

**REGULAR CALLED CITY COUNCIL MEETING
December 14, 2017**

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD **DECEMBER 14, 2017** AT 7:00 PM IN THE COUNCIL CHAMBERS, CITY HALL, 1200 SOUTH COMMERCE, OVERTON, TEXAS.

PRESENT:

C. R. Evans Jr., Mayor
John Posey, Mayor Pro Tem
Philip Cox
Jerry Clark
David Stone
Michael Paul Williams

ABSENT:

Also in attendance were Clyde Carter, Interim City Manager / Police Chief, Wendy Bates, City Comptroller, and Rachél Gafford, City Secretary representing staff. Tonya Henderson, Victoria Brown, Sonja Washington, Courtney Washington, Maranda Brown, Courtney Cox and Kitana Cox representing the public.

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

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

II. CITIZEN FORUM - No one spoke.

III. CITIZEN'S REQUEST

1. *Victoria Brown presented a request for a permanent waiver of Ordinance No. 2016-05-19C, Section VII (d) requiring that only a flat marker be installed on cemetery plots located in Section C of the Overton Municipal Cemetery to be able to purchase and install an upright marker on her mother's (Rachel Washington) grave site.*

City Secretary Gafford presented staff report.

Councilman Cox made a motion to deny the request to allow for an upright marker to be placed in Section C of the Overton Municipal Cemetery on the grave site of Rachel Washington.

Mayor Pro Tem Posey seconded the motion.

Mayor Evans called for discussion.

Councilman Cox stated that although he did sympathize with the family's request, he feels like the rules were adopted to help keep down the maintenance cost of the cemetery and the rules needed to be upheld.

Mayor Evans called for a vote.

Motion to deny request carried 3 – 2 – 0, Councilman Williams and Councilman Stone opposed.

2. *City Council to hear and take action regarding a request from Jerry Waldon, on behalf of Taylor White, regarding approval for staff to accept and ultimately issue a building permit for a proposed accessory structure which would expand the use of an improperly zoned property and structure located at 104 Holland Street (Holland Street Apartments).*

City Secretary Gafford stated that the property owner had emailed her after the agenda had been posted and had withdrawn his request.

IV. CONSENT AGENDA

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

1. City Council to review, make possible corrections and approve minutes from Special Called Joint Workshop of the City Council and the OMDD held on November 16, 2017
2. City Council to review, make possible corrections and approve minutes from Regular Called Meeting of the City Council held on November 16, 2017
3. City Council to review, make possible corrections and approve minutes from Special Called Meeting of the City Council held on November 21, 2017.

Councilman Cox made a motion to approve Consent Agenda as submitted.

Councilman Clark seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

V. BUSINESS

1. Present revised meeting schedule for the City Council as updated December 11, 2017.
 - a. Mayor to receive request, if any, for leave of absence from any Council Member for future meetings

Mayor Evans presented the meeting calendar for January 2018.

- a. Mayor to receive request, if any, for leave of absence from any Council Member for future meetings

No requests for excused absences received.

2. Discuss and consider taking action regarding a Resolution of the City Council of the City of Overton, Texas removing signers and providing for new authorized signers on the City of Overton bank accounts and investment accounts, and providing for an effective date.

City Comptroller Bates presented the request to update the bank account signature card with the removal of Philip Cox and the addition of new Mayor Pro Tem John Posey.

Councilman Cox made a motion to remove Philip Cox and to add John Posey from the City's bank account signature card at Texas Bank and Trust.

Councilman Williams seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

3. Discuss and consider taking action regarding a Resolution authorizing the City Manager to enter into a Service Agreement with David K Godwin, CPA as a Consultant to assist with the preparation of financial records and items requested by the external auditor for the FY2014 audit.

City Comptroller Bates presented the request to sign an agreement with David Godwin to finish the preparation of the books for the Auditors to complete the FY 2014 Audit

Councilman Cox made a motion to approve the Resolution and the agreement with David Godwin for accounting services in relations to the FY 2014 Audit.

Councilman Williams seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

4. Discuss and take action regarding an Ordinance to repeal Ordinance No. 2014-12-18A Appendix C – City of Overton Personnel Policy and Procedure Manual of the City of Overton Code of Ordinances and all amendment; thereto.

City Manager Carter presented request to repeal the Ordinance that adopted the Personnel Policy and Procedures Manual so that it may be amended easier in the future as there are several amendments needed. Carter went on to say that the Employee's Personnel Policy manual is not needed to be adopted by Ordinance only by Council Action. Carter stated that this is step one; the next item will be a request to re-adopt the Personnel Policy Manual by Council Action.

Councilman Cox made a motion to repeal Ordinance No. 2014-12-18A Appendix C – City of Overton Personnel Policy and Procedure Manual.

Councilman Stone seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

5. Discuss and take action to adopt by Council Action the City of Overton Personnel Policy and Procedure Manual as last amended July 20, 2017 by Ordinance No. 2017-07-20B.

Councilman Cox made a motion to adopt the City of Overton Personnel Policy and Procedure Manual as last amended July 20, 2017.

Councilman Williams seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

6. Hear, discuss and consider taking action regarding the City of Overton's Financial Management Self-Assessment documentation compiled for submittal to Texas Department of Agriculture in connections with the 2017-2018 Community Development Block Grant 7217341.

Comptroller Bates presented the Financial Management Self-Assessment report to be presented to Texas Department of Agriculture per their request for the Community Development Block Grant Contract No. 7217341.

Councilman Cox made a motion to accept the Financial Management Self-Assessment report as presented.

Councilman Stone seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

7. Discuss and take action to amend the City of Overton Personnel Policy and Procedure Manual by the addition of Chapter 17 – Employee Code of Ethics Policy.

Comptroller Bates presented the proposed Ethics Policy for adoption.

Councilman Cox made a motion to accept the Ethics Policy report as presented.

