Family Residential (SF) Zoning District to a Heavy Industrial (HI) Zoning on approximately 2.296 acres of land being legally described as Lot 1, Block 5, Warren Addition, Rusk County, Texas, the subject property is located North

of East corner of the intersection of McKay Street and Warren Street and is more commonly referred to as 601 E. McKay Street, Overton, Texas.

Councilman Posey made a motion to approve Ordinance No. 2017-07-20A changing the zoning of 601 E. McKay street from a Single Family Residential (SF) zoning classification to a Heavy Industrial (HI) zoning classification.

Councilman Davis seconded the motion.

Mayor Evans called for discussion. No discussion.

Mayor Evans called for a vote.

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

VI. OLD BUSINESS

Mayor Evans called for request for any excused absences for the August 17, 2017 Regular Council Meeting.

1. Present revised meeting schedule for the City Council as updated July 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 August 2017. The proposed OEDC meeting was moved on the calendar from August 1, 2017 to August 17, 2017.

No requests for excused absences received

2. City Council to hear, review, discuss and set Public Hearing dates regarding **ORDINANCE NO. "DRAFT"**; an Ordinance of the City of Overton, Texas, amending Chapter 90, Sections 70 through 78, Chapter 73 Appendix B City of Overton Schedule of Fines, amending Chapter 33, Section 01, and adding Chapter 33, Section 05 of the Code of Ordinances; Reciting Statutory Authority therefor; providing definitions; declaring a Public Nuisance; creating a Civil Municipal Court of Record; providing for Proceedings, Notice, Authority, Standards, Civil Penalties, and Judicial Review related to the decision of the Civil Municipal Court; providing for Liens and Abstracts; authorizing the Authority of the Building Inspector and the City Attorney; providing Remedies and Penalties; authorizing Civil Action where necessary; providing Severability, Repealer and Savings Clauses; providing for Publication; making other findings and provisions related to the subject; and providing an effective date.

City Attorney Thompson presented a summary of the basic requirements and procedures for Building Regulations concerning Substandard and Dangerous Buildings under Local Gov't Code Chapter 214. He stated that this outline is meant as a guide in assisting staff in revising the City's current Ordinance instead of drafting an entire new ordinance as presented above.

City Manager Cunningham recommended that any further discussion on Item VI.2 be skipped and staff would submit another draft ordinance amending the existing Dangerous Structure and Dilapidated Buildings Ordinance at another time.

3. Notice given to City Council that Candidate Election Packets to file for a place on the ballot for the 2017 November General Election will be available for distributions on Monday, July 24th and the last day to file for a place on the ballot will be Friday, August 21, 2017 by 5:00 p.m.

City Secretary Gafford announced that the Candidate Election Packets would be available on Monday, July 24, 2017.

No action required

VII. NEW BUSINESS

1. City Council to hear, review, consider and/or take action on an RUSK COUNTY ROUTING AND ROAD USE AGREEMENT, an agreement that establishes terms and conditions under which the City may use County roads to transport heavy and oversized equipment when needed for City purposes.

City Manager Cunningham presented the Rusk County Routing and Road Use Agreement stating that Commissioner Bill Hale had requested that the City and County have the agreement in place especially with the transporting of clay that the City is hauling out to the Lake for the Overton Lake project.

Councilman Davis made a motion to approve RUSK COUNTY ROUTING AND ROAD USE AGREEMENT 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; Mayor Pro Tem Cox absent.

2. City Council to hear, consider and/or take action regarding **RESOLUTION NO. 2017-07-20C**, a Resolution of the City Council of the City of Overton, Texas rescheduling the September Regular City Council meeting from Thursday, September 21, 2017 to Thursday, September 14, 2017.

City Manager Cunningham presented RESOLUTION NO. 2017-07-20C to the Council stating that the reason for the Regular Called Meeting date change in September was to adopt the budget and the tax rate by September 15, 2017. The Rusk County Tax Assessor's office had requested that the tax rate be adopted by the 15th of September to facilitate their mailing of the annual property tax bills.

Councilman Davis made a motion to approve RESOLUTION NO. 2017-07-20C 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; Mayor Pro Tem Cox absent.

3. City Council to hear, review, consider and/or take action regarding adoption of **ORDINANCE NO. 2017-07-20B**; an Ordinance of the City Council of the City of Overton, Texas amending Ordinance No. 2014-12-18A - Appendix C, Chapter 6 Absences & Leaves, changing the title of the Chapter and amending Sections 6.02 Introduction, (a), (d) & (i), 6.02 and 6.14 and adding Sections 6.15 and 6.16; providing for a Severability Clause, and an effective date.

*City Manager Cunningham presented **ORDINANCE NO. 2017-07-20B** to the Council stating that the purpose of the Ordinance amendment was to formally adopt procedures to allow for the donation of Personal Time Off from one employee to another; increase the allowable accrual limit of Personal Time Off for Sworn Police Officers from 200 hours to 250 hours; and to clarify definitions in Chapter 6 that were confusing.*

Councilman Davis made a motion to approve ORDINANCE NO. 2017-07-20B 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; Mayor Pro Tem Cox absent.

