

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

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

**PRESENT:**

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

**ABSENT:**

Also in attendance were, Charles Cunningham, City Manager, Clyde Carter, Police Chief, Wendy Bates, City Comptroller, and Rachél Gafford, City Secretary representing staff. Beverly Russell, Jean Beth Hamblen, Doris Hoover, Elsie Hollis, Betty Clark and Grace Green representing the Queen Price Garden Club.

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

1. Invocation was given by *Councilman Posey*.
2. Pledge of Allegiance was led by *Jean Beth Hamblen*.

**II. PROCLAMATION / RECOGNITION / APPOINTMENTS**

1. *Mayor Evans read a proclamation designating Tuesday October 3, 2017 as the official date for 2017 National Night Out, Overton, TX.*
2. *Mayor Evans honored outgoing Overton Municipal Development District Board Members Robert Heath and Mike Piercy with Certificates of Appreciation for their twelve (12) years of service on the OMDD Board.*

**III. CITIZEN FORUM**

1. *Jean Beth Hamblen, 702 E. Henderson St., stated that she wanted to compliment the City on the improvements and the overall appearance of the City Cemetery. Mrs. Hamblen stated she had attended a funeral earlier that week and several people had made comments about how much better the cemetery was looking and she wanted to pass that compliment on to the City.*

**IV. CITIZEN'S REQUEST**

1. Report from the "Queen Price Garden Club" on the "Light Up Overton" project.

*Beverly Russell informed Council that the decorations being made by the Billy Moore Correction unit were nearly finished. Ms. Russell stated that she was looking for an avenue to fund the cost of the Christmas lights needed to light the trees along the greenway. The City had originally agreed*

*to purchase the lights; however, the cost of the lighting was more expensive than originally thought and the City would not be able to fund the purchase of the number of lights requested.*

**V. CONSENT AGENDA**

***Mayor Evans introduced the Consent Agenda items***

1. City Council to review, make possible corrections and approve minutes of:
  - a. Special Called Meeting of the City Council held on August 31, 2017.
  - b. Special Called Meeting of the City Council held on September 7, 2017.

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

**Councilman Davis seconded the motion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

**VI. BOARD AND COMMISSION APPOINTMENTS AND NOMINATIONS**

1. Consider and take the following actions:
  - a. Re-appoint Joel Kirby to the Overton Municipal Development District (OMDD) Board for a two (2) year term that will expire **September 30, 2019**; and
  - b. Nominate and/or appoint a new member to replace expiring term of Robert Heath for a two (2) year term that will expire **September 30, 2019**; and
  - c. Nominate and/or appoint a new member to replace expiring term of Denis Mike Piercy for a two (2) year term that will expire **September 30, 2019**.

***Mayor Pro Tem Cox nominated Loretta Posey and Betty Clark for appointment, and Joel Kirby for re-appointment to the Overton Municipal Development District Board.***

***Mayor Evans asked for additional nominations, there were no additional nominations.***

***Mayor Evans appointed Loretta Posey, Betty Clark and Joel Kirby to the OMDD Board by acclamation.***

2. Consider and take the following actions:
  - a. Re-appoint Christopher Laws to the Overton Economic Development Corporation (OEDC) Board for a three (3) year term that will expire **September 30, 2020**; and

***Councilman Davis nominated Christopher Laws for re-appointment to the Overton Economic Development Corporation Board.***

***Mayor Evans asked for additional nominations, there were no additional nominations.***

***Mayor Evans appointed Christopher Laws to the OEDC Board by acclamation.***

3. Consider and take the following actions:
  - a. Re-appoint Skipper Honeycutt to the Planning & Zoning Commission (P & Z) for a two (2) year term that will expire **September 30, 2019**; and
  - b. Re-appoint Dudley Hickman to the Planning & Zoning Commission (P & Z) for a two (2) year term that will expire **September 30, 2019**.

***Mayor Pro Tem Cox nominated Skipper Honeycutt and Dudley Hickman for re-appointment to the Planning & Zoning Commission.***

***Mayor Evans asked for additional nominations, there were no additional nominations.***

***Mayor Evans appointed Skipper Honeycutt and Dudley Hickman to the Planning & Zoning Commission by acclamation.***

## **VII. OLD BUSINESS**

1. Present revised meeting schedule for the City Council as updated September 11, 2017.

***City Manager Cunningham presented the meeting calendar for October 2017.***

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

***Mayor Evans called for request for any excused absences for the October 19, 2017 Regular Council Meeting.***

***Mayor Pro Tem Cox requested an excused leave of absence for the October 19, 2017 Council Meeting.***

**Councilman Williams made a motion to approve Mayor Pro Tem Cox's request for an excused absence from the October Council Meeting.**

**Councilman Clark seconded the motion.**

**Mayor Evans called for a vote.**

**Motion carried 4 – 0 – 1; Mayor Pro Tem Cox abstained.**

2. City Council to hear, review, consider and/or take action on adoption of **ORDINANCE NO. 2017-09-14A**; an Ordinance of the City of Overton, Texas, amending the amount of appropriations for the General Fund as well as all other funds that provide for the payment of operating and capital expenditures and by changing the amount appropriated for various departments of the City as originally adopted by Ordinance No. 2016-09-15B adopted on September 15, 2016; will amend the City of Overton Budget for the 2016-17 Fiscal Year and authorize expenditures as therein provided; approving and adopting an amended budget for the City of Overton, Texas for the fiscal year beginning October 1, 2016 and ending September 30, 2017, in accordance with the local government of the State of Texas and Rules of the City of Overton, Texas; appropriating various amounts

thereof and repealing all ordinances in conflict thereof, and providing for publication and an effective date.

*City Manager Cunningham presented Ordinance No. 2017-09-14A; stating that the third and final Budget Amendment for FY2016-17 is to finalize the numbers to be sure that all the funds would end with a positive fund balance.*

**Councilman Posey made a motion to approve Ordinance No. 2017-09-14A as submitted.**

**Mayor Pro Tem Cox seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

#### **VIII. CONVENE TO EXECUTIVE SESSION**

*City Council recessed into Executive Session at 7:23 PM.*

1. City Council to retire to Executive Session to discuss and consider the status of the City Manager and /or other employees of the City.

*City Council adjourned to Executive Session and return to the Regular Open Session at 8:02 PM.*

#### **IX. RECONVENE IN OPEN SESSION**

1. City Council to discuss and take action regarding the status of the City Manager and / or other employees of the City.

**Mayor Pro Tem Cox made a motion to accept the resignation of City Manager Cunningham (Attachment A).**

**Councilman Williams seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

#### **X. VOTE TO ADOPT THE FY 2017-2018 – ANNUAL BUDGET & TAX RATE(S)**

1. City Council to take action **ORDINANCE NO. 2017-09-14B**; an Ordinance approving and adopting a budget for the City of Overton, Texas for the fiscal year beginning October 1, 2017, and ending September 30, 2018, in accordance with the Local Government Code of the State of Texas and the ordinances and rules of the City of Overton, Texas; appropriating the various amounts thereof, and repealing all ordinances or parts of ordinances in conflict therewith; amending various sections of



**ORDINANCE NO. 2014-07-29B Appendix A - City of Overton Schedule of Fees of the City of Overton Code of Ordinances last amended by ORDINANCE NO. 2017-01-19B; providing for a severability clause, an effective date and directing the City Secretary to file a true copy of the budget with the County Clerks of Rusk and Smith County, Texas.**

*City Manager presented the proposed FY2017-18 Budget Ordinance to Council with recommended changes which would include salary savings from his resignation as well as changes to the debt services fund to account for a proposed six-month loan that he was recommending the City Council approve to assist the City with cash flow through the end of 2017 and CDBG Grant expenditures pending future reimbursement.*

**Mayor Pro Tem Cox made a motion to approve Ordinance No. 2017-09-14B approving the FY2017-18 budget including the changes to the budget and the fee schedule as submitted.**

**Councilman Clark seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a record vote.**

<b>COUNCIL MEMBER</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAINED</b>
Mayor Pro Tem Philip Cox, Place # 1	X			
Councilman John Posey, Place # 2	X			
Councilman Jerry Clark, Place #3	X			
Councilman Lawrence Davis, Place #4	X			
Councilman Michael Paul Williams, Place # 5	X			

**Motion carried 5 – 0 – 0.**

- City Council to take action **ORDINANCE NO. 2017-09-14C**; an Ordinance Levying Ad Valorem Taxes for Maintenance and Operation and the Interest and Sinking Fund of the Municipal Government of the City of Overton for the 2017-2018 Fiscal Year (Tax Year 2017); providing for a severability clause and an effective date.

**Councilman Davis made a motion to approve Ordinance No. 2017-09-14D Levying Ad Valorem Taxes for Maintenance and Operation and the Interest and Sinking Fund of the Municipal Government of the City of Overton for 2017 Tax Year as submitted.**

**Mayor Pro Tem Cox seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a record vote.**

<b>COUNCIL MEMBER</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAINED</b>
Mayor Pro Tem Philip Cox, Place # 1	X			
Councilman John Posey, Place # 2	X			
Councilman Jerry Clark, Place #3	X			
Councilman Lawrence Davis, Place #4	X			
Councilman Michael Paul Williams, Place # 5	X			

**Motion carried 5 – 0 – 0.**

3. City Council to take action **ORDINANCE NO. 2017-09-14D**; an Ordinance Levying Ad Valorem Taxes for the Maintenance and Operation of the City of Overton Municipal Cemetery for the 2017-2018 Fiscal Year (Tax Year 2017); providing for a severability clause and an effective date.