Mayor Pro Tem Posey seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

8. Discuss and take action regarding creation of new classes of Part Time Employees.

City Manager Carter requested that the next two items on the agenda be postponed to allow staff additional time to prepare the amendments needed to properly define the new classes of employees in several chapters of the Personnel Policy Manual.

Mayor Pro Tem Posey made a motion to postpone agenda item V.8.

Councilman Cox seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

9. Discuss and take action to amend Chapter 6 – “Time, Attendance, Holidays & Leaves” of the City of Overton Personnel Policy and Procedure Manual specifically as it relates to Paid Time Off.

Mayor Pro Tem Posey made a motion to postpone agenda item V.9.

Councilman Stone seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

10. Discuss and take action to amend Chapter 6 – Time, Attendance, Holidays & Leaves of the City of Overton Personnel Policy and Procedure Manual specifically as it relates to the Inclement Weather Policy as adopted December 19, 2013.

City Manager Carter presented staff report on request by staff to change the existing Inclement Weather policy that was adopted in 2013 to a more flexible policy giving the City Manager authorization to close City Hall for non-essential personnel due to inclement weather or. The policy change would also cover procedures for due to emergency situations and the compensation of essential personnel in these instances.

Councilman Cox made a motion to approve the revised Inclement Weather policy as submitted.

Councilman Williams seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

11. Discuss and take action authorizing the City Manager to sign a contract with SmartPhone Meter Reading, LLC (SPMR) and authorizing the expenditure of an annual fee of \$2,220.00 for the use of the Android-based SmartPhone Application to be utilized for meter reading on the existing meters in the water system network.

Comptroller Bates presented contract from SmartPhone Reading, LLC for approval.

Mayor Pro Tem Posey made a motion to approve the contract with SmartPhone Meter Reading, LLC as submitted.

Councilman Clark seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

12. Discuss and take action authorizing the City Manager to sign a contract with Water Utilities Maintenance for TCEQ mandated repairs to Well #7 storage tank in the amount of \$91,895 for work to be completed in February 2018.

City Manager Carter and Comptroller Bates presented proposed contracts for approval from Water Utilities Maintenance to repair the storage tanks at Well #7 and Well #5 in compliance with TCEQ mandated repairs and violations. Carter stated that the contract amounts would only be valid if both were approved. Bates stated that the plan would be to take out a loan for the repairs and Well #7 repairs are scheduled to be done in April and the repairs to Well #5 would be scheduled for FY 2019.

Councilman Cox made a motion to approve the contract with Water Utilities Maintenance for repairs at Well #7 storage tank as submitted.

Mayor Pro Tem Posey seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

13. Discuss and take action authorizing the City Manager to sign a contract with Water Utilities Maintenance for TCEQ mandated repairs to Well #5 storage tank in the amount of \$64,500 for work to be completed in Fall 2018.

Mayor Pro Tem Posey made a motion to approve the contract with Water Utilities Maintenance for repairs at Well #5 storage tank as submitted.

Councilman Cox seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

14. City Council to issue a proclamation declaring February as Fair Housing Month in the City of Overton.

City Secretary Gafford stated that the next few items on the agenda were requested by Traylor and Associates for compliance with CDBG Grant for Texas Department of Agriculture.

Mayor Evans read the proclamation declaring February 2018 as Fair Housing Month in the city of Overton.

Councilman Cox made a motion that Council issues the proclamation as presented by Mayor Evans.

Councilman Stone seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

15. City Council to accept the Limited English Proficiency Plan as submitted for approval as required documentation by Texas Department of Agriculture in connection with TDA Contract 7217341 for the 2017-2018 Community Development Block Grant.

Councilman Cox made a motion that Council accepts the Limited English Proficiency Plan as submitted.

Councilman Clark seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

16. Discuss and take action on a Resolution designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Texas Community Development Block Grant Program (TxCDBG) Contract Number 7217341 as hereby designated by form A202 attached.

Councilman Cox made a motion that Council adopts the Resolution designating authorized signatories for the contractual documents and requesting of funds as listed on form A202 pertaining to the TxCDBG Contract 7217341 as submitted.

Councilman Williams seconded the motion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

VI. *Mayor Evans adjourned the City Council into Executive Session at 8:01 pm to discuss the following items:*

1. Pursuant to TEXAS GOVERNMENT CODE, Section 551.074 (Evaluation of Employee; Closed Meeting) to discuss and evaluate the performance of the Chief of Police during the period August 14, 2007 through October 13, 2017, pursuant to Section 551.074(A) (1) of the “TEXAS GOVERNMENT CODE”.
2. Pursuant to TEXAS GOVERNMENT CODE, Section 551.074 (Public Officer; Closed Meeting) to discuss and consider the appointment of a qualified City resident to Overton City Council, Place 1 to fill the potential unexpired term of Council Member Cox.

VII. *Mayor Evans reconvened Council in open session at 8:35 pm to act on any matter listed for deliberation in executive session.*

1. Consider and / or take action resulting from deliberations in Executive pursuant to TEXAS GOVERNMENT CODE, Section 551.074 (Evaluation of Employee; Closed Meeting) regarding the Chief of Police evaluation as discussed in Executive Session.

Councilman Cox made a motion to approve an overall City Council evaluation rating of 4.3 out of a possible 5 and to approve a 5% raise for Chief of Police Carter effective December 23, 2017.

Councilman Williams seconded the motion.

Mayor Evans called for discussion, no further discussion.

Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

Mayor Evans skipped to item VII.4.

4. Mayor to issue a proclamation honoring outgoing Councilmember Philip Cox (former Mayor Pro Tem).

Mayor Evans read and issued a proclamation honoring Philip Cox for his service to the City of Overton as a Councilman and a member of the Overton Economic Development Corporation presenting him with a personalized City of Overton Street Sign.

2. Consider and/or take action to accept letter of resignation from Councilman Philip Cox effective December 15, 2017 leaving Council Member Place #1 vacant.

Mayor Evans read letter of resignation from Councilman Philip Cox.

Mayor Pro Tem Posey made a motion to accept letter of resignation from Philip Cox from the Overton City Council and subsequently the Overton Economic Development Corporation as submitted.