VII. 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
4. City Secretary's Monthly Report

City Manager Cunningham answered questions regarding the departmental reports and presented the City Manager's monthly report

5. City Manager's Monthly Report

No action required

VIII. ADJOURNMENT

Councilman Williams made a motion to adjourn.

Councilman Clark 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 **8:31 P. M.**

Minutes submitted, approved and/or corrected this 17th day of August, 2017.



CITY OF OVERTON


C. R. Evans, Jr., Mayor

ATTEST:


Rachel Gafford, City Secretary

ATTACHMENT A RESOLUTION NO. 2017-07-20A – 2017-18 SECTION 125 FLEX PLAN SERVICE AGREEMENT

City of Overton, TX

Resolution No. 2017-07-20A

City of Overton, TX

Resolution No. 2017-07-20A

RESOLUTION NO: 2016-07-20A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE SECTION 125 FLEX PLAN SERVICE AGREEMENT WITH TML MULTISTATE INTER-GOVERNMENTAL EMPLOYEE BENEFITS POOL (ATTACHMENT A) FOR THE PLAN YEAR OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

City of Overton
Overton, Texas

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool"); and

WHEREAS, the undersigned Employer sponsors an employee benefits plan; and

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of the Section 125 Flex Plan Year for 10/01/2017 to 09/30/2018.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained in ATTACHMENT A, the undersigned Employer and the Pool agree to the terms as outlined in ATTACHMENT A.

INTRODUCED, READ AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 20th DAY OF JULY, 2017



CITY OF OVERTON
R. Evans, Jr.
R. Evans, Jr., MAYOR

ATTEST:

Rachel Gafford
Rachel Gafford, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY

Blake Thompson
Blake Thompson, CITY ATTORNEY

ATTACHMENT A

Service Agreement for Plan Administrator

This SERVICE AGREEMENT between the City of Overton, Texas, (Plan Sponsor) and TML MultiState Intergovernmental Employee Benefits Pool, (Plan Administrator) will be effective on 10/01/2017.

WITNESSETH:

Section I
The Plan

1. The Plan Sponsor has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
2. The Plan Participants are the employees enrolled in the Plan.
3. All contributions to the Plan shall be deposited in the name of the Plan with a Bank designated by the Plan Administrator subject to approval of the Plan Sponsor if requested by the Plan Sponsor.
4. The Plan Sponsor agrees that a healthcare expense reimbursement arrangement is a health plan under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Plan Sponsor agrees that it is the Plan Sponsor's, and not the Plan Administrator's, responsibility to ensure that its healthcare expense reimbursement arrangement plan, if any, is compliant with all relevant sections of HIPAA Title II or any other law.

Section II
The Plan Administrator

1. The Plan Administrator shall provide consulting services, and shall assist the Plan Sponsor in the administration of the Flexible Benefits Plan.
2. The Plan Administrator shall have the full responsibility for maintaining accounts for each eligible person electing to participate in the Plan. The Plan Administrator shall arrange for eligible claims payments from funds deposited by the Plan Sponsor as directed by their participating employees. The claims payments shall be made by the Plan Administrator by issuing a check or draft to the participant upon the Plan Bank Account, if such account is provided for this purpose, in an amount equal to the qualified charges from the submitted claim. The claims submitted by the Plan Participants shall be paid within ten days of receipt by the Plan Administrator.
3. To the extent that information is available to the Plan Administrator, the Plan Administrator shall assist the Plan Sponsor in the preparation of any report, tax return or similar papers required by state or the Federal Government pertaining to the operation or management of the Flexible Benefits Plan; however, the ultimate responsibility for filing any governmental document shall be with the Plan Sponsor.
4. The Plan Administrator shall render periodic reports to each participant, which shall include the following:
 - a. Receipts of the Participant's Plan Contributions;
 - b. Disbursement of Plan Contributions through claims payments; and
 - c. Statements of (a) and (b) above shall automatically be provided each Participant following the submission and payment of a qualified claim.

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5. The Plan Administrator shall prepare a Plan Document for the Flexible Benefits Plan sponsored by the Plan Sponsor. The Plan Sponsor shall assume the responsibility of obtaining legal review of the Plan Document.
6. Unless otherwise provided, the Plan Administrator is authorized to do all the things necessary or convenient to carry out the terms and purposes of the Plan.

Special Reports(3)	As agreed upon	30 days following receipt of report
Grace Period/Carryover Transition Fee	No additional charge	

Section III

Procedure for Making and Payment of Claims for Benefits from the Fund

1. Any covered person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Administrator. The applicant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Section 125 rules and specified by the Plan Administrator.
2. The Plan Administrator shall accept copies of any application for benefits made in the appropriate manner shall duly investigate and verify the statements made on the application and determine benefit eligibility. If the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Administrator shall forthwith arrange for the proper payment.
3. Claim filings shall be mailed/faxed to the person or department designated by the Plan Administrator. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. During the last month, eligible claims of any amount shall be processed by the Plan Administrator.
4. All Plan benefits processed by the Plan Administrator shall be mailed to the qualified Plan Participant within ten (10) days of approval. If the Plan Administrator finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Administrator's reason for denial. The Plan Participant may appeal a denial by the Plan Administrator to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive upon the covered person.
5. The Plan Administrator shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and to the extent allowed by law, the Plan Administrator must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Administrator in defending any claims or demands made against the Plan Sponsor, the Plan Administrator or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Administrator.