**Councilman Posey made a motion to approve Ordinance No. 2017-09-14D Levying Ad Valorem Taxes for the Maintenance and Operation of the City of Overton Municipal Cemetery for 2017 Tax Year as submitted.**

**Councilman Davis seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a record vote.**

<b>COUNCIL MEMBER</b>	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAINED</b>
Mayor Pro Tem Philip Cox, Place # 1	X			
Councilman John Posey, Place # 2	X			
Councilman Jerry Clark, Place #3	X			
Councilman Lawrence Davis, Place #4	X			
Councilman Michael Paul Williams, Place # 5	X			

**Motion carried 5 – 0 – 0.**

**XI. NEW BUSINESS**

1. Review, consider and take action regarding **RESOLUTION NO. 2017-09-14A**, a Resolution of the City Council of the City of Overton, Texas, amending and adopting the Investment Policy of the City of Overton heretofore adopted by Resolution No. 2016-09-15A.

**Councilman Davis made a motion to approve Resolution No. 2017-09-14A as submitted.**

**Mayor Pro Tem Cox seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

2. Review, consider and take action regarding **RESOLUTION NO. 2017-09-14B**, a Resolution of the City Council of the City of Overton, Texas authorizing the Mayor to execute an Agreement with the OEDC for Administrative Services to be provided by City Staff for a period of one year commencing on October 1, 2017.

**Mayor Pro Tem Cox made a motion to approve Resolution No. 2017-09-14B as submitted.**

**Councilman Clark seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

3. Review, consider and take action regarding **RESOLUTION NO. 2017-09-14C**, a Resolution of the City Council of the City of Overton, Texas authorizing the Mayor to execute an Agreement with the OMDD for Administrative Services to be provided by City Staff for a period of one year commencing on October 1, 2017.

**Councilman Davis made a motion to approve Resolution No. 2017-09-14C as submitted.**

**Mayor Pro Tem Cox seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

4. Review, consider and take action regarding **RESOLUTION NO. 2017-09-14D**, a Resolution of the City Council of the City of Overton, Texas authorizing the Mayor to execute a contract between Gary R. Traylor & Associates, Inc. and the City of Overton for Management Services for the 2017 Texas Community Development Block Grant Program.

**Mayor Pro Tem Cox made a motion to approve Resolution No. 2017-09-14D as submitted.**

**Councilman Davis seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

5. Review, consider and take action regarding the Smith County 9-1-1 Communication District **BUDGET APPROVAL** for Fiscal Year 2017-2018.

*Chief Carter presented the FY2017-2018 Smith County 9-1-1 Communications District Budget for City Council approval stating that Smith County had budgeted an additional \$5,000 for support of the Overton Police Department for FY2017-2018.*

**Mayor Pro Tem Cox made a motion to approve the FY2017-2018 Smith County 9-1-1 Communication District Budget as submitted.**

**Councilman Posey seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

6. Council to review, consider and discuss **RESOLUTION NO. 2017-09-14E** a Resolution of the City Council of the City of Overton, Texas authorizing execution of an unsecured short-term (6 months) loan from Texas Bank & Trust, that will allow the City to manage cash flow through the end of the current fiscal year, the first few months of the 2017-18 fiscal year and allow pre-funding of administrative and engineering expenses related to the CDBG grant.

*City Manager presented Resolution No. 2017-09-14E authorizing the City to take out a six-month loan in the amount of \$100,000.00 with an interest rate of 3.8% (resulting in approximately \$2,000 in interest) to assist the City with cash flow and CDBG Grant expenditure pending future reimbursement.*

**Mayor Pro Tem Cox made a motion to approve Resolution No. 2017-09-14E as submitted.**

**Councilman Posey seconded the motion.**

**Mayor Evans called for discussion; there was no discussion.**

**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

**XII. 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

*City Manager Cunningham mentioned the following items during his report:*

- *That he would recommend that City Council request the OMDD fund the repair of the eroded shoulder located at the intersection of Warren Street and McKay. The City had received a request by Superintendent Dubose as the eroding street is causing major issues for the School Busses. The City has received a bid for \$22,000 to repair the road.*

***Council agreed with the recommendation to request for funding of the Warrant Street repairs from OMDD.***

**XIII. ADJOURNMENT**

**Mayor Pro Tem Cox made a motion to adjourn.**

**Councilman Williams seconded the motion.**

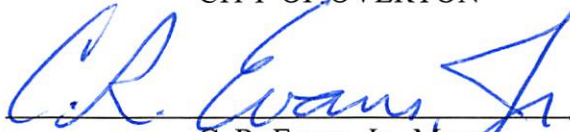
**Mayor Evans called for a vote.**

**Motion carried 5 – 0 – 0.**

With no further business, the meeting was adjourned at **8:25 PM**

Minutes submitted, approved and/or corrected this **19<sup>th</sup>** day of **October, 2017.**

CITY OF OVERTON



C. R. Evans, Jr., Mayor

ATTEST:

  
Rachel Gafford, City Secretary

ATTACHMENT A

City of Overton, TX

Ordinance No. 2017-09-14A  
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**ORDINANCE NO. 2017-09-14A**

**AN ORDINANCE OF THE CITY OF OVERTON, TEXAS, AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS ALL OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING AND CAPITAL EXPENDITURES AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY AS ORIGINALLY ADOPTED BY ORDINANCE NO. 2016-09-15B ADOPTED SEPTEMBER 15, 2016; IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF OVERTON, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Overton, Texas approved Budget Ordinance 2016-09-15A for the 2016 – 2017 Fiscal Year on September 15, 2016; and

WHEREAS, the City Manager of the City of Overton has submitted to the City Council, a proposed budget amendment of revenues and expenditures of the City of Overton for the fiscal year ending September 30, 2017; and

WHEREAS, the City Council of the City of Overton, Texas desires to amend the approved Budget Ordinance for the 2016 – 2017 Fiscal Year;

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

**Section 1.** That the appropriations for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017, for support of the general government of the City of Overton, Texas be amended for said term in accordance with changes in expenditures shown in the Attached Exhibit A, attached hereto for the purposes stated herein.

**Section 2.** That the budget amendment, as shown in words and figures in Exhibit A are hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017.

**Section 3.** In accordance with § 102.008(1), Local Government Code, The Director of Finance is directed to file with the City Secretary a true copy of the amended final budget as adopted by the City Council, and the City Secretary is directed to certify as a true copy said amended budget and file it with this Ordinance in the official records of the City.

**Section 4.** In accordance with § 102.008(2), Local Government Code, The Director of Finance is directed to take action to ensure that a copy of the amended budget is posted on the City's website.

**Section 5.** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

City of Overton, TX

Ordinance No. 2017-09-14A  
Page 2 of 3

**Section 6.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that the public notice of time, place, location and the purpose of said meeting was given as required by the Open Meetings Act, Ch. 551 LGC.

**Section 7.** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clauses of this Ordinance as an alternative method of publication provided by law.

**Section 8.** This Ordinance shall be in full force and effective from and after the date of its final passage and adoption in accordance with state law.

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

CITY OF OVERTON

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

ATTEST:

*Rachel Gafford*  
Rachel Gafford, City Secretary



APPROVED AS TO FORM AND LEGALITY:

*Blake Thompson*  
Blake Thompson, City Attorney



EXHIBIT A

**ORDINANCE NO.  
2017-09-14A**

**BUDGET AMENDMENT  
#3**

**CITY OF OVERTON**

**FISCAL YEAR  
2016-2017**

Ending September 30<sup>th</sup>, 2017

**ORDINANCE 2017-09-14A EXHIBIT A**  
Budget Amendment #3 - FY 2016-17 Budget

		Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
<b>10 General Fund</b>						
		<b>Revenue</b>				
<b>110- Admin. Taxes</b>						
110	4000 Prop. Taxes-Current	335,032	288,660	(16,752)	318,280	@95% collection Rate
110	4001 Prop Taxes Delinquent	21,600	12,290	-	21,600	
110	4004 State Sales Tax	197,104	191,660	-	197,104	
110	4032 Tax Penalties and Int.	6,500	6,126	-	6,500	
110	4033 Tax Collect Fees - Atty	2,500	3,053	500	3,000	
<b>SubTotal Taxes</b>		<b>562,736</b>	<b>501,789</b>	<b>(16,252)</b>	<b>546,484</b>	
<b>112-Fees for Service</b>						
112	4002 Building Permits/fees	12,000	10,777	-	12,000	
112	4003 Animal Shelter	80	100	-	80	
112	4006 Franchise Fees	75,000	72,626	-	75,000	
112	4013 RV Park Rental	9,000	12,360	3,000	12,000	
112	4016 OEDC Admin Fee	12,000	14,000	-	12,000	Two month's income from prior year
112	4019 OMDD Admin. Fee	9,600	8,000	-	9,600	
	4034 ZBA Case Fee	200	150	-	200	
	4035 ZBA Legal Notice Fee	200	150	-	200	
112	4038 TABC Permits	400	60	-	400	
<b>SubTotal Fees</b>		<b>118,480</b>	<b>118,223</b>	<b>3,000</b>	<b>121,480</b>	
<b>114- Other Revenue</b>						
114	4008 Sale of Assets	5,000	794	-	5,000	
114	4009 Bldg. rental-Com. Bldg	9,000	4,108	-	9,000	
114	4010 Donations	3,000	2,600	-	3,000	
114	4011 Interest Income	100	60	-	100	
114	4014 Copies/Fax	75	183	-	75	
114	4015 Intergov't Rev. ESD VFD	34,000	30,957	-	34,000	
114	4017 Intergov't Rev. 9-1-1 S Co.	5,000	-	-	5,000	
114	4018 Insurance Reimbursement	4,000	3,736	-	4,000	
114	4020 Miscellaneous Rev	50	638	-	50	
114	4030 Other Reimbursements	-	-	-	-	
114	4307 Returned Check Fee	25	-	-	25	
<b>SubTotal Other GF Revenue</b>		<b>60,250</b>	<b>43,077</b>	<b>-</b>	<b>60,250</b>	
<b>200 Municipal Court</b>						
200	4005 Warrant Fees	12,000	7,568	-	12,000	
200	4103 Police Reports	150	113	-	150	
200	4107 Fines	82,000	71,430	-	82,000	
<b>SubTotal Muni. Court Revenue</b>		<b>94,150</b>	<b>79,111</b>	<b>-</b>	<b>94,150</b>	
<b>450 Public Works -Sanitation</b>						
450	4021 City Hall Dumpster Fee	500	-	-	500	
450	4310 Trash Collection Fees	256,577	234,332	-	256,577	
<b>Subtotal Public Works</b>		<b>257,077</b>	<b>234,332</b>	<b>-</b>	<b>257,077</b>	
<b>General Fund Transfers in</b>						
900	6160 Transfers in from W&S	286,354	200,000	6,000	292,354	
<b>Total General Fund Rev.</b>		<b>1,379,047</b>	<b>1,176,532</b>	<b>(7,252)</b>	<b>1,371,795</b>	