Councilman Williams seconded the motion.

Mayor Evans called for discussion, no further discussion.

Mayor Evans called for a vote.

Motion carried 4 – 0 – 1; Councilman Cox abstained.

3. Consider and / or take action resulting from deliberations in Executive Session pursuant the Texas Government Code, Section 551.074 (Public Officer; Closed Meeting) the appointment of a qualified City resident to Overton City Council, Place 1 to fill unexpired term created by resignation through the next General Election scheduled for November 2018.

No action taken

VIII. CITY ADMINISTRATION’S MONTHLY REPORTS

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

1. Emergency Services Monthly Reports
2. Department of Finance Monthly Report
3. City Manager’s Monthly Report

City Manager Carter answered questions regarding the departmental reports and presented the City Manager’s monthly report.

IX. ADJOURNMENT

Councilman Cox made a motion to adjourn.

Councilman Williams seconded the motion.


Mayor Evans called for a vote.

Motion carried 5 – 0 – 0.

With no further business, the meeting was adjourned at **9:05 PM**

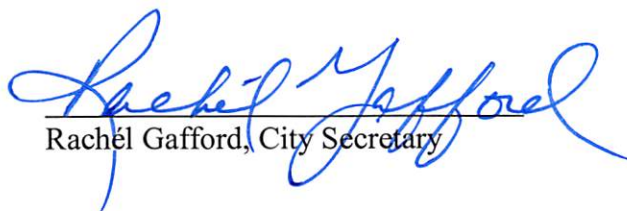
Minutes submitted, approved and/or corrected this **18th** day of **January, 2018.**

CITY OF OVERTON



 C. R. Evans, Jr., Mayor

ATTEST:



 Rachel Gafford, City Secretary



Attachments:

- A. Resolution No. 2017-12-14A – Texas Bank & Trust – Authorized Signatories**
- B. Resolution No. 2017-12-14B – David K. Godwin, CPA – Service Agreement**
- C. Ordinance No. 2017-12-14A – Repeal of Ordinance No. 2014-12-18A – Appendix C**
- D. Resolution No. 2017-12-14C – CDBG Authorized Signatures for Contracts & Depository**
- E. SmartPhone Meter Reading, LLC Contract**
- F. Water Utilities Maintenance Contract Well # 7 Repairs**
- G. Water Utilities Maintenance Contract Well # 5 Repairs**
- H. February as Fair Housing Month Proclamation**
- I. Inclement Weather Policy**
- J. Ethics Policy**

ATTACHMENT A
Resolution No. 2014-12-14A – Texas Bank & Trust – Authorized Signatories

City of Overton, TX

Resolution No. 2017-12-14A
Page 1 of 2

RESOLUTION NO. 2017-12-14A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS PROVIDING FOR AUTHORIZED SIGNATURES ON THE CITY OF OVERTON BANK ACCOUNTS AND INVESTMENT ACCOUNTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is the ultimate repository of authority for the City; and

WHEREAS, the City Council deems it both necessary and desirable to designate certain individuals as the authorized signatories on City Bank Accounts and Investment Accounts.

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

SECTION 1. Rescinding Prior Directives.

That all prior directives given by the City Council in regards to signatories on the City of Overton Bank and Investment Accounts are hereby rescinded and replaced with the below-cited list of individuals.

SECTION 2.

That the City Council hereby changes the official bank signatories by the removal of Philip Cox as an authorized signer and the addition of John C. Posey, Jr. as an authorized signer on the City of Overton Bank Accounts.

SECTION 3. Signatures.

That the below individuals are allowed to sign on all city banking accounts and investment accounts.

- C. R. Evans, Jr., Mayor
- John C. Posey, Jr., Mayor Pro Tem
- Clyde Carter, Interim City Manager
- Rachél Gafford, City Secretary
- Wendy Bates, City Comptroller

SECTION 4. Checks Requiring Two Signatures.

That all checks issued out of the City Bank Accounts must contain two (2) signatures to execute a check, one of which must be the City Manager, Mayor or Mayor Pro Tem.

City of Overton, TX

Resolution No. 2017-12-14A
Page 2 of 2

SECTION 5. Effective Date.

This Resolution shall be in full force and effect from and after the date of December 14, 2017 and it is accordingly so resolved.

DULY PASSED AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14th DAY OF DECEMBER, 2017.



CITY OF OVERTON

C. R. Evans, Jr.
C. R. Evans, Jr., MAYOR

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Rachél Gafford
Rachél Gafford, CITY SECRETARY

Blake Thompson
Blake Thompson, CITY ATTORNEY

ATTACHMENT B
Resolution No. 2014-12-14B – David Godwin, CPA – Engagement Letter

City of Overton, TX

Resolution No. 2017-12-14B
 Page 1 of 2

RESOLUTION NO. 2017-12-14B

A RESOLUTION OF THE OVERTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH DAVID K GODWIN, CPA AS A CONSULTANT TO ASSIST WITH THE PREPARATION OF FINANCIAL RECORDS AND ITEMS REQUESTED BY THE EXTERNAL AUDITOR FOR THE FY2014 AUDIT PROVIDING FOR AN EFFECTIVE AND AN EXPIRATION DATE OF SAID AGREEMENT.

WHEREAS, the City Manager and City Council have found it prudent and more efficient to hire a Certified Public Accountant as a Consultant to assist with the preparation of financial records and items requested by the external auditor for the FY2014 audit; and

WHEREAS, the City Council of the City of Overton and David K. Godwin, CPA have agreed to the terms and conditions by which he will provide Consultant Services to assist with the FY2014 Audit; and


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


SECTION 1. That City Council hereby approves the Engagement Letter submitted to the City of Overton by David K. Godwin, CPA, in substantially the form attached hereto as Exhibit A; and

SECTION 2. That City Council hereby authorizes the City Manager to execute the same on behalf of the City of Overton.

SECTION 3. That this Resolution shall become effective immediately once executed by all parties.