Section IV

Costs of Administrator

1. The Plan Administrator shall be entitled to a fee or fees for its service to the Plan and, under this Agreement, the fee shall be paid in the form of an advance start-up costs, a pass through of printing or printing preparation costs and monthly service fee.

Item	Cost	Payable
Setup Fee	\$50.00/Group	One time(1)
Monthly Service Fee(2)	\$3.70/Participant Debit \$5.00/Participant Paper	Monthly

1. One time set up fee for each group that enrolls in the Section 125 Flexible Spending Plan.
2. Monthly Service Fee includes:
 - a. processing contribution;
 - b. processing claims (review and verification);
 - c. paying claims (direct mail to employee);
 - d. paying dependent premium (if applicable);
 - e. employee fund balance statement with each reimbursement; and
 - f. statement of fund balances and projected year-end balance at close of Plan Year fourth quarter. The flexible spending arrangement (FSA) participants have up to an additional two and a half (2½) months to spend money leftover in the FSAs at year's end on qualified health and dependent care expenses, pursuant to IRS Notice 2005-42. Expenses for qualified benefits incurred during the grace period may be paid or reimbursed from benefits or contributions remaining unused at the end of the immediately preceding plan year. Upon exhaustion of that benefit monies can be accessed from current year contributions. The period must not extend beyond the fifteenth (15th) day of the third calendar month after the end of the immediately preceding plan year to which it relates. The plan cannot permit cash-out or conversion of unused benefits or contributions, during the grace period, to any other taxable or nontaxable benefit. (Fourteen (14) months and fifteen (15) days before the amounts are forfeited under the "use it or lose it" authorization in Notice 2005-42 for the current cafeteria plan). If the employee at any time becomes covered under a high deductible health plan ("HDHP"), as prescribed by Section 223 of the Internal Revenue Code) with an accompanying health savings account ("HSA") then the FSA will automatically convert from a general purpose FSA to a post-deductible FSA for any amounts incurred when the HDHP is in effect. This means that expenditure for non-preventive medical costs will not be paid until the deductible for the HDHP has been met, and then only to the extent that those costs exceed the deductible.
3. Normal Reports to the Plan Sponsor, at no additional cost are:
 - a. initial enrollment verification;
 - b. quarterly fund balance;
 - c. projected year-end fund balance at the close of the Plan Year fourth quarter; and
 - d. two and a half (2½) month grace period will be included in fund balance, plus interest earned if any.

Section V

The Plan Sponsor

1. As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Administrator with a complete list of all employees who are eligible for benefits under

City of Overton, TX

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- the Plan. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Administrator's assistance, complete Plan enrollment.
2. The Plan Sponsor shall collect funds in accordance with authorized payroll reductions or deductions and shall remit these monies to the Plan Administrator on a monthly (or pay period) basis.
 3. The Plan Sponsor shall forward the appropriate service fees to the Plan Administrator on the first of each calendar month or in conjunction with the monthly plan fund collections.
 4. The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Administrator of any change of eligibility, cooperate with the Plan Administrator with regard to proper claim settlement, transmit to the Plan Administrator proper claim settlement and transmit to the Plan Administrator all inquiries pertaining to the Plan.
 5. The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service.
 6. The Plan Sponsor limits contributions to the Plan to \$2,550 per employee (January 2015 and thereafter), unless otherwise specified below the signature line on this agreement. (Unreimbursed Healthcare Spending maximum \$2,550)

Section VI
Termination of the Agreement

1. This Agreement may be terminated by the Plan Sponsor or the Plan Administrator by written notice of intention to terminate given to the other party, to be effective as of an annual plan anniversary date. Said written notice shall be given not less than thirty (30) days prior to such termination. The thirtieth (30th) day shall coincide with the last day of a calendar month. The Plan Administrator may also terminate this agreement following the termination of any medical, dental, or vision coverage provided by the Plan Administrator to the Plan Sponsor, to be effective upon ten (10) days written notice sent to the Plan Sponsor, effective on the date specified in the notice. All obligations of the Plan Administrator related to the relevant rights of the covered Participant to payments of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice whether or not the claim for such benefits arose prior to or following the termination of this Agreement. Absent a written notice of termination this agreement will annually renew on the effective date set forth at inception. In no case shall termination by the Plan Administrator relieve the Plan Sponsor of its obligation to maintain the Plan.

Section VII
Qualifications

1. To qualify the Plan Sponsor must have on file a current Interlocal Agreement with the TML MultiState Intergovernmental Employee Benefits Pool. The Plan Sponsor must have ten (10) percent of the eligible employees participate in the Plan. Should these qualifications not be met, or maintained, the Plan Administrator may terminate this agreement pursuant to Section VI.