City of Overton

Amendment #3 FY 2016-17 Budget

City of Overton

Amendment #3 FY 2016-17 Budget

**10 General Fund**

**Expenditures**

**100 Administration**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
100 5000 Salaries	159,970	133,384	-	159,970	
100 5001 Overtime	-	101	-	-	
100 5003 Vision Plan	256	193	-	256	
100 5004 Unemployment Ins	245	32	-	245	
100 5005 Payroll Retirement	3,704	3,096	-	3,704	
100 5006 Payroll Health Ins	15,325	12,967	-	15,325	
100 5007 Payroll Dental Ins	1,213	1,093	-	1,213	
100 5008 Payroll Life Ins	109	97	-	109	
100 5009 Payroll FICA	11,449	10,252	-	11,449	
100 5010 Flex Spending	75	60	-	75	
100 5011 Workers Comp	801	1,096	-	801	
100 5012 Travel Expenses	1,500	1,705	830	2,330	City Sec training
100 5013 Training	500	1,472	-	500	
100 5014 Postage	600	611	-	600	
100 5015 Office Supplies	5,500	4,762	-	5,500	
100 5016 Copies & copier	2,400	2,963	700	3,100	Incl Muni Court
100 5017 Dues & Subscriptions	700	1,210	-	700	
100 5018 Advertising - Public Notices	3,500	1,002	-	3,500	
100 5019 Office Equipment	250	633	-	250	
100 5022 Cell Phone Allowance	600	389	-	600	
100 5024 Gas Entex	1,000	520	-	1,000	
100 5025 Telephone	6,000	4,875	-	6,000	
100 5026 Electricity	15,000	8,759	(3,000)	12,000	Redistribution other funds
100 5027 Rusk Co. CAD Appraisal Fees	5,750	5,408	1,400	7,150	
100 5028 Smith Co. CAD Appraisal	380	358	-	380	
100 5030 Building Maintenance	6,500	5,269	-	6,500	
100 5031 Land/Building Lease	100	100	-	100	
100 5032 Liability Ins.	7,200	7,351	-	7,200	
100 5037 Gas/Oil	450	105	-	450	
100 5039 Vehicle Maint. Repair	750	1,005	-	750	
100 5040 Tax Collection Fees	10,000	5,574	-	10,000	
100 5044 Contract Labor	2,500	2,331	-	2,500	
100 5050 Comm. Center Supplies	500	499	164	664	
100 5078 Election Fees Rusk County	7,184	7,184	-	7,184	
100 5081 Mayor and Council	2,400	1,480	-	2,400	
100 5083 Attorney's Fees	4,000	3,473	1,200	5,200	
100 5085 Audit Fees	8,500	9,319	1,500	10,000	
100 5086 Other Contract Services	-	46	46	46	
100 5313 Refunds	-	100	100	100	
<b>Subtotal Administration</b>	<b>286,911</b>	<b>240,875</b>	<b>2,940</b>	<b>289,851</b>	

**130 Information Tech.**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
130 5061 Maintenance of Equipment	-	2,154	2,154	2,154	Install A/C in Server room.
130 5101 Computer Hardware	4,000	8,390	8,400	4,000	Server for Data Storage
130 5102 Computer Software	6,900	246	(6,400)	500	Delay Purchase of Meraki Sec.
130 5103 IT Maintenance Services	18,000	14,665	-	18,000	
130 5104 USTI License/Maintenance	4,405	4,958	500	4,905	
130 5166 Equipmt. Rental	600	500	-	600	
<b>Subtotal Information Tech.</b>	<b>33,905</b>	<b>30,913</b>	<b>4,654</b>	<b>30,159</b>	

**200 Municipal Court**

**Expenditures:**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
200 5000 Salaries-Clerk	26,365	24,554	-	26,365
200 5001 Overtime	250	-	(250)	-
200 5003 Vision Plan	83	63	-	83
200 5004 Unemployment Fees	90	10	-	90
200 5005 Payroll retirement	621	570	-	621
200 5006 Health Ins.	5,518	4,335	-	5,518
200 5007 Payroll-Dental	452	356	-	452
200 5008 Payroll-Life ins.	41	32	-	41
200 5009 Payroll FICA	2,069	1,878	-	2,069
200 5011 Workers comp	118	-	-	118
200 5012 Travel Expense	200	-	-	200
200 5013 Training	200	-	-	200
200 5014 Postage	273	410	137	410
200 5015 Office Supplies	450	413	-	450
200 5016 Copies & Copier	1,700	297	(1,000)	700
200 5020 Legal & professional Serv.	-	3,007	(3,007)	-
200 5082 Judge and Jury Fees	4,800	4,000	-	4,800
200 5083 Attorney's Fees	4,500	1,239	-	4,500
200 5104 USTI License/Maint.	805	805	-	805
200 5113 Collection of Fines Expenses	3,500	3,166	-	3,500
<b>Subtotal Municipal Court</b>	<b>52,034</b>	<b>45,134</b>	<b>(4,120)</b>	<b>50,921</b>

Exp not allocated properly combined with 5083

**10 General Fund**

**250 Planning & Com/Dev**

**Expenditures**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
250 5000 Salaries	1,708	2,110	845	2,553
250 5001 Overtime	-	-	-	-
250 5003 Vision Plan	3	4	-	3
250 5004 Unemployment Ins	10	1	-	10
250 5005 Payroll Retirement	50	56	-	50
250 5006 Payroll Health Insurance	213	237	-	213
250 5007 Payroll Dental Ins	17	19	-	17
250 5008 Payroll Life Ins	2	2	-	2
250 5009 Payroll FICA	98	165	-	98
250 5010 Flex Spending	2	-	-	2
250 5011 Workers Comp	15	-	-	15
250 5013 Training/travel expenses	300	467	167	467
250 5014 Postage	250	-	-	250
250 5015 Office Supplies	500	50	(450)	50
250 5017 Dues & Subscriptions	110	106	-	110
250 5018 Advertisement - Public Notices	250	-	-	250
250 5020 Legal Fees	800	396	(400)	400
250 5022 Miscellaneous Expense	-	42	-	-
250 5044 Contract Services - Inspect.	3,500	3,805	650	4,150
250 5084 Filing Fees	100	48	-	100
250 5104 USTI Maint. Lic Permit Module	2,300	1,150	(950)	1,350
250 5170 Refunds	150	-	(150)	-
<b>Subtotal Plan/Comm. Dev.</b>	<b>10,378</b>	<b>8,658</b>	<b>(288)</b>	<b>10,090</b>

Additional Inspections

Liability account



City of Overton

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City of Overton

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**310 Police Department**

**Expenditures**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
310 5000 Salaries	329,965	288,271	-	329,965	
310 5001 Overtime	23,398	19,629	-	23,398	
310 5003 Vision Plan	666	533	-	666	
310 5004 Payroll Unemployment	932	103	-	932	
310 5005 Retirement	7,486	6,858	-	7,486	
310 5006 Health Ins.	44,146	34,647	-	44,146	
310 5007 Dental Ins.	3,613	2,766	-	3,613	
310 5008 Life ins.	324	200	-	324	
310 5009 FICA	26,562	23,579	-	26,562	
310 5010 Flexible Spending Plan	44	(108)	-	44	
310 5011 Worker Comp.	10,048	7,880	-	10,048	
310 5012 Travel Exp.	3,000	874	(1,000)	2,000	Distribution of expenses between 5012 & 5013 adjustment
310 5013 Training	1,000	1,874	1,000	2,000	
310 5014 Postage	500	163	-	500	
310 5015 Office Supplies	2,000	1,901	-	2,000	
310 5016 Copies/Copier	1,700	1,925	400	2,100	Municipal Court included here
310 5017 Dues & Subscriptions	900	867	-	900	
310 5022 Cell Phone Allowance	600	319	-	600	
310 5025 Telephone	4,300	3,263	-	4,300	
310 5030 Build Maintenance	1,000	917	100	1,100	
310 5032 Liability ins.	11,000	9,722	(1,278)	9,722	Final bill
310 5036 Materials/Supplies	1,600	1,063	-	1,600	
310 5037 Gas&Oil/tires	13,000	11,670	500	13,500	
310 5039 Vehicle Repair	12,000	10,751	-	12,000	
310 5041 Equipment	1,200	667	-	1,200	
310 5043 Uniforms	2,200	1,914	(1,000)	1,200	
310 5046 Animal Shelter	350	230	-	350	
310 5049 Forensics	1,400	-	(1,400)	-	Liability Account
310 5061 Maint. Equip	300	230	-	300	
310 5062 Physicals Emp.	100	103	-	100	
310 5094 Dog Food	600	594	-	600	
310 5095 Vet Fees	500	402	-	500	
310 5101 Computer hardware	8,500	5,400	(3,100)	5,400	Server cost less than anticipated
<b>Subtotal Police Department</b>	<b>514,936</b>	<b>439,208</b>	<b>(5,778)</b>	<b>509,158</b>	