DULY APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS 14TH DAY OF **DECEMBER, 2017.**

CITY OF OVERTON, TEXAS

 C.R. Evans Jr., MAYOR


ATTEST:

 Rachel Gafford, CITY SECRETARY



City of Overton

EXHIBIT A

Resolution No. 2017-12-14B
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 **David K. Godwin**
 Certified Public Accountant

December 11, 2017

City of Overton, Texas
 ATTN: Wendy Bates, Comptroller
 1200 South Commerce
 Overton, TX 75684

Mrs. Bates,

I am pleased to confirm my understanding of the nature and limitations of the services I am to provide for the City of Overton, Texas (City).

As we have discussed, I will be available to assist the City with regard to preparation of items requested from the external audit firm, Prothro, Wilhelm & Company, PLLC. This engagement is subject to *The American Institute of Certified Public Accountants' Statements on Standards for Consulting Services* and I will consult with the City as requested as to the specific services you wish for me to perform on behalf of the City. In addition, I may make recommendations to the City concerning services to be performed by me that I believe will be beneficial in this matter.

Procedures

My services will be performed at the City's direction and approval. The sufficiency of the procedures is solely the responsibility of the City. Consequently, I make no representation regarding the sufficiency of the procedures requested by the City during this consulting engagement. If, for any reason, I am unable to complete a procedure, I will describe any restrictions on the performance of the procedure to the City.

In performing my engagement, I will be relying on the accuracy and reliability of information provided by City personnel. I will not audit, examine, or review the information. Please also note that my engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. The procedures I perform in my engagement will be heavily influenced by the representations that I receive from City personnel. Accordingly, false representations could cause incorrect risks to be identified or could cause some risks to go unidentified. The City, therefore, agrees to indemnify and hold me harmless for any liability and all reasonable costs (including legal fees) that I may incur in connection with claims based upon my failure to identify critical business risks or recommend appropriate risk management procedures resulting from known false representations made to me by any City personnel. Because this engagement does not constitute an examination, I will not express an opinion on the sufficiency of information compiled with regard to preparation of items requested from the external audit firm. In addition, I have no obligation to perform any procedures beyond the preparation of items requested from the external audit firm.

Management Responsibilities

Management is responsible for the presentation of the City's supporting documentation in accordance with the items requested from the external audit firm; and for selecting the criteria and determining that such criteria is appropriate for City purposes. The City is responsible for assuming all management

Resolution No. 2017.12.14B
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City of Overton

City of Overton, Texas
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responsibilities and for overseeing the consulting services I provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience. In addition, the City is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

Engagement Administration, Fees, and Other

I plan to begin this consulting engagement on approximately March 5, 2018

My fees for these services will be \$75 per hour, including travel time, and are estimated to range between 40 and 80 hours for the 2014 fiscal year-end audit requests. Continued services requested by the City will also be billed at a rate of \$75 per hour. The City will not be billed for other out-of-pocket costs such as word processing, postage, etc. The fee estimate is based on anticipated cooperation from City personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, I will discuss it with the City and arrive at a new fee estimate before I incur the additional costs. My invoices for these fees will be rendered upon completion of the engagement or each month as work progresses, whichever period is shorter and are payable on presentation. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination even if I have not completed all procedures. The City will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket expenditures through the date of termination.

I appreciate the opportunity to assist the City and believe this letter accurately summarizes the significant terms of our engagement. If you or other City management have any questions, please let me know. If the City agrees with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me. If the need for additional procedures arises, my agreement with the City will need to be revised. It is customary for me to enumerate these revisions in an addendum to this letter. If additional specified parties are added, I will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,



David K. Godwin, Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the City of Overton, Texas.



Wendy Carter, Interim City Manager / Chief of Police

12-26-17

Date

ATTACHMENT C
Repeal of Ordinance No. 2014-12-14A – Appendix C

City of Overton, Texas

Ordinance No. 2017-12-14A
Page 1 of 2

City of Overton, Texas

Ordinance No. 2017-12-14A
Page 2 of 2

ORDINANCE NO. 2017-12-14A

**AN ORDINANCE OF THE CITY OF OVERTON
REPEALING ALL OF APPENDIX C – CITY OF
OVERTON PERSONNEL POLICIES AND
PROCEDURES FROM THE CITY OF OVERTON
CODE OF ORDINANCES IN ITS ENTIRETY AND
PROVIDING FOR AN EFFECTIVE DATE.**

ATTEST:

APPROVED AS TO FORM AND LEGALITY:


Rachel Gafford, CITY SECRETARY


Blake Thompson, CITY ATTORNEY

WHEREAS, the City of Overton Personnel Policies and Procedures Manual was adopted by Ordinance No. 2014-12-18A as Appendix C of the City of Overton Code of Ordinances; and

WHEREAS, Staff, the Mayor and the Council Members do not feel that the Employee Personnel Policy and Procedures Manual should be included as a part of the City's Code of Ordinances; and

WHEREAS, Staff, the Mayor and the Council Members intentions are to readopt the existing Personnel Policy and Procedures Manual and make future amendments thereto through Council action only.

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


SECTION 1. That Appendix C – City of Overton Personnel Policies and Procedures be repealed in its entirety from the City of Overton Code of Ordinances.

SECTION 2. This ordinance shall take effect from and after its passage.

DULY PASSED AND APPROVED FOR ADOPTION AT A REGULAR
MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS
THE 14th DAY OF DECEMBER, 2017 BY A VOTE OF 5 AYES 0
NAYS AND 0 ABSTENSIONS.



CITY OF OVERTON, TEXAS


C.R. Evans Jr., MAYOR

ATTACHMENT D CDBG Authorized Signatures for Contracts & Depository

City of Overton, Texas

Resolution No. 2017-12-14C

A201

A202

RESOLUTION NO. 2017-12-14C AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7217341.

WHEREAS, the City of Overton, Texas has received a 2017 Texas Community Development Block Grant award to provide street improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Overton, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

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

The Mayor be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2017 Texas Community Development Block Grant Program.