Section VIII
Miscellaneous Provisions

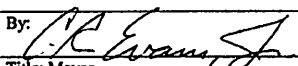
1. In the event of resignation or inability to serve as the Plan Administrator, the Plan Sponsor may appoint a successor.
2. If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan

City of Overton, TX

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- Administrator is required to pay such tax, the Plan Administrator shall report the payment to the Plan Sponsor who will reimburse the Plan Administrator for such tax or assessment.
3. The Plan Administrator shall incur no liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any act or failure to act not directly connected with processing and payment of claims as provided in this Agreement, except where the liability is proximately caused solely by the gross negligence or willful misconduct of the Plan Administrator. To the extent allowed by law, the Plan Sponsor shall hold the Plan Administrator harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees or other persons for which the Plan Administrator would not be liable to the Plan Sponsor as set forth above.
 4. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
 5. This Agreement may be amended by the Plan Sponsor and the Plan Administrator at any time by mutual written consent of said parties.
 6. The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.

IN WITNESS THEREOF, the Plan Sponsor and the Plan Administrator have executed this Agreement this the 20th day of JULY, 2017.

City of Overton	TML MultiState Intergovernmental Employee Benefits Pool
By: 	By: Susan L. Smith
Title: Mayor	Title: Executive Director
Address: 1200 S. Commerce Overton, TX 75684	

Healthcare Limitation amounts are limited to \$2,550.
(standard maximum \$2,550 (January 2015 and thereafter) or amount established by Employer)
The Section 125 Flex Plan Year is 10/01/2017 to 09/30/2018.

**ATTACHMENT B
RESOLUTION NO. 2017-07-20B – 2017-18 TML-IEBP COBR CONTINUATION OF COVERAGE AGREEMENT**

City of Overton, TX

Resolution No. 2017-07-20B

RESOLUTION NO: 2016-07-20B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE COBRA CONTINUATION OF COVERAGE ADMINISTRATIVE AGREEMENT WITH TML MULTI-STATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL (ATTACHMENT A) FOR THE COVERAGE YEAR OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

City of Overton
Overton, Texas

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool"); and

WHEREAS, the undersigned Employer sponsors an employee benefit plan; and

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained in ATTACHMENT A, the undersigned Employer and the Pool agree to the terms as outlined in ATTACHMENT A.

INTRODUCED, READ AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 20th DAY OF July, 2017

CITY OF OVERTON
C. R. Evans, Jr.
C. R. Evans, Jr., MAYOR

APPROVED AS TO FORM AND LEGALITY
Blake Thompson
Blake Thompson, CITY ATTORNEY



ATTEST:
Rachel Gifford
Rachel Gifford, CITY SECRETARY

Initial Agreement

(rev. 1.31.14)

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City of Overton, TX

Resolution No. 2017-07-20B

ATTACHMENT A

1. Effective Date

As of the first day of October, 2017, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

2. Employer Duties

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours (including reduction to zero (0) hours); call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.

2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.

3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.

4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.

5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.

6. The undersigned Employer will immediately notify the Pool of any suspected claims, demand or suit arising from the administration of COBRA Continuation of Coverage.

7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim

(rev. 1.31.14)

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Initial Agreement

City of Overton, TX

Resolution No. 2017-07-208

costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.

8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than (a) the forty-fifth (45th) day following the termination or (b) the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.

3. Pool Duties

1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.
2. The Pool will provide election notices within fourteen (14) days of the receipt of notices of qualifying events sent by the Employer.
3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
 1. benefit availability - initial notice, enrollment card and cost;
 2. confirmation of enrollment and payment coupons
 3. notice of termination letters:
 - Failure to reply
 - Failure to make initial payment
 - Failure to make regular payment
 - End of eligibility (no longer qualified)
 - End of eligibility period
 4. open enrollment
 5. contribution change and revised payment coupons
 6. conversion to an individual policy
 7. Medicare eligibility
 8. verification of incapacitated child status
4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1, the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is the lesser of \$50 or 10% of amount due.
7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required

City of Overton, TX

Resolution No. 2017-07-208

pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.

8. To the extent allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

4. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

<u>Address of Pool</u>	<u>Address of Employer</u>
Executive Director	City of Overton
TML MultiState Intergovernmental Employee Benefits Pool	1200 S. Commerce
Texas Municipal Center	Overton, TX 75684
1821 Rutherford Lane, Suite 300	
Austin, Texas 78754-5151	

5. Compensation

1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

6. Miscellaneous Provisions

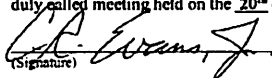
1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.
4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.

City of Overton, TX

Resolution No. 2017-07-20B

- 5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
 - 6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.
 - 7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.
7. Termination
- 1. Term of this initial Agreement shall be from its effective date through 09/30/2018, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.
 - 2. Either party may terminate this Agreement at any time by giving the other party written notice at least thirty (30) days prior to the specified date.
 - 3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
 - 4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
 - 5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of City of Overton, at a duly called meeting held on the 20th day of JULY, 2017.