**10 General Fund**

**Expenditures**

**Public Works**

**410 Street & Infrastructure Maint.**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
410 5000 Salaries	17,294	24,140	-	17,294	
410 5001 Overtime	2,768	3,631	-	2,768	
410 5003 Vision Plan	46	68	-	46	
410 5004 Unemployment Taxes	81	8	-	81	
410 5005 Retirement	551	620	-	551	
410 5006 Health Ins.	3,056	4,275	-	3,056	
410 5007 Dental Ins.	250	351	-	250	
410 5008 Life Ins.	22	17	-	22	
410 5009 FICA	1,837	2,124	-	1,837	
410 5010 Flexible Spending Plan	4	(14)	-	4	
410 5011 Workers Comp.	878	1,063	-	878	
410 5024 Gas-Entex	1,300	1,658	-	1,300	
410 5026 Electricity	81,366	64,526	-	81,366	
410 5030 Building Maintenance	5,000	3,959	(1,000)	4,000	
410 5032 Liability Insurance	2,200	2,063	-	2,200	
410 5036 Materials & Supplies	14,500	17,460	3,000	17,500	City Hall Renovations
410 5037 Gas & Oil	5,600	4,650	200	5,800	
410 5039 Vehicle Repairs/Inspections	6,200	6,395	-	6,200	
410 5041 Equipment	12,000	10,984	(1,000)	11,000	
410 5043 Uniforms	-	1,014	1,250	1,250	
410 5076 Engineering Services	-	-	-	-	
410 5086 Other Contract Services	500	10,350	10,000	10,500	City Hall Renovations A/C Units
<b>Subtotal - Streets &amp; Infra.</b>	<b>155,454</b>	<b>159,341</b>	<b>12,450</b>	<b>167,904</b>	

**10 General Fund**

**450 Sanitation**

**Expenditures**

450 5077 Allied Waste Contract	192,655	115,494	(15,000)	177,655	Expenses over estimated
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City of Overton

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10 General Fund

550 Fire Dept -EMS Services

Expenditures

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
550 5011 Workers Comp	950	1,118	-	950	
550 5012 Training Travel Expenses	6,500	6,130	2,700	9,200	Additional training for Fire Fighter Class 1
550 5015 Office Supplies	100	150	-	100	
550 5017 Dues & Subscriptions	1,200	775	-	1,200	
550 5022 Cell Phone allowance	1,200	388	-	1,200	
550 5024 Gas Entex	3,000	814	(1,500)	1,500	Based on expenditures to date
550 5025 Telephone	4,000	2,675	(1,000)	3,000	Based on expenditures to date
550 5026 Electricity	1,497	1,344	-	1,497	
550 5032 Liability ins.	4,166	4,159	-	4,166	
550 5036 Materials/supplies	500	329	-	500	
550 5037 Gas/Oil	2,500	1,543	-	2,500	
550 5038 Protective Gear	6,000	8,047	2,047	8,047	2 additional sets of protective gear purchased at a discount
550 5039 Vehicle/Repair/Test	5,550	4,340	-	5,550	
550 5041 Equipment/Repair/Test	8,000	7,074	-	8,000	
550 5042 Firemen Fees	6,500	4,846	-	6,500	
550 5043 Uniforms	840	745	-	840	
550 5098 Building Maint./Repair	2,744	3	(2,500)	244	OVFD paid for reformatting station from donated funds
550 5140 EMS Services	36,000	33,000	-	36,000	
<b>Subtotal Fire &amp; EMS</b>	<b>91,247</b>	<b>77,480</b>	<b>(253)</b>	<b>90,994</b>	

10 General Fund

Expenditures

620 Special Event- Donations

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
620 5070 Annual Fire Works	3,500	2,577	(923)	2,577	Credit from last year
620 5071 Annual Easter Egg Hunt	250	240	-	250	
620 5072 Awards - Celebrations	500	-	(500)	-	No expense this year
620 5079 Contribution to Library	500	-	-	500	
<b>Subtotal Special Events</b>	<b>4,750</b>	<b>2,817</b>	<b>(1,423)</b>	<b>3,327</b>	

900 Transfers Out To

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
900 7134 Fund 34 Debt Service Notes	35,874	35,874	-	35,874
<b>Subtotal Transfers Out</b>	<b>35,874</b>	<b>35,874</b>	<b>-</b>	<b>35,874</b>

Total General Fund Expenditures

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
<b>Total Revenue</b>	<b>1,379,047</b>	<b>1,176,532</b>	<b>(7,252)</b>	<b>1,371,795</b>
<b>Total Expenditures</b>	<b>1,378,144</b>	<b>1,155,794</b>	<b>(6,818)</b>	<b>1,365,933</b>
<b>Surplus/ (Deficit)</b>	<b>903</b>	<b>20,738</b>	<b>(434)</b>	<b>5,862</b>

50 Cemetery O&M

Revenue

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
435 4000 Prop. Taxes-Current	40,858	35,592	(2,043)	38,815	55% collection rate
435 4001 Prop Taxes Delinquent	1,500	1,265	-	1,500	
435 4010 Donations	500	455	-	500	
435 4020 Other Income	1,000	1,439	439	1,439	
435 4032 Tax Penalties and Interest	250	559	-	250	
435 4033 Tax Collection Fees	100	286	-	100	
435 4037 County Reg Filing Fee	200	1,253	-	200	
435 4401 Cemetery Plot Sales	10,000	17,900	7,900	17,900	Greater than anticipated plot sales and interment fees
435 4402 Interment Fees	3,500	5,900	2,500	6,000	
435 4403 Gravesite Location Fee	300	350	-	300	
435 4404 Marker Deposit Fee	1,650	1,250	-	1,650	
	-	-	-	-	
<b>Subtotal Cemetery</b>	<b>59,858</b>	<b>66,249</b>	<b>8,796</b>	<b>68,654</b>	

Expenditures

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
435 5000 Salaries	10,462	8,749	-	10,462	
435 5001 Overtime	11	11	-	11	
435 5003 Vision Plan	19	10	-	19	
435 5004 Unemployment Ins	41	6	-	41	
435 5005 Payroll Retirement	198	118	-	198	
435 5006 Payroll Health Ins	1,061	639	-	1,061	
435 5007 Payroll Dental Ins	87	52	-	87	
435 5008 Payroll Life ins	8	5	-	8	
435 5009 Payroll FICA	1,314	675	-	1,314	
435 5010 Flex Spending	8	10	-	8	
435 5011 Workers Compensation	77	-	-	77	
435 5012 Travel Training	-	51	-	-	
435 5014 Postage	150	304	-	150	
435 5015 Office Supplies	500	691	-	500	
435 5022 Cell Phone Allowance	65	53	-	65	
435 5027 Rusk County App Dist Collection	632	333	-	632	
435 5028 Smith County App Dist Collection	40	22	-	40	
435 5036 Maint. Materials	3,500	1,012	-	3,500	
435 5040 Tax Collection fees paid	2,503	201	-	2,503	
435 5041 Equipment	-	547	547	547	Purchase Weed Eater
435 5044 Contract Labor	1,500	161	-	1,500	
435 5051 Administration Fee (Filing)	1,500	(40)	-	1,500	
435 5083 Legal Attorney's Fees	700	65	-	700	
435 5084 Filing Fees- Deeds	350	1,223	900	1,250	More deeds filed than anticipated
435 5085 Audit Fee	-	900	900	900	Cemetery portion of audit fee
435 5104 USTI License/Maintenance	240	-	-	240	
435 5401 Grounds Repairs Cut Grass	18,000	15,000	-	18,000	
435 5402 Landscaping	7,979	8,071	200	8,179	
435 7220 Transfer Out To Cemetery Imp.	7,650	7,650	-	7,650	
	-	-	-	-	
<b>Sub-total Cemetery Fund</b>	<b>58,595</b>	<b>46,519</b>	<b>2,547</b>	<b>61,142</b>	
<b>Revenue</b>	<b>59,858</b>	<b>66,249</b>	<b>8,796</b>	<b>68,654</b>	
<b>Expenditures</b>	<b>58,595</b>	<b>46,519</b>	<b>2,547</b>	<b>61,142</b>	
<b>Difference</b>	<b>1,263</b>	<b>19,729</b>	<b>6,249</b>	<b>7,512</b>	