The Mayor, City Secretary, Interim City Manager/Chief of Police, and City Comptroller be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2017 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS on 14th day of December, 2017.


C.R. Evans, Jr., MAYOR

Attest:


Rachel Gafford, CITY SECRETARY



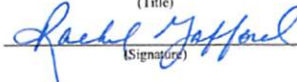

Depository/Authorized Signatories Designation Form


Grant Recipient City of Overton TxCDBG Contract No. 7217341

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

C.R. Evans, Jr. _____ (Name) Mayor _____ (Title)  _____ (Signature)	_____ (Name) _____ (Title) _____ (Signature)
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In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form (Form A203)* - (At least two (2) signatories required).

Rachel Gafford _____ (Name) City Secretary _____ (Title)  _____ (Signature)	Clyde Carter _____ (Name) Interim City Manager/Chief of Police _____ (Title)  _____ (Signature)
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Wendy Bates _____ (Name) City Comptroller _____ (Title)  _____ (Signature)	_____ (Name) _____ (Title) _____ (Signature)
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NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

ATTACHMENT E SmartPhone Meter Reading, LLC Contract

APPROVED BY COUNCIL ACTION
DATE: 12/14/2017
<i>[Signature]</i>

SMARTPHONE METER READING (SPMR) SUBSCRIPTION AGREEMENT

This SPMR Subscription Agreement ("Agreement") is made by and between SPMR, L.L.C., a Texas Limited Liability Corporation, located at 840 F Avenue, Suite 100, Plano, Texas 75074 (hereinafter "SPMR"), and City of Overton, TX, doing business at 1200 S. Coahoma, Overton, TX 75784 ("Subscriber").

RECITALS

- A. WHEREAS SPMR licenses, in object form only, proprietary computer software ("Software") as an application for smart phones, or similar devices, to record utility meter data and to communicate such data to its remote server ("Application");
- B. WHEREAS SPMR hosts the utility meter data on its remote server for retrieval by Subscriber ("Reading") and collectively, the Application, Reading and any other services such as training or set-up shall constitute "Services"; and
- C. WHEREAS Subscriber desires to use the Services;

IN CONSIDERATION of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - GENERAL TERMS

1. ENTIRE AGREEMENT. It is agreed that this Agreement and any EXHIBIT(S) attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties in the case of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.
2. GOVERNING LAW AND CHOICE OF VENUE. This agreement shall be construed, interpreted and enforced under the laws and statutes of the State of Texas without regard for any of said state's conflicts of law provisions. Any legal action relating to this Agreement shall be brought in either a state court in Dallas County, Texas or in a Federal court in the Northern District of Texas, Dallas Division.
3. TAXES. Subscriber shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of SPMR. Subscriber agrees to provide an exemption certificate with this contract if Subscriber is an exempt organization for state sales and use tax purposes.

ARTICLE 2 - PAYMENTS

1. APPLICATION AND OTHER SERVICES. Subscriber shall pay SPMR for the fees described in EXHIBIT 1 for the Services. Payment shall be made as follows:
 - A. Subscriber will have access to Services when Services are activated ("Activation Date"). The initial payment of service fees shall be made within ten (10) business days of the Activation Date and if the Activation Date is not on the first day of the month, a prorated fee shall be included in the initial payment of service fees for Services provided from the Activation Date through the last day of that month. Subsequent payments shall be made according to the following payment interval options:
 - 1. If the monthly pre-payment option is used, subsequent monthly payments shall be made on the first day of each calendar month thereafter until the Agreement is terminated.
 - 2. If the annual pre-payment option is used, the subsequent annual payments shall be for an entire annual period and shall be made on the first day of the month following the month in which the Activation Date falls and on each subsequent anniversary of the start of each annual year period initiated until the Agreement is terminated.
 - B. Subscriber shall pay SPMR for the Setup and Training fees on Exhibit 1 thirty (30) days after the invoice date.
 - C. SPMR ongoing fees are subject to change on the first and subsequent anniversaries of the Activation Date, but in no event shall the increases exceed ten (10) percent.
2. Subscriber's rights to use the Application or Reading are expressly conditioned on the timely prepayment of the fees described in EXHIBIT 1.

ARTICLE 3 - SOFTWARE

1. SPMR SOFTWARE LICENSE GRANT. SPMR hereby grants to Subscriber a nontransferable and nonexclusive license for the use and possession of the SPMR Software in object code form only. Said license is granted under the terms and conditions set forth herein.
2. Subscriber agrees that SPMR retains ownership rights to the Software, and that Subscriber acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Subscriber are retained by SPMR.
3. Subscriber may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application or any part thereof.
4. Subscriber agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, assign, provide, or in any other manner transfer

SPMR *[Signature]*

SA2017

Subscriber Initial *[Signature]*

any of its rights in the Software, whether or not modified.

ARTICLE 4 - SERVICES

1. SPMR shall provide Subscriber with the Services described on the attached EXHIBIT(S).
2. Services include those specifically described on the attached EXHIBIT(S) and Subscriber agrees that any services not described such as supplemental training or consulting and any related travel and living expenses are not included and Subscriber agrees to pay such charges and expenses within thirty (30) days of SPMR's invoice.