(Signature)

City of Overton
(Employer/Group Name)

Mayor
(Authorized Official Title)

July 20, 2017
(Date)

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

By: _____ (Executive Director) at Austin, Texas on

**ATTACHMENT C
ORDINANCE NO. 2017-07-20A – ZONE CHANGE 601 E MCKAY**

City of Overton, Texas

Ordinance No. 2017-07-20A
Page 1 of 3

City of Overton, Texas

Ordinance No. 2017-07-20A
Page 2 of 3

ORDINANCE NO. 2017-07-20A

AN ORDINANCE AMENDING THE CODE OF ORDINANCE OF THE CITY OF OVERTON BY AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF OVERTON, GRANTING A ZONING CHANGE FROM A SINGLE FAMILY RESIDENTIAL (SF) ZONING DISTRICT TO A HEAVY INDUSTRIAL (HI) ZONING DISTRICT ON APPROXIMATELY 2.296 ACRES OF LAND BEING LEGALLY DESCRIBED AS LOT 1, BLOCK 5, WARREN ADDITION, OVERTON, RUSK COUNTY, TEXAS. THE SUBJECT PROPERTY IS LOCATED NORTH OF EAST CORNER OF THE INTERSECTION OF WARREN AND MCKAY STREETS AND IS MORE COMMONLY REFERRED TO AS 601 E. MCKAY STREET, OVERTON, RUSK COUNTY, TEXAS. (ZC2017-01)

WHEREAS, the current zoning of the tract of land is Single Family Residential (SF); and

WHEREAS, application has been properly made to amend the Official Zoning Map of the City of Overton, Texas, requesting that the current zoning of such properties be changed to Heavy Industrial (HI) Zoning; and

WHEREAS, said applications have 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, said Planning and Zoning Commission has recommended that the change of land use classification and zoning classification as requested be APPROVED, 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 of the City of Overton, Texas, at a called public hearing did consider all appropriate factors in determining whether to grant such requested changes; and

WHEREAS, the City Council of the City of Overton, Texas does find that the requested changes are in the public interest and that the zoning change does not unreasonably invade the rights of adjacent property owners;

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

SECTION 1. The Zoning Ordinance of the City of Overton, Texas, be, and the same is hereby amended and changed in that the use of the properties described upon the attached Exhibit "B" (which Exhibit is made a part hereof for all purposes) is hereby changed and assigned a Heavy Industrial (HI) Zoning classification.

SECTION 2. The Community Development Coordinator is hereby directed to correct the official zoning map of the City of Overton, Texas, to reflect the herein change in zoning.

SECTION 3. In all other respects, the use of the tract or tracts of land hereinabove described shall be subject to all the applicable regulations contained in said City of Overton Zoning Ordinance and all other applicable and pertinent ordinances of the City of Overton, Texas.

SECTION 4. This ordinance shall be cumulative of all other ordinances of the City of Overton and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 5. This ordinance shall take effect on its final passage, and it is so ordained.

PRESENTED ON FIRST READING THIS 15th DAY OF JUNE, 2017

PRESENTED ON SECOND READING AND APPROVED THIS 20th DAY OF JULY, 2017

BY A VOTE OF 4 AYES, 0 NAYS, 0 ABSTENTIONS, AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS.

CITY OF OVERTON:



C. R. Evans, Jr., MAYOR

ATTEST:


Rachel Gafford, CITY SECRETARY



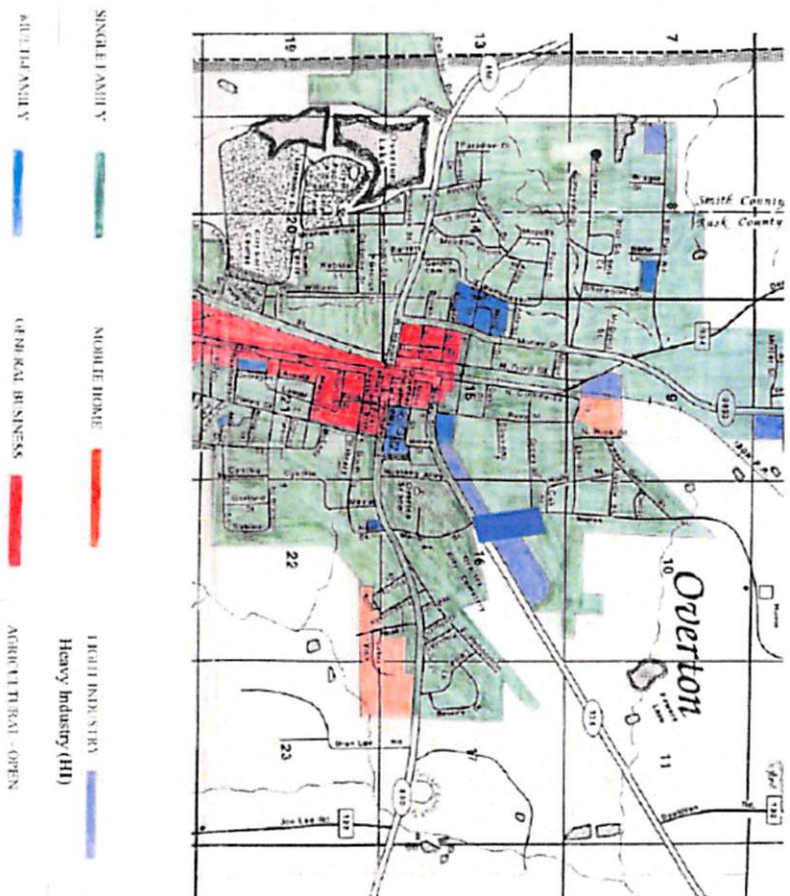
APPROVED AS TO CONTENT AND FORM:


Blake Thompson, CITY ATTORNEY

City of Overton, Texas

Ordinance No. 2017-07-20A
Page 3 of 3

Exhibit "A"



ATTACHMENT D RUSK COUNTY ROUTING AND ROAD USE AGREEMENT

1

State of Texas §
County of Rusk §
Date of Agreement: 7/20/2017

Rusk County Routing and Road Use Agreement
WHEREAS City of Dora
(hereinafter COMPANY) intends to conduct operations at a site located on Rusk County Roads described below; and

WHEREAS, said COMPANY is located at:

Phone number: _____

WHEREAS, the location of the proposed operations will require the transportation of heavy, oversized equipment from FM 1573 road. CE 103 gully. a CE 1011
to haul clay for repair to Dora. city lake
_____ (routing); and

WHEREAS, the weight of the equipment will exceed the capacity of county roads and bridges on the route set forth above; and

WHEREAS, the transportation of the equipment may cause substantial damage to the county roads and bridges; and

WHEREAS, R. White is the Commissioner of Precinct No. 1 and has the jurisdiction and obligation to maintain the roads within said precinct; and

WHEREAS, COMPANY and Rusk County understand that pursuant to §51.151, Texas Transportation Code: "The commissioners court of a county may regulate traffic on a county road or on real property owned by the county that is under the jurisdiction of the commissioners court"; and agree that "County Roads" are only those roads designated above; and

WHEREAS, COMPANY and Rusk County agree that the transportation of this equipment is necessary for these operations and that the County should be compensated for any damages or maintenance costs incurred;

COMPANY and Rusk County hereby agree and contract as follows:

- COMPANY may utilize the route specified above for the transport of all necessary equipment to the project location specified above without weight limitations for such time as operations continue to the location.
1A. Extension: This agreement will be effective until the COMPANY notifies the commissioner that the operation of overweight equipment is no longer needed.
- COMPANY agrees to use its vehicles in such a manner as not to block or otherwise interfere with other traffic along the route specified and that said route will be open to public traffic at all times, and further agrees to provide 48 hour notice to the County before transporting any equipment along the route set forth above that would interrupt the normal flow of traffic.

2

3. COMPANY, as used herein, shall include: company, operator of company, contractors, subcontractors, vendors, and/or all other affiliates.

4. It is COMPANY's responsibility to reimburse Rusk County for materials only to repair damages to the routed county roads and to notify Rusk County when operations have ceased, and when a transfer of ownership in the operations has occurred.

4A. Any damages deemed dangerous or hazardous to the public or regular traffic of said road must be repaired immediately.

4B. In the event that company's operations cause an immediate and serious safety concern, COMPANY or COMPANY's representative shall, without delay, call the Rusk County Commissioners' Office at 903 657 0326, or, if the emergency occurs outside normal working hours, the Rusk County Sheriff's Office at 903 657 3581.

4C. COMPANY must use due diligence in its efforts to keep roads passable to regular traffic during the term of agreement.

5. Should it become necessary for COMPANY, its agents, servants, or employees, while operating motorized equipment, to task a county road by moving in, or across, or through a bar ditch on the County Road more than once, (once being defined as both ingress and egress), COMPANY will install, at its own expense, a culvert not less than 15" in diameter, and not less than 24 feet in length; but in any event sufficient, in the opinion of Commissioner, or his appointed representative, to allow the normal flow of water through the bar ditch, without diversion or inhibition. Any deviation from the above specifications shall be approved by the Commissioner or his representative.

5A. At the request of Commissioner, after the expiration of this agreement or the cessation of activities making such culvert necessary, COMPANY must remove the culvert, and all materials used in constructing said crossing, and restore the bar ditch/right-of-way to the same condition it was in prior to the installation of the culvert.

6. COMPANY agrees, on request by the Commissioner, to post a cash bond, or a corporate surety bond, in the amount of \$ _____, to the County Commissioner of the precinct(s) where the roads are located, to insure performance of the obligations incurred herein. The amount must be sufficient to guarantee the payment of any damage to a road or bridge sustained as a consequence of the transportation authorized by this agreement (Texas Trans. Code §623.018 (e)), but in no event shall COMPANY's liability for damages be limited to the bond amount, and COMPANY agrees to pay any additional sums on demand.

7. Inspection and Performance/Payment: If the County performs the necessary repairs and is to be reimbursed, the Commissioner shall invoice COMPANY within ninety days. In the event of damages not discovered during the pendency of this agreement, or during the ninety day period for invoicing thereafter, the Commissioner shall invoice COMPANY within 90 days of the discovery of the damages.
Payment by COMPANY is due 30 days after invoice.
Nothing in this subsection shall operate to negate COMPANY's responsibility to repair the damages caused by COMPANY.

8. The right and duties under this agreement are not assignable.

9. No transfer of interest by Company in the subject of operations, whether it be drilling, timber, or any other operation involving oversize or overweight vehicles operating on County Roads shall negate the responsibility of said company to repair damages caused by COMPANY.