City of Overton

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**60 Water and Sewer Fund**

		Amend. # 2	Y-T-Date	\$Increase/	Amend. # 3	
		7-1-2017	8-30-2017	\$(Decrease)	9-14-2017	
<b>Revenue</b>						
850	4011 Interest Income	-	-	-	-	
850	4028 Bulk Water sales	2,500	1,029	-	2,500	
850	4030 Ins Reimbursement of claim	-	-	-	-	
850	4301 Water Sales	734,663	672,621	(10,000)	724,663	Depressed sales due to rain.
850	4303 Water taps	1,500	2,825	1,200	2,700	
850	4305 Reconnect Fees	3,500	3,546	-	3,500	
850	4307 Returned checks fee	1,700	1,106	-	1,700	
850	4308 Late Fees	17,400	12,805	-	17,400	
850	4309 Connect Fees	12,500	12,210	-	12,500	
<b>Sub-total Water Sales</b>		<b>773,763</b>	<b>706,141</b>	<b>(8,800)</b>	<b>764,963</b>	
<b>Sewer Sales and Service</b>						
855	4030 Insurance Reimbursement	-	34,259	34,259	34,259	Reimbursement for Expenses at well# 5 from TML Claim.
855	4302 Sewer Sales and Service	476,461	428,811	-	476,461	
855	4304 Sewer Taps	400	200	-	400	
<b>Sub-total Sewer Sales</b>		<b>476,861</b>	<b>463,270</b>	<b>34,259</b>	<b>511,120</b>	

**Water/Sewer Total Revenue 1,250,624 1,169,411 25,459 1,276,083**

**Admin. - UB & Common Expenses**

		Amend. # 2	Y-T-Date	\$Increase/	Amend. # 3	
		7-1-2017	8-30-2017	\$(Decrease)	9-14-2017	
<b>Expenditures</b>						
850	5000 Salaries	26,365	25,274	-	26,365	
850	5001 Overtime	-	22	-	-	
850	5003 Vision Plan	83	56	-	83	
850	5004 Unemployment	90	12	-	90	
850	5005 Payroll Retirement	609	515	-	609	
850	5006 Payroll Health Ins.	5,684	4,895	-	5,684	
850	5007 Payroll Dental Ins.	452	332	-	452	
850	5008 Payroll Life Ins	41	31	-	41	
850	5009 Payroll FICA	2,030	1,969	-	2,030	
850	5010 Flexible Spending	-	(570)	-	-	
850	5011 Workers Comp.	118	361	-	118	
850	5012 Travel/Expenses	500	104	-	500	
850	5013 Training	300	-	-	300	
850	5014 Postage	4,500	3,867	-	4,500	
850	5015 Office Supplies	1,850	1,909	700	2,550	Underestimated Expense
850	5016 Copies & Copier	2,000	2,389	400	2,400	
850	5020 Legal/Professional	-	7,876	8,000	8,000	Adjusted with 5083
850	5022 Cell Phone Allowance	2,300	538	(1,800)	500	Expenses charged to Water and Sewer Ops
850	5025 Telephone	700	1,193	500	1,200	
850	5032 Liability Ins.	6,900	6,930	30	6,930	
850	5041 Equipment	-	114	-	114	
850	5043 Uniforms	3,500	1,231	(2,000)	1,500	Charged to Water and Sewer Ops
850	5044 Contract labor	15,000	19,260	6,000	21,000	Part-time Acct Clerk and Comptroller post contract employees before made perman
850	5062 Employee Physicals - Testing	150	179	-	150	Adjusted with 5020
850	5083 Legal/Professional	8,000	-	(8,000)	-	
850	5085 Audit Fees	12,000	12,344	-	12,000	
850	5104 USTI License/Maintenance	1,205	1,205	-	1,205	
850	5313 Refunds	-	600	600	600	
850	5314 Customer Deposit Refunds	-	2,176	2,176	2,176	
<b>Sub-total Administration</b>		<b>94,376</b>	<b>94,811</b>	<b>6,720</b>	<b>101,096</b>	

**60 Water and Sewer Fund**

**Water Operations Expenditures**

		Amend. # 2	Y-T-Date	\$Increase/	Amend. # 3	
		7-1-2017	8-30-2017	\$(Decrease)	9-14-2017	
852	5000 Salaries	66,649	54,023	-	66,649	
852	5001 Overtime	11,505	8,670	-	11,505	
852	5003 Vision Plan	177	144	-	177	
852	5004 Unemployment	191	21	-	191	
852	5005 Payroll Retirement	1,805	1,428	-	1,805	
852	5006 Payroll Health Ins.	11,726	8,555	-	11,726	
852	5007 Payroll Dental Ins.	1,807	745	-	1,807	
852	5008 Payroll Life Ins	86	54	-	86	
852	5009 Payroll FICA	6,018	4,796	-	6,018	
852	5010 Flexible Spending	18	-	-	18	
852	5011 Workers Comp.	2,912	2,685	-	2,912	
852	5012 Travel/Expenses	500	235	-	500	
852	5013 Training	1,200	1,752	500	1,700	Classes and testing for class C license
852	5026 Electricity	54,000	51,108	9,000	63,000	Reductions in other accounts- actual use.
852	5036 Maintenance/Supplies	35,000	24,989	-	35,000	Based on accrued expenses
852	5037 Gas & Oil	4,500	2,564	-	4,500	
852	5039 Veh. Repair	6,500	7,942	2,000	8,500	
852	5041 Minor Equipment	12,000	3,299	-	12,000	
852	5043 Uniforms	-	732	-	-	
852	5044 Contract labor	5,000	6,739	-	5,000	
852	5061 Equipment Maint.	7,500	16,776	10,000	17,500	Numerous pump and mechanical failures.
852	5065 Equipment Rental	1,500	450	-	1,500	#5 and #7. \$7,000 has been claimed from
852	5179 Fire Hydrant Repair	10,000	6,984	-	10,000	First invoice charged to 5306
852	5301 State Permit Fees	3,500	2,967	-	3,500	
852	5304 Water Testing	4,500	1,322	(2,000)	2,500	
852	5305 Water Tank Inspections	1,200	1,300	-	1,200	
852	5306 Gen Maint. Water System	35,000	32,290	17,000	52,000	Based on invoices pending
852	5311 Fines & Penalties	-	-	-	-	
<b>Sub-total Water O&amp;M</b>		<b>284,794</b>	<b>242,570</b>	<b>36,500</b>	<b>321,294</b>	



City of Overton

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**60 Water and Sewer Fund**

**Sewer Operations**

**Expenditures**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017	
855 5000 Salaries	66,649	54,023	-	66,649	
855 5001 Overtime	11,505	8,670	-	11,505	
855 5002 Vision Plan	177	144	-	177	
855 5004 Unemployment	191	21	-	191	
855 5005 Payroll Retirement	1,805	1,428	-	1,805	
855 5006 Payroll Health Ins.	11,726	9,081	-	11,726	
855 5007 Payroll Dental Ins.	1,807	745	-	1,807	
855 5008 Payroll Life Ins	86	54	-	86	
855 5009 Payroll FICA	6,018	4,796	-	6,018	
855 5010 Flexible Spending	18	(28)	-	18	
855 5011 Workers Comp.	2,912	2,324	-	2,912	
855 5012 Travel	250	731	-	250	
855 5026 Electricity	25,000	20,681	-	25,000	
855 5036 Maintenance/Supplies	36,000	20,146	(5,000)	31,000	
855 5037 Gas & Oil	3,500	6,070	1,500	5,000	
855 5039 Veh. Repair	5,000	5,040	-	5,000	
855 5041 Equipment	20,000	38,701	20,000	40,000	Repairs to pu trucks, dump trucks, old back-hoe, etc.
855 5043 Uniforms	-	562	-	-	
855 5044 Contract labor	15,000	6,456	-	15,000	
855 5061 Equipment Maint.	10,000	9,402	-	10,000	
855 5077 Sludge Hauling	10,500	2,510	-	10,500	
855 5078 Sludge Pumping	12,500	6,410	-	12,500	
855 5108 Equipment Rental	11,000	6,181	-	11,000	
855 5301 State Permit Fees	5,000	3,374	-	5,000	
850 5303 Sewer Analysis & Inspect.	6,000	6,396	-	6,000	
855 5306 Gen Maint. SewerSystem	50,000	35,616	(10,000)	40,000	
855 5311 Fines & Penalties	-	-	-	-	
<b>Sub-total Sewer M&amp;O</b>	<b>312,644</b>	<b>249,533</b>	<b>6,500</b>	<b>319,144</b>	
<b>Total Water/Sewer Operations</b>	<b>691,815</b>	<b>586,914</b>	<b>49,720</b>	<b>741,535</b>	

**60 Water and Sewer Fund**

**Transfers Out - Water**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
861 7210 To General Fund	122,823	100,000	3,000	125,823
861 7233 To Bond I&S. COs	17,747	17,747	-	17,747
861 7234 To Debt Serv Notes & Loans	28,826	28,826	-	28,826
861 7238 To Capital Project Water	31,341	-	-	31,341
861 7240 to Cap Equip Acquisition	3,900	3,900	-	3,900
<b>Sub-total Transfer out Water</b>	<b>204,637</b>	<b>150,473</b>	<b>3,000</b>	<b>207,637</b>

**Transfers Out - Sewer**

862 7210 To General Fund	122,823	100,000	3,000	125,823
862 7233 To Bond I&S. COs	17,747	17,747	-	17,747
862 7234 To Debt Serv Notes & Loans	43,326	43,326	-	43,326
862 7239 to Cap Project Sewer	37,682	-	-	37,682
862 7241 to Cap Equip Acquisition	18,800	3,900	-	18,800
<b>Sub-total Transfer out Sewer</b>	<b>240,378</b>	<b>164,973</b>	<b>3,000</b>	<b>243,378</b>