ARTICLE 5 - WARRANTIES

1. SPMR warrants that the System shall operate substantially in accordance with the on-line User Manual. The exclusive remedy for any valid warranty claim shall be the provision of conforming software.
2. DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES. TO THE EXTENT ALLOWED BY LAW, SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS:
 - A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY SPMR.
 - B. SPMR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SOFTWARE, SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT.
 - C. SPMR DOES NOT WARRANT THE OPERATION OF SOFTWARE OR SERVICES INCLUDED IN THE SYSTEM TO BE ERROR FREE.
 - D. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR SPMR'S LIABILITY OF ANY KIND INCLUDING LIABILITY FOR NEGLIGENCE WITH RESPECT TO THE SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY SPMR UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE AND IN NO EVENT SHALL EXCEED THE AGGREGATE CONSIDERATION PAID BY SUBSCRIBER FOR THE SERVICES.
 - E. IN NO EVENT SHALL SPMR'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SPMR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

ARTICLE 6 - TERM AND TERMINATION

1. The initial term of this Agreement ("Subscription Year") shall be from the Activation Date through the one-year anniversary of that date, except that if the Activation Date is not on the first day of a calendar month, then the first anniversary and all subsequent anniversaries of the Activation Date shall be the first day of the following month. This Agreement shall automatically renew each Subscription year unless the Subscriber provides SPMR with written notice of termination at least sixty (60) days prior to the beginning of the upcoming Subscription Year.
2. If Subscriber defaults on any obligations in accordance with the terms and conditions of this Agreement and SPMR notifies Subscriber in writing of the date of such failure of performance within ten (10) days of the date of SPMR's notice.
3. In the event either party terminates this Agreement or the license of Software, or should Subscriber fail to timely make any payment for the services, all licenses granted under this Agreement shall be terminated, and Subscriber shall, immediately, on the termination date, erase the Software in whatever form retained, and return or destroy any copies of Software documentation. Subscriber shall certify in writing to SPMR that Subscriber has so returned and/or destroyed the Software and SPMR documentation.

SPMR, L.L.C.
 Signature: *[Signature]*
 Print Name: PHILIP J. MASTERS
 Title: CHIEF FINANCIAL OFFICER
 Date: December 19, 2017

City of Overton, TX
 Signature: *[Signature]*
 Print Name: Claude Porter
 Title: City Manager
 Date: December 15, 2017

SPMR Initial *[Signature]*

SA2017

Subscriber Initial *[Signature]*

Exhibit 1 - SMART™ Services Schedule

Service	Rate	Rate	Rate
SMART™ Service	\$ 48.00	\$ 96.00	\$ 1,920.00
SMART™ Service	\$ 32.00	\$ 64.00	\$ 1,280.00
SMART™ Service	\$ 48.00	\$ 96.00	\$ 1,920.00
Monthly Payment Processing (Smart) Fee*	\$ 48.00	\$ 96.00	\$ 1,920.00
Total			\$ 3,200.00

Smart™ Service	\$ 48.00
Smart™ Service	\$ 32.00
Smart™ Service	\$ 48.00
Smart™ Service	\$ 48.00
Total	\$ 1,760.00

*Monthly Payment Processing (MPP) Fee is waived for Annual Pre-Payments

**LITE Pricing Assumes Less than 1,000 meters per Phone

***LITE Pricing Requires Annual Pre-payment.

Subscriber hereby chooses the Monthly or Annual Pre-Pay Option Listed Above.

Smart™ Service

681027

Matthew H. ...

ATTACHMENT F
Water Utilities Maintenance Contract - Well #7 Repairs

Water Utility Maintenance

P.O. Box 1041 Henderson, TX 75653
903-399-6650 Cell 800-471-4150 Office 900-903-4474 Fax

APPROVED BY COUNCIL ACTION
DATE: 12/14/2017
<i>Col. Evans Jr.</i>

Repair and Painting Contract

This contract entered into by and between City of Overton, Hereinafter known as Tank Owner and Water Utility Maintenance, (The Company).

Inspection: It is agreed that a comprehensive inspection has been made of the 221,000 gallon ground storage water tank, located at: Well #7 and that the sandblasting, repairs, painting, and coating outlined in the following paragraphs are agreed upon as being necessary and essential. To meet standards set forth in the Water Quality Act, etc.

Repairs: It is agreed that The Company will furnish all labor, equipment and material to do the following sandblasting, repairs, painting, and coating upon said tank for the price hereinafter stated.

Furnish and install 30 inch roof hatch. Furnish and install 20 inch vent. Furnish and install 8-10 six inch channel iron roof supports. Remove interior channel iron roof supports and center pole.

Sandblasting: The Company will sandblast all interior surfaces to a Near White Standard as described in Volume No. 1 of the Steel Structures Painting Manual.

Interior: After sandblasting, The Company will apply two coat(s) of TNEMEC series 20 Epoxy, 10 mils min.

Exterior: The Company will remove all loose paint and rust scale from the exterior of the tank by pressure cleaning 4,000 psi, hand tool, spot prime w/TNEMEC series 94 zinc then full coat of Series 115 Unibond. Then apply one finish coat of TNEMEC series 1028 paint to the entire structure.

Guarantee: The Company unconditionally guarantees all workmanship and material used in the performance of interior repairs and coating for a period of five year(s) and exterior repairs and painting for a period of five year(s) The Company agrees to make prompt adjustments to repairs, coating, and/or painting when notified by the tank owner. This service will be performed without charge. The Company further agrees to extend the warranty with an Annual Maintenance Agreement.

Company Addendums: To make the interior a three coat TNEMEC system (zinc and two coats of epoxy), will add an additional \$3,200.00. (Not included in total price)


Proposed Price: The total price of all work is: \$ 91,895.00, plus applicable sales tax. Payable as follows
The Company will carry Workman's Compensation and/or appropriate Contractor's Public Liability Insurance. The Company reserves the right to install outlets in the tank for ventilation and safety purposes. The Company will remove all non-biohazardous waste from the job site. No Verbal agreements or representation not incorporated into this contract shall be binding on either party.

Tank Owner *Colin Cantor*
 Tank Owner *City of Overton*
 Dated this *8th* Day of *December*, *2017*
 Water Utility Maintenance *Jimmy W. Stead*

ATTACHMENT G Water Utilities Maintenance Contract - Well #5 Repairs

Water Utility Maintenance

P.O. Box 1041 Henderson, TX 75653
903-399-6650 Cell 800-471-4150 Office 900-903-4474 Fax

APPROVED BY COUNCIL ACTION	
DATE:	12/14/2017
	

Repair and Painting Contract

This contract entered into by and between City of Overton, Hereinafter known as Tank Owner and Water Utility Maintenance, (The Company).