By: Bill Hale
Commissioner Pct. 1

By: C.P. Evans, Jr.
Company Representative
Date of signature: 7/20/2017

RETURN To:
Patty Sullivan
903/657-0324 fax
Rusk County Commissioners' Office
115 N. Main, Ste. 500 A
903/657-0326 phone
903/657-0324 fax
Henderson, Texas 75652
psullivan@co.rusk.tx.us

Revision approved in Commissioners Court
Dated: 2-24-15

ATTCHMENT E
RESOLUTION NO. 2017-07-20C – CHANGE DATE OF SEPTEMBER 2017 REGULAR COUNCIL MEETING

City of Overton, TX

Resolution No. 2017-07-20C
Page 1

RESOLUTION NO. 2015-07-20C

**A RESOLUTION OF THE CITY OF OVERTON, TEXAS,
RESCHEDULING THE SEPTEMBER REGULAR CITY
COUNCIL MEETING FROM THURSDAY, SEPTEMBER 21,
2017 TO THURSDAY, SEPTEMBER 14, 2017.**

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

WHEREAS, the September Regular City Council meeting date does not allow for action to be taken to set the 2017 Tax Rate in time to comply with the Rusk County Tax Office schedule for ordering of the Tax Statements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Overton, Texas that the September 2017 Regular City Council meeting shall be changed from Thursday, September 21, 2017 to Thursday, September 14, 2017 at 7:00 p.m. in the Council Chambers located at City Hall, 1200 S. Commerce St.

PASSED AND APPROVED by the City Council of the City of Overton on this 20th day of July, 2017.

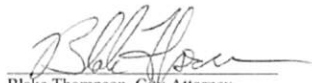

C. R. Evans Jr., Mayor

ATTEST


Rachel Gafford, City Secretary



APPROVED AS TO FORM AND LEGALITY


Blake Thompson, City Attorney

**ATTACHMENT F
ORDINANCE NO. 2017-07-20B – AMENDING CHAPTER 6 OF APPENDIX C OF THE
CITY OF OVERTON CODE OF ORDINANCES**

City of Overton, Texas

Ordinance No. 2017-07-20B
Page 1 of 5

City of Overton, Texas

Ordinance No. 2017-07-20B
Page 2 of 5

ORDINANCE NO. 2017-07-20B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AMENDING ORDINANCE NO. 2014-12-18A - APPENDIX C, CHAPTER 6 ABSENCES & LEAVES, CHANGING THE TITLE OF THE CHAPTER, AMENDING SECTION 6.02, DELETING SECTION 6.03, AMENDING SECTION 6.14 AND ADDING SECTION 6.15; PROVIDING FOR A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, policies governing the granting of leave time for employees is well established by practice and statutes under Federal Employment Law; and

WHEREAS, Chapter 6-0 of the City of Overton Personnel Rules and Regulations addresses the issue of Leave and Absences covering employees of the City of Overton; and

WHEREAS, certain provisions of the rules and regulations in Chapter 6-0 of the current Rules and Regulations require changes to allow for more flexibility and fairer administration of leave benefits among different categories of employees; and

WHEREAS, the City Council has determined that said changes are in the best interests of the citizens of the City of Overton by helping to establish a stable and fairly compensated work force that provides the services essential to the community;

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

SECTION 1. That the findings set out in the preamble to this Ordinance are hereby in all things approved.

SECTION 2. That Appendix C of the City of Overton Code of Ordinances - Personnel Policies and Procedures the title of Chapter 6 is hereby amended to:

“TIME, ATTENDANCE, HOLIDAYS & LEAVES”

SECTION 3. That Section 6.02 PERSONAL TIME OFF LEAVE of Chapter 6 of Appendix C of the Code of Ordinances of the City of Overton, Texas is hereby amended to read as follows:

6-02. PERSONAL TIME OFF (PTO) LEAVE

Regular full-time or part-time employees that are generally scheduled for 32 hours per week shall be eligible to earn personal time off (PTO) at rates defined in the following table (Table 6-2) shown below:

**City of Overton
PTO Accrual Rates for Regular Full-time and Part-time Employees
ORDINANCE 2017-07-20B -
Table 6-2**

Level	Years of Continuous Service	Accrual Rates in hours (per years of service)			
		All Regular Full-Time Employees*	32 hrs/wk Part-time Employees	Uniformed Police Officers Only	% Diff From Non-Police Personnel.
1	0 ≤ 5	120.12	96.20	126.10	4.978%
2	> 5 ≤ 10	140.14	112.06	147.16	5.009%
3	>10	160.16	128.18	168.22	5.032%

Hours worked per year			
Work Year (hrs.)	2080	1664	2184
			5.000%

Personal time off leave shall be administered according to the following terms and conditions:

- (a) Employees shall not be eligible to take personal time off leave until completion of 6 months of employment, with the exception that employees (full-time and part-time) may be paid for any of the City-designated holidays which occur during that 6 month period. After 6 continuous months of employment, paid time off is available for use based on the number of hours in the PTO account; and is deducted from that account each pay period in which it is used. Employees will not be paid more than what has accrued in the account.
- (b) Any scheduled or unscheduled time away from work after the 6 month probationary period may be paid from available hours in the employee’s PTO account.
- (c) Personal time off leave shall not accrue for any pay period during which an employee works less than half the standard number of paid days for his or her type of job unless prior written approval is obtained from the City Manager.
- (d) Except for sworn police officers, all other regular full-time employees may accrue a balance of no more than 200 hours of personal time off leave during their employment with the City. However, employees may be compensated for personal time off pay should their work situation require they’re presence and cause the employee to exceed the maximum days accumulation allowed, provided such has received prior written approval from the City Manager.
- (e) Sworn police officers may accrue a balance of no more than 250 hours of personal time off leave during their employment with the City. If at the beginning of the first pay period in December of each year, a sworn police officer has a balance in excess of 210

City of Overton, Texas

Ordinance No. 2017-07-20B
Page 3 of 5

hours in their PTO account, they may be eligible to receive payment for up to 42 hours of PTO time in a lump sum payment for the unused hours.

- (f) When a regularly scheduled holiday occurs during the period of an employee's personal time off, the employee will not have to use PTO time for the amount of the holiday allowed.
- (g) Personal time off leave shall be charged only for time during which the employee would ordinarily have worked.
- (h) Employees being laterally transferred, promoted, or demoted shall retain any accrued personal time off leave.
- (i) Personal time off leave shall not be taken in advance of it being earned, except in emergencies with the approval of the City Manager.
- (j) Personal time off leave credits are not transferable between employees, except as allowed under Section 6-15.
- (k) If an employee's accumulated personal time off has been exhausted, the PTO pay of that employee shall be discontinued until he or she returns to work.

SECTION 4. That Section 6.03 Accrual of Chapter 6 of Appendix C of the Code of Ordinances of the City of Overton, Texas is deleted:

6-03. ACCRUAL-DELETED

SECTION 5. That Section 6.14 Separation Benefits of Chapter 6 of Appendix C of the Code of Ordinances of the City of Overton, Texas is hereby amended to read as follows:

6-14 SEPARATION BENEFITS

Employees will receive cash payment for remaining PTO upon separation of employment if:

- (a) They have been employed for 6 months or more in a full-time or part-time position.
- (b) Give proper written notice (2 week/4 week depending on the position) and work the notice period. No PTO can be taken during the notice period.
- (c) Document the final timecard noting "Pay remaining PTO" and have supervisor sign and forward to Payroll.

Employees who leave without proper notice or who are terminated involuntarily, forfeit PTO balances and will be paid only for work performed during their last pay period of employment.

City of Overton, Texas

Ordinance No. 2017-07-20B
Page 4 of 5

SECTION 6. That Section 6.15 Donation of Paid Time Off (PTO) of Chapter 6 of Appendix C of the Code of Ordinances of the City of Overton, Texas is hereby added to read as follows:

6-15 DONATION OF PAID TIME OFF (PTO)

Employees may donate unused PTO hours from their account balance under the following conditions:

- (a) The beneficiary of such donations has been determined by the City Manager to be in sufficient need as demonstrated by a written medical directive.
- (b) The donor employee may only donate up to 25% of the current balance in their PTO account as of the date of the donation and make such donation only once in a 12 month period.
- (c) Donated PTO hours will be converted to the beneficiary's PTO account by dividing the donated hours by the current pay rate of the beneficiary to calculate the net hours donated and added to the beneficiary's PTO balance.
- (d) The City Secretary shall maintain a permanent record of pledged hours by each employee and control the use of such hours as needed by the benefiting employee.

SECTION 7. That the City Manager is directed to develop and implement the specific forms and procedures needed to administer each provision of the added or amended Sections of Chapter 6 in strict adherence to principals of general accounting practices GAAP and the policies described herein.

SECTION 8. That if any article, paragraph, subdivision, clause, phrase, or provision of this ordinance shall be adjudged invalid, or be held unconstitutional, the same shall not affect the validity of the ordinance as a whole or any part or provision thereof other than the part so declared to be invalid or held to be unconstitutional.

SECTION 9. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict only; provided, however, that the repeal of an ordinance by this ordinance does not affect the prior operation of the ordinance or any prior action taken under it, any obligation or liability previously acquired, accrued, or incurred under such prior ordinance, any violation of the prior ordinance or any penalty, forfeiture, or punishment incurred under said ordinance before its repeal, and any investigation, proceeding, or remedy under said prior ordinance and the penalty, forfeiture, or punishment imposed as a result of such investigation, proceeding, or remedy shall be imposed as if the prior ordinance had not been repealed.

SECTION 10. That this Ordinance shall be effective from and after its date of passage and publication as required by law.

PRESENTED AND APPROVED THIS 20th DAY OF July, 2017 BY A VOTE OF 4 AYES, 0 NAYS, 0 ABSTENTIONS, AT A REGULAR MEETING OF

City of Overton, Texas

Ordinance No. 2017-07-20B
Page 5 of 5

THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS.

CITY OF OVERTON:


C.K. Evans, Jr., MAYOR

ATTEST:


Rachel Gafford, CITY SECRETARY



APPROVED AS TO CONTENT AND FORM:


Blake Thompson, CITY ATTORNEY