**W/S Fund Total Expenditures**

	<b>1,136,830</b>	<b>902,360</b>	<b>55,720</b>	<b>1,192,550</b>
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**Water/Sewer Fund**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
<b>Revenue</b>	<b>1,250,624</b>	<b>1,169,411</b>	<b>25,459</b>	<b>1,276,083</b>
<b>Expenditures</b>	<b>1,136,830</b>	<b>902,360</b>	<b>55,720</b>	<b>1,192,550</b>
<b>Difference</b>	<b>113,794</b>	<b>267,051</b>	<b>(30,261)</b>	<b>83,533</b>

City of Overton

Amendment #3 FY 2016-17 Budget

City of Overton

Amendment #3 FY 2016-17 Budget

**Debt Service (I&S) Funds**

**33 2002-03 Bonds-**

Revenue		Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
Tax Revenue					
110	4000 Ad Valorem Taxes Current	189,982	167,565	-	189,982
110	4001 Ad Valorem Taxes Delinquent	8,000	6,487	-	8,000
110	4032 Tax Penalties and Int.	2,500	3,112	-	2,500
110	4033 Tax Collect Fees - Atty	1,100	1,574	-	1,100
Sub-Total Tax Revenue		201,582	178,738	-	201,582
Revenue from Transfers - in					
900	4704 Proceeds from Loan	490,000	490,000	-	490,000
900	6210 Transfer In - from Gen Fund	-	-	-	-
900	6160 Transfers In Water Fund	17,746	17,746	-	17,746
900	6161 Transfers In Sewer Fund	17,746	17,746	-	17,746
Sub-Total Transfers		525,492	525,492	-	525,492
		727,074	704,230	-	727,074

**Expenditures**

**2002 CO Bonds -**

802	5027 Rusk Co. Tax Collection Fees	2,000	1,587	400	2,400
802	5028 Smith Co. Tax Collection Fees	300	105	-	300
802	5040 Atty. Tax Collection Fees	2,000	1,478	-	2,000
802	5100 2002 CO Bonds- Principal	150,000	150,000	-	150,000
802	5110 2002 CO Bonds- Interest	46,375	46,375	-	46,375
802	5111 Paying Agent Fees	750	750	-	750
Sub-Total		201,425	200,295	400	201,825

**2003 GO and Refunding Bonds**

803	5040 Tax Collection Fees (Atty)	(2,000)	148	-	(2,000)
803	5041 Paying Agent Fees	(300)	-	-	(300)
803	5100 2003 CO Bonds- Principal	490,000	490,000	-	490,000
803	5110 2003 CO Bonds- Interest	10,535	10,535	-	10,535
803	5111 Paying Agent Fees	400	400	-	400
Sub-Total		498,635	501,083	-	498,635

**2003 CO \$400,000**

817	5102 CO Series 2003- Principal	25,000	25,000	-	25,000
817	5110 CO Series 2003- Interest	1,613	3,225	-	1,613
Sub-Total		26,613	28,225	-	26,613

**Total Bond Debt Service 726,673 729,603 400 727,073**

**Debt Service (I&S) Funds**

**34 Notes and Loans**

Revenue		Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
120	4011 Interest Income	50	-	-	50
900	6160 Transfers In Water	28,826	28,826	-	28,826
900	6161 Transfers In Sewer	43,326	43,326	-	43,326
900	6210 Transfers In General Fund	35,874	35,874	-	35,874
Sub-Total		108,076	108,026	-	108,076
Expenditures					
120	5451 EMS Building Loan	11,165	9,304	-	11,165
120	5453 Texas BAT - Police Vehicles	24,709	24,828	-	24,709
120	5455 OMDD 95K Note Vac Truck	-	-	-	-
120	5456 OMDD 50K Note WT	-	-	-	-
120	5457 OMDD 100K Note Sewer	-	-	-	-
120	5458 Unsecured Loan (Equip)	32,512	26,854	-	32,512
120	5459 Unsecured Loan (Ref Debt)	39,640	39,498	-	39,640
Sub-Total		108,026	100,484	-	108,026

<b>Total Debt Service (I&amp;S) Funds</b>		<b>Reven</b>	<b>835,150</b>	<b>812,256</b>	<b>-</b>	<b>835,150</b>
		<b>Expenditures</b>	<b>834,699</b>	<b>830,087</b>	<b>400</b>	<b>835,099</b>
		<b>Difference</b>	<b>452</b>	<b>(17,831)</b>	<b>(400)</b>	<b>52</b>

City of Overton

Amendment #3 FY 2016-17 Budget

City of Overton

Amendment #3 FY 2016-17 Budget

**Special Revenue Funds - Court  
14 Tech. Fund**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
Rev 203 4105 Technology Fees	2,200	1,930	-	2,200
203 4106 OMNI Fees	100	-	-	100
<b>Total</b>	<b>2,300</b>	<b>1,930</b>	<b>-</b>	<b>2,300</b>

Exp 203 5101 Computer - Hardware	2,300	-	-	2,300
203 5106 OMNI Services	1,000	-	-	1,000
<b>Total</b>	<b>3,300</b>	<b>-</b>	<b>-</b>	<b>3,300</b>

**24 Court Security Fund**

Rev 204 4100 Security Fee	1,500	1,451	-	1,500
Exp 204 5000 Salaries- Bailiff	2,500	1,583	-	2,500
204 5001 Overtime	-	4	-	8
204 5003 Vision Plan	8	5	-	8
204 5004 Unemployment	0	0	-	0
204 5005 Payroll Retirement	22	25	-	22
204 5008 Payroll Life Ins	4	2	-	4
204 5009 Payroll FICA	200	121	-	200
204 5011 Workers Comp.	-	-	-	-
204 5061 Equipment Maint.	500	-	-	500
<b>Total</b>	<b>3,234</b>	<b>1,741</b>	<b>-</b>	<b>3,234</b>

**26 Dedicated Court Rev. Security Fund**

Rev 205 4102 Court Efficiency	2,400	1,914	-	2,400
<b>Total</b>	<b>2,400</b>	<b>1,914</b>	<b>-</b>	<b>2,400</b>

Exp 205 5036 Materials and supplies	1,200	-	-	1,200
205 5013 Court Personnel Training	1,200	-	-	1,200
<b>Total</b>	<b>2,400</b>	<b>-</b>	<b>-</b>	<b>2,400</b>

**27 Police Seizure Fund**

Rev 311 4104 Police Seizure	1,000	-	-	1,000
Exp 311 5036 Materials and supplies	1,000	-	-	1,000

**28 Police Donations - Fund Raisers**

Rev 312 4010 Donations	8,700	8,700	-	8,700
312 4150 Police Dept. Calendar	1,000	1,200	-	1,000
312 4024 Police Sponsored Fund Raisers	-	680	-	-
<b>Total</b>	<b>9,700</b>	<b>10,580</b>	<b>-</b>	<b>9,700</b>
Exp 312 5036 Materials and Supplies	-	157	-	-
312 5038 Protective Gear	6,900	6,835	-	6,900
312 5151 National Nite Out	500	472	-	500
312 5152 Calendar Expenses	150	948	-	150
312 5906 T Shirts	350	439	-	350
<b>Total</b>	<b>7,900</b>	<b>8,850</b>	<b>-</b>	<b>7,550</b>

<b>Total Special Revenue Funds</b>	<b>Revenue</b>	<b>16,900</b>	<b>15,876</b>	<b>-</b>	<b>16,900</b>
	<b>Expenditures</b>	<b>17,834</b>	<b>10,591</b>	<b>-</b>	<b>17,484</b>
	<b>Difference</b>	<b>(934)</b>	<b>5,285</b>	<b>-</b>	<b>(584)</b>

**Total All Funds**

**AII OPERATING FUNDS**

<b>Total Revenue</b>	<b>3,240,324</b>	<b>27,004</b>	<b>3,568,583</b>
<b>Total Expenditures</b>	<b>2,945,351</b>	<b>51,849</b>	<b>3,472,208</b>

96,375

**CAPITAL PROJECTS FUNDS**

**General Fund Improvements  
Street Improvements**

**51 Rusk Co. Assistance Program**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
<b>701 Revenue</b>				
701 6160 Transfer -In from Water/Sewer	50,000	-	-	50,000
<b>Subtotal</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
<b>701 Expenditures</b>				
701 5501 Crews Street Repairs	10,000	5,944	(4,056)	5,944
701 5502 Sweet Gum	5,000	2,942	(2,058)	2,942
701 5503 North Street	10,000	3,134	(6,866)	3,134
701 5504 East Henderson	25,000	6,331	(18,669)	6,331
<b>Subtotal</b>	<b>50,000</b>	<b>18,351</b>	<b>(31,649)</b>	<b>18,351</b>

County did not complete renovation  
County did not complete renovation  
County did not complete renovation  
County did not complete renovation

**52 Cemetery Fund Improvements**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
<b>703 Revenue</b>				
703 4402 OMDD Grant - Cemetery	26,000	10,000	-	26,000
703 6160 Transfer -In from Cemetery	7,650	7,650	-	7,650
<b>Subtotal</b>	<b>33,650</b>	<b>17,650</b>	<b>-</b>	<b>33,650</b>
<b>703 Expenditures</b>				
703 5551 Retention Wall	15,000	15,000	-	15,000
703 5552 Curb on Hwy 850	1,650	1,600	-	1,650
703 5553 Fencing	16,000	-	-	16,000
<b>Subtotal</b>	<b>32,650</b>	<b>16,600</b>	<b>-</b>	<b>32,650</b>