Inspection: It is agreed that a comprehensive inspection has been made of the 220,000 gallon ground storage water tank, located at: Well #5 and that the sandblasting, repairs, painting, and coating outlined in the following paragraphs are agreed upon as being necessary and essential. To meet standards set forth in the Water Quality Act, etc.

Repairs: It is agreed that The Company will furnish all labor, equipment and material to do the following sandblasting, repairs, painting, and coating upon said tank for the price hereinafter stated. No known repairs

Interior: After sandblasting, The Company will apply two coat(s) of TNEMEC series 20 Epoxy, 10 mils min.


Exterior: The Company will remove all loose paint and rust scale from the exterior of the tank by pressure cleaning 4,000 psi, hand tool, spot prime w/TNEMEC series 94 zinc then full coat of Series 115 Unibond. Then apply one finish coat of TNEMEC series 1028 paint to the entire structure.

Guarantee: The Company unconditionally guarantees all workmanship and material used in the performance of interior repairs and coating for a period of five year(s) and exterior repairs and painting for a period of five year(s) The Company agrees to make prompt adjustments to repairs, coating, and/or painting when notified by the tank owner. This service will be performed without charge. The Company further agrees to extend the warranty with an Annual Maintenance Agreement.

Proposed Price: The total price of all work is: \$64,500.00, plus applicable sales tax. Payable as follows

Company Addendums: To make the interior a three coat TENEMEC system (zinc and two coats of epoxy), will add an additional \$3,200.00. (Not included in total price)

The Company will carry Workman's Compensation and/or appropriate Contractor's Public Liability Insurance. The Company reserves the right to install outlets in the tank for ventilation and safety purposes. The Company will remove all non-biohazardous waste from the job site. No Verbal agreements or representation not incorporated into this contract shall be binding on either party.

Tank Owner 

Tank Owner City of Overton

Dated this 8th Day of December, 2017

Water Utility Maintenance 

ATTACHMENT H
Fair Housing Month Proclamation



PROCLAMATION

A1007

“February as Fair Housing Month”

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS the National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Overton, do proclaim February as Fair Housing Month in the City of Overton, and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 14th day of December, 2017.



City of Overton
C.R. Evans, Jr.
C.R. Evans Jr., MAYOR

Attest:

Rachel Gafford

Rachel Gafford, CITY SECRETARY

ATTACHMENT I Inclement Weather Policy

APPROVED BY COUNCIL ACTION	
DATE:	12/14/2017
	

6-15. INCLEMENT WEATHER & EMERGENCY POLICY

Definitions:

Department Head is defined as the highest-ranking administrator in a department.

Essential Personnel is defined as Staff Members designated by City Manager or Mayor to be critical to the continuation of key City operations and services.

Suspension of Operations is defined as the decision of the City Manager or his or her designee to suspend City operations in whole or in part and may include closures of City offices.

Inclement Weather is defined as weather and / or road conditions which constitutes a danger to life and/or property. Including but not limited to ice, sleet, flooding and tornados.

Emergency is defined as an event or situation that may arise at any time which requires the immediate attention and resolution.

Except for extraordinary circumstances and defined holidays, **City offices DO NOT CLOSE**. All City employees, whether exempt or nonexempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather and / or road conditions constitute a danger to life and/or property, the employee must notify their immediate supervisor and make arrangements to report to work if weather conditions improve.

Any leave taken due to inclement weather can be flexed or charged to Paid Time Off (PTO) or compensatory time (Comp). Regular full-time and part-time nonexempt employees who are unable to flex their time and who have no accrued PTO or Comp available will not be paid for the time missed.

The City Manager or his or her designee is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the Mayor.


When weather or other conditions are such that the City Manager declares certain City offices officially closed, all affected personnel, i.e., those non-essential employees who were scheduled to work during the time of closure, will be granted "paid administrative leave" for the time the office is closed.

Essential personnel must report to work even when other City departments are officially closed due to weather or other type of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the City Manager.

Essential personnel who work on the inclement weather day that City Offices are officially closed will receive PTO time in the amount equal to the hours City Hall was closed up to eight (8) hours per day. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination of employment. Employees are required to sign an acknowledgement form that they have received notice of their designation of essential status and requirement to work during inclement weather at time of employment.

ATTACHMENT J Ethics Policy

Chapter 17
City of Overton, TX
Code of Ethics and Conduct for City Officials and Employees
(Adopted on 12/14/2017)

APPROVED BY COUNCIL ACTION	
DATE:	12/14/2017
	

17-01. Statement of Purpose

The citizens and businesses of Overton are entitled to have fair, ethical and accountable local government which earns the public's full confidence for integrity. The strong desire of the City of Overton to fulfill this expectation therefore requires that city officials, both elected and appointed, and employees:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Be independent, impartial and fair in their judgment and actions;
- The office or position be used for the public good, not for personal gain; and

To this end, the Overton City Council has adopted this Code of Ethics and Conduct for city officials and employees to assure public confidence in the integrity of local government and its effective and fair operation.

17.02. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings subscribed to them in this section.

Business. A corporation, partnership, sole proprietorship, firm, holding company, joint stock company, receivership, trust or any other for profit or non-profit entity.

City Council. The legislative and governing body of the city consisting of the mayor and council city members.

City Official. Any member of the city council and any appointed member of a board, commission, or committee set up by ordinance, charter, state law or otherwise, on a temporary or permanent basis.

Employee. Any person employed by the city, including those individuals on a part-time basis, including independent contractors hired by the city for repetitive performance of services, but not independent contractors engaged for occasional services.

17.03. Policy

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, city officials and employees will work for the common good of the people of Overton and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Overton City Council, boards, commissions, and committees.

2. Comply with the Law

City officials and employees shall comply with the laws of the nation, the State of Texas, and the City of Overton in the performance of their public duties. These laws include, but are not limited to: the United States and Texas constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of City Officials and Employees

The professional and personal conduct of city officials and employees must be above reproach and avoid even the appearance of impropriety. City officials and employees shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other city officials and employees, board, commission, and committee members and the public.

4. Respect for Process

City officials and employees shall perform their duties in accordance with the processes and rules of order established by the City Council and boards, commissions, and committees governing the public deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

City officials have an obligation to attend meetings and be prepared for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfere with the orderly conduct of meetings.

6. Decisions Based on Merit

It is expected that city officials and employees review material, participate in discussion and base their decisions on the merits and substance of the matter at hand.

7. Communication

Prior to permitting final action to be taken on a matter under consideration city officials and employees shall publicly share substantive information, which they may have received from sources outside the public decision-making process, that is relevant to such action by the Council, boards, commissions, or committees.

8. Conflicts of Interest and Disclosure

City officials and employees shall familiarize themselves and abide by the following conflicts of interest and disclosure statutes and principles:

- a. Section 171 of the Local Government Code which requires council members and certain officers to file an affidavit disclosing a substantial interest in a business or property that would be beneficially affected by a decision of the

city council and thereafter abstaining from participation in discussion and voting on the matter. Once the disclosure is made the city official is to remove themselves from the meeting area to ensure their presence does not hinder the discussion of the item or influence the vote.

b. Section 176 of the Local Government Code which requires city council members and the city manager to file a conflicts disclosure statement disclosing any business relationship with a person or business doing business with the city or being considered by the city for a business relationship.

c. Section 176.003(a)(2)(B) of the Local Government Code which requires the disclosure of gifts of an aggregate value of more than \$250.00 in the twelve (12) month period preceding a transaction described in Section 176, other than gifts of food, lodging, transportation, or entertainment accepted as a guest.

d. Sections 553.001-553.003 of the Government Code which requires the filing of an affidavit before the date the city will acquire a property in which public servants have a legal or equitable interest.

e. City employees shall disclose potential conflicts of interest to their supervisor and avoid participation in the handling of matters wherein employees have a personal interest.

f. In order to assure their independence and impartiality on behalf of the public good, city officials and employees are prohibited from using their positions to influence government decisions in which they have a personal interest.

9. Corruption

City officials and employees shall familiarize themselves and abide by the Penal Code mandates concerning corruption, including specifically Section 36.02 prohibiting bribes, Section 36.08(d) prohibiting illegal benefits, Section 36.09 prohibiting receipt of prohibited gifts, Section 39.02 concerning abuse of official capacity and Section 39.06(a) concerning misuse of official information.

10. Political Advocacy

City officials and employees shall not utilize the city's name or logo for purposes of endorsing any political candidate or business. City employees shall not engage in electioneering while on the job. Electioneering means working for the election of a candidate to political office.

City employees shall not be appointed or retained on the basis of their political support or activities. Employees shall not engage in political activities relating to a campaign for elective office while in uniform or on active duty.

City employees are prohibited from using their municipal title or position in any advertisement or endorsement of products, persons or activities, without exclusive authorization by the City Council.

11. Confidential Information

City officials and employees shall respect the confidentiality of information concerning City property, personnel or proceedings of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal interests.

12. Use of Public Resources

City officials and employees shall not use public resources generally unavailable to the public, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

13. Representation of Private Interests

In keeping with their role as stewards of the public interest, city officials and employees shall not appear on behalf of private interests of third parties before the Council or any board, commission, committee, or proceeding of the City.

14. Advocacy

City officials and employees shall represent the official policies or positions of the City Council, board, commission, or committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials and employees shall explicitly state they do not represent their body or the City of Overton, nor will they allow the inference that they do.

15. Policy Role of City Officials and Employees

City officials and employees shall respect and adhere to the Overton city governmental structure as outlined in the City's policies and procedures. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, and committees and City staff. Except as provided by the City ordinance, city officials therefore shall not interfere with the administrative functions of the City or the professional duties of the City staff; nor shall they impair the ability of staff to implement Council policy decisions.

16. Independence of Boards, Commissions, and Committees

Because of the value of the independent advice of boards, commissions, and committees to the public decision-making process, city officials shall refrain from using their position to influence unduly the deliberations or outcomes of board, commission, and committee proceedings.

17. Positive Work Place Environment

City officials shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. City officials shall recognize their special role in dealing with City employees and refrain from creating the perception of inappropriate direction to staff.

18. Implementation

As an expression of the standards of conduct for city officials and employees expected by the City, the Overton Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when city officials and employees are thoroughly familiar with it and embrace its provisions. Ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards, commissions, and committees and newly elected and appointed officials and new employees. City officials and employees entering office, including those appointed to boards, commissions and committees shall sign a statement affirming they have read and understood the City of Overton Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be reviewed periodically by the City Council, boards, commissions, and committees, and the City Council shall consider recommendations from boards, commissions, committees, employees, and citizens for revision as it becomes necessary.

19. Compliance and Enforcement

The Overton Code of Ethics and Conduct expresses standards of ethical conduct expected for city officials and employees of the Overton City Council, boards, commissions, and committees. City officials and employees themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards, commissions, and committees and the Mayor have the additional responsibility to intervene when city officials' actions appear to be in violation of the Code of Ethics and Conduct and are brought to their attention. The City Council may impose sanctions, such as reprimand, formal censure, or loss of committee assignment, on city officials whose conduct does not comply with the City's ethical standards. The City Council also may act to remove members of boards, commissions, and committees from office.

17.04. STATEMENT OF COMMITMENT

As a member of the Overton City Council or of an Overton city board, commission or committee or an employee, I agree to uphold the Code of Ethics and Conduct and conduct myself by the following model of behavior.

I will:

- Recognize the worth of individual city officials and employees and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual city officials, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Overton;
- Treat all people with whom I come in contact in a manner I wish to be treated;
- Before I speak or act I will ask myself the following questions:
 1. Is it the truth?
 2. Is it fair to all concerned?
 3. Will it build goodwill and better relationships?
 4. Will it be beneficial to all concerned?

I affirm that I have read and that I understand, accept and support the City of Overton Code of Ethics and Conduct.

Name of Person

Position

Signature

Date