**54 Water System CIP**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
<b>Revenue</b>				
851 4402 OMDD Grant App	36,500	-	(36,500)	-
851 6160 Transfer In - Water/Sewer Fund	49,182	-	(49,182)	-
<b>Total Revenue Water CIP</b>	<b>85,682</b>	<b>-</b>	<b>(85,682)</b>	<b>-</b>
<b>Expenditures</b>				
851 5871 Renovate Well #7 Ground Storage T	73,000	-	(73,000)	-
851 5872 Renovate Well #5 Ground Storage T	-	-	-	-
851 5873 Chlorination System Well 5 & 7	12,682	12,682	-	12,682
<b>Total Expenditures Water CIP</b>	<b>85,682</b>	<b>12,682</b>	<b>(73,000)</b>	<b>12,682</b>

Project moved to 2017-18  
Project moved to 2017-19  
Project moved to 2017-18

City of Overton

Amendment #3 FY 2016-17 Budget

**CAPITAL PROJECTS FUNDS (cont.)**

	Amend. # 2 7-1-2017	Y-T-Date 8-30-2017	\$Increase/ \$(Decrease)	Amend. # 3 9-14-2017
<b>55 Sewer Fund Capital Improvements</b>				
<b>Revenue</b>				
Transfer In-Water/Sewer Fund	6,341	-	-	6,341
Total Revenue Sewer CIP	6,341	-	-	6,341
<b>Expenditures</b>				
5874 Chlorination System WWTP	6,341	6,341	-	6,341
Total Expenditures Sewer CIP	6,341	6,341	-	6,341
<b>59 Capital Acquisition Vehicles and Equipmt.</b>				
<b>Revenue</b>				
901 4601 McMillan Foundation Grant	46,000	15,000	(31,000)	15,000
901 6160 Transfer In-Water/Sewer Fund	22,300	7,800	(14,500)	7,800
Total Revenue	68,300	22,800	(45,500)	22,800
<b>Expenditures</b>				
855 5850 Purchase Pick-up W/S	7,800	7,800	-	7,800
855 5852 Purchase Police Unit	46,000	-	(46,000)	-
855 5881 Dewatering Tank	14,500	-	(14,500)	29,000
Total Expenditures	68,300	7,800	(31,500)	36,800
<i>Police unit to be purchased in 2017-18</i>				
<i>Dewatering tank to be purchased in 2017-18</i>				
<b>Total CIP Projects 2016-17</b>				
Revenue	243,873	40,450	(131,182)	112,791
Expenditures	242,873	61,773	(136,149)	106,824



**ATTACHMENT B**

City of Overton Adopted FY 2017-18 Budget

**APPENDIX D-  
ORDINANCE NO. 2017-09-14B - BUDGET ADOPTION**

City of Overton, TX Ordinance No. 2017-09-14B  
Page 1 of 4

**ORDINANCE NO. 2017-09-14B**

**AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF OVERTON, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF OVERTON, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AMENDING VARIOUS SECTIONS ORDINANCE NO. 2014-07-29B APPENDIX A - CITY OF OVERTON SCHEDULE OF FEES OF THE CITY OF OVERTON CODE OF ORDINANCES LAST AMENDED BY ORDINANCE NO. 2017-01-19B; PROVIDING FOR A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND DIRECTING THE CITY SECRETARY TO FILE A TRUE COPY OF THE BUDGET WITH THE COUNTY CLERKS OF RUSK AND SMITH COUNTY, TEXAS.**

**WHEREAS**, the City Manager of the City of Overton has submitted to the City Council, in accordance with state law, a budget for said City, for the fiscal year beginning October 1, 2017, and ending September 30, 2018; and

**WHEREAS**, the City Council has received said proposed budget, a copy which has been filed with the City Secretary of the City of Overton; and,

**WHEREAS**, proper and timely notice that a public hearing on such budget would be held on September 7<sup>th</sup>, 2017, was given and made in accordance with the law and within the time limits set forth by law; and

**WHEREAS**, such public hearing was held in accordance with the law on September 7<sup>th</sup>, 2017, prior to final adoption of this Ordinance;

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

**Section 1.** The budget of the revenue of the City of Overton and the expenses of conducting the affairs thereof providing a financial plan for the ensuing fiscal year beginning October 1, 2017, and ending September 30, 2018, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", and the same is in all things adopted and approved as the budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2017, and ending September, 30, 2018.

**Section 2.** The sums in Exhibit A are hereby appropriated from the prospective funds for the payment of expenditures on behalf of the City government as established in the approved budget document for the fiscal year ending September 30, 2018.

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City of Overton Adopted FY 2017-18 Budget

City of Overton, TX Ordinance No. 2017-09-14B  
Page 2 of 4

**Section 3.** In accordance with § 102.008(1), Local Government Code, The Director of Finance is directed to file with the City Secretary a true copy of the final budget as adopted by the City Council, and the City Secretary is directed to certify as a true copy of said budget and file it with this Ordinance in the official records of the City.

**Section 4.** That if any provision or any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

**Section 5.** In accordance with § 102.008(a)(2)(B), Local Government Code, The City Secretary is directed to ensure that the record vote described by § 102.007 (d)(2), Local Government Code is posted on the City's website at least until the first anniversary of the date this Ordinance is adopted.

**Section 6.** In accordance with § 102.009(d) Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance along with a true copy of the budget with the County Clerks of Rusk and Smith County.

**Section 7.** The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code as amended.

**Section 8.** This Ordinance shall amend the wording of the following various sections of Ordinance No. 2014-07-29B, Appendix A – City of Overton Schedule of Fees: H, Cemetery Fees, Section J, Utility Service Fees and Section U, Building Permits.

**Section 9.** This Ordinance shall be and remain in full force and effective on October 1, 2017, in accordance with state law.

**FIRST READING PRESENTED ON THE 7<sup>th</sup> DAY OF SEPTEMBER, 2017.**

**DULY PASSED AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14<sup>th</sup> DAY OF SEPTEMBER, 2017 BY A RECORD VOTE OF 5**

**AYES 0 NAYS AND 0 ABSTENSIONS AS RECORDED BELOW.**

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City of Overton

Adopted FY 2017-18 Budget

City of Overton, TX

Ordinance No. 2017-09-14E  
Page 3 of 4

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAINED
Mayor Pro Tem Philip Cox, Place # 1	X			
Councilman John Posey, Place # 2	X			
Councilman Jerry Clark, Place #3	X			
Councilman Lawrence Davis, Place #4	X			
Councilman Michael Paul Williams, Place # 5	X			

PRESENT AND NOT VOTING: Mayor C.R. Evans Jr.

CITY OF OVERTON, TEXAS

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

ATTEST:

*Rachel Gafford*  
Rachel Gafford, CITY SECRETARY

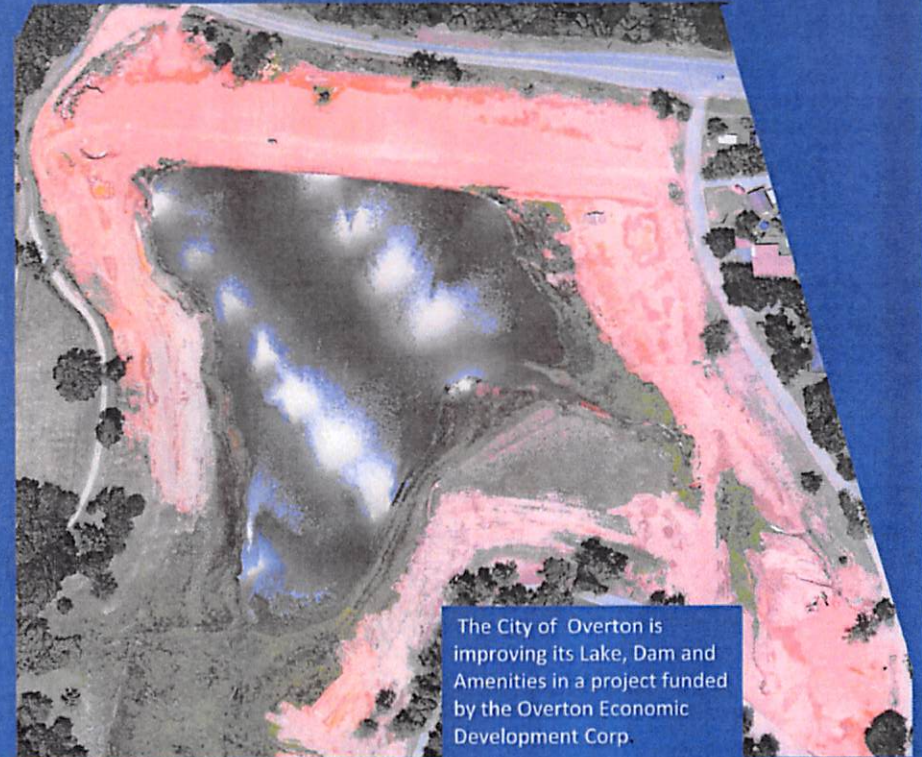


APPROVED AS TO FORM AND LEGALITY:

*Blake Thompson*  
Blake Thompson, CITY ATTORNEY

# City of Overton, Texas Annual Operating Budget for Fiscal Year 2017-18

Adopted



The City of Overton is improving its Lake, Dam and Amenities in a project funded by the Overton Economic Development Corp.

October 2017

City of Overton

Adopted FY 2016-17 Budget  
September 14, 2017

City of Overton

Adopted FY 2016-17 Budget  
September 14, 2017

**Ordinance 2017-09-14B - Exhibit A**

**Annual Operating and Capital Improvement Budget for FY 2017-18**

**10 General Fund**

		Adopted FY 2017-18
<b>Revenue</b>		
<b>110- Admin. Taxes</b>		
10	110 4000 Prop. Taxes-Current	335,401
10	110 4001 Prop Taxes Delinquent	8,000
10	110 4004 State Sales Tax	195,867
10	110 4032 Tax Penalties and Int.	6,500
10	110 4033 Tax Collect Fees - Atty	2,500
<b>SubTotal Taxes</b>		<b>548,268</b>
<b>112-Fees for Service</b>		
10	112 4002 Building Permits/fees	10,000
10	112 4003 Animal Shelter	60
10	112 4006 Franchise Fees	75,000
10	112 4013 RV Park Rental	11,000
10	112 4016 OEDC Admin Fee	12,000
10	112 4019 OMDD Admin. Fee	9,600
10	112 4035 ZBA Case Fee	
10	112 4038 TABC Permits	900
<b>SubTotal Fees</b>		<b>118,560</b>
<b>114- Other Revenue</b>		
10	114 4008 Sale of Assets	5,000
10	114 4009 Bldg. rental-Com. Bldg	4,500
10	114 4010 Donations	3,000
10	114 4011 Interest Income	100
10	114 4014 Copies/Fax	150
10	114 4015 Intergovt'l Rev. ESD Runs	32,000
10	114 4039 Intergovt'l Rev. 9-1-1 S Co.	10,000
10	114 4018 Insurance Reimbursement	2,500
10	114 4020 Miscellaneous Rev	50
10	114 4307 Returned Check Fee	25
<b>SubTotal Other GF Revenue</b>		<b>57,325</b>
<b>200 Municipal Court</b>		
10	200 4005 Warrant Fees	7,500
10	200 4103 Police Reports	150
10	200 4107 Fines	72,000
<b>SubTotal Muni. Court Revenue</b>		<b>79,650</b>
10	450 4021 City Hall Dumpster Fee	-
10	450 4310 Trash Collection Fees	250,000
<b>Subtotal Public Works</b>		<b>250,000</b>
<b>General Fund Transfers in</b>		
10	900 6160 Transfers in from W&S	<b>328,000</b>
<b>Total Gen. Fund Revenue</b>		<b>1,381,803</b>

**10 General Fund**

		Adopted FY 2017-18
<b>Expenditures</b>		
<b>100 Administration</b>		
10	100 5000 Salaries	125,707
10	100 5003 Vision Plan	256
10	100 5004 Unemployment Ins	277
10	100 5005 Payroll Retirement	4,413
10	100 5006 Payroll Health Ins	16,979
10	100 5007 Payroll Dental ins	1,390
10	100 5008 Payroll Life ins	125
10	100 5009 Payroll FICA	10,741
10	100 5010 Flex Spending	89
10	100 5011 Workers Comp	628
10	100 5012 Travel Expenses	1,500
10	100 5013 Training	500
10	100 5014 Postage	600
10	100 5015 Office Supplies	4,500
10	100 5016 Copies & copier	2,400
10	100 5017 Dues & Subscriptions	1,500
10	100 5018 Advertising - Public Notices	1,000
10	100 5019 Office Equipment	500
10	100 5022 Cell Phone Allowance	720
10	100 5024 Gas Entex	550
10	100 5025 Telephone	6,000
10	100 5026 Electricity	12,500
10	100 5027 Rusk Co. CAD Appraisal Fees	5,750
10	100 5028 Smith Co. CAD Appraisal	550
10	100 5030 Building Maintenance	2,500
10	100 5031 Land/Building Lease	100
10	100 5032 Liability ins.	6,063
10	100 5037 Gas/Oil	100
10	100 5039 Vehicle Maint. Repair	1,000
10	100 5040 Tax Collection Fees	7,000
10	100 5044 Contract Labor	-
10	100 5050 Comm. Center Supplies	500
10	100 5078 Election Fees Rusk County	7,500
10	100 5081 Mayor and Council	2,400
10	100 5083 Attorney's Fees	2,500
10	100 5085 Audit Fees	14,000
10	100 5086 Other Contract Services	-
10	100 5313 Refunds	-
<b>Subtotal Administration</b>		<b>242,838</b>



City of Overton

Adopted FY 2016-17 Budget  
September 14, 2017

**10 General Fund**

		Adopted FY 2017-18
<u>Expenditures:</u>		
<b>130 Information Tech.</b>		
10	130 5061 Maint. Equipt.	-
10	130 5101 Computer Hardware	4,000
10	130 5102 Computer Software	5,000
10	130 5103 IT Maintenance Services	18,000
10	130 5104 USTI License/Maintenance	4,400
10	130 5166 Equipt. Rental	600
<b>Subtotal Information Tech.</b>		<b>32,000</b>

		Adopted FY 2017-18
<u>Expenditures:</u>		
<b>200 Municipal Court</b>		
10	200 5000 Salaries-Clerk	13,458
10	200 5001 Overtime	252
10	200 5003 Vision Plan	83
10	200 5004 Unemployment Fees	90
10	200 5005 Payroll retirement	834
10	200 5006 Health Ins.	5,518
10	200 5007 Payroll-Dental	452
10	200 5008 Payroll-Life ins.	41
10	200 5009 Payroll FICA	2,092
10	200 5011 Workers comp	122
10	200 5012 Travel Expense	200
10	200 5013 Training	200
10	200 5014 Postage	500
10	200 5015 Office Supplies	450
10	200 5016 Copies & Copier	500
10	200 5020 Legal & professional Serv.	-
10	200 5082 Judge and Jury Fees	4,800
10	200 5083 Attorney's Fees	5,000
10	200 5104 USTI License/Maint.	805
10	200 5113 Collection of Fines Expenses	3,500
<b>Subtotal Municipal Court</b>		<b>38,897</b>

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**250 Planning & Com/Development**

		Adopted FY 2017-18
<u>Expenditures</u>		
10	250 5000 Salaries	11,532
10	250 5001 Overtime	-
10	250 5002 Certification Pay	-
10	250 5003 Vision Plan	-
10	250 5004 Unemployment Ins	-
10	250 5005 Payroll Retirement	-
10	250 5006 Payroll Health Insurance	-
10	250 5007 Payroll Dental Ins	-
10	250 5008 Payroll Life Ins	-
10	250 5009 Payroll FICA	-
10	250 5010 Flex Spending	-
10	250 5011 Workers Comp	-
10	250 5013 Training/travel expenses	-
10	250 5014 Postage	100
10	250 5015 Office Supplies	250
10	250 5017 Dues & Subscriptions	110
10	250 5018 Advertisement - Public Notices	250
10	250 5020 Legal Fees	1,500
10	250 5022 Miscellaneous Expense	-
10	250 5044 Contract Services - Inspect.	3,500
10	250 5076 Engineering Services	-
10	250 5084 Filing Fees	100
10	250 5104 USTI Maint. Lic Permit Module	2,300
10	250 5105 GIS Services	-
10	250 5170 Refunds	150
<b>Subtotal Plan/Comm. Dev.</b>		<b>19,792</b>

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**Police Department- Operations**  
**Expenditures**

		Adopted FY 2017-18
10	310 5000 Salaries	262,072
10	310 5001 Overtime	12,383
10	310 5003 Vision Plan	500
10	310 5004 Payroll Unemployment	630
10	310 5005 Retirement	8,678
10	310 5006 Health Ins.	33,110
10	310 5007 Dental Ins.	2,710
10	310 5008 Life ins.	243
10	310 5009 FICA	21,766
10	310 5010 Flexible Spending Plan	44
10	310 5011 Worker Comp.	12,325
10	310 5012 Travel Exp.	1,000
10	310 5013 Training	1,500
10	310 5014 Postage	100
10	310 5015 Office Supplies	2,000
10	310 5016 Copies/Copier	1,900
10	310 5017 Dues &Subscriptions	900
10	310 5022 Cell Phone Allowance	600
10	310 5025 Telephone	3,500
10	310 5030 Build Maintenance	1,000
10	310 5032 Liability ins.	10,181
10	310 5036 Materials/Supplies	1,600
10	310 5037 Gas&Oil/tires	11,000
10	310 5039 Vehicle Repair	12,000
10	310 5041 Equipment	1,200
10	310 5043 Uniforms	2,200
10	310 5046 Animal Shelter	350
10	310 5049 Forensics	1,500
10	310 5061 Maint. Equip	300
10	310 5062 Physicals Emp.	100
10	310 5068 Electrical Contractor Work	1,000
10	310 5094 Dog Food	600
10	310 5095 Vet Fees	500
10	310 5101 Computer hardware	2,500
<b>Total Police Department</b>		<b>411,993</b>

**350 9-1-1 Emergency Communications and Dispatch**

		Adopted FY 2017-18
<b>Expenditures</b>		
10	350 5000 Salaries	84,673
10	350 5003 Vision Plan	167
10	350 5004 Payroll Unemployment	360
10	350 5005 Retirement	1,540
10	350 5006 Health Ins.	11,037
10	350 5007 Dental Ins.	903
10	350 5008 Life ins.	81
10	350 5009 FICA	5,484
10	350 5011 Worker Comp.	320
10	350 5012 Travel Exp.	1,000
10	350 5013 Training	1,000
10	350 5014 Postage	250
10	350 5015 Office Supplies	700
10	350 5016 Copies/Copier	500
10	350 5017 Dues &Subscriptions	100
10	350 5025 Telephone	500
10	350 5036 Materials/Supplies	250
10	350 5041 Equipment	1,200
10	350 5043 Uniforms	200
<b>Total 9-1-1 Emergency Comm. Section</b>		<b>110,265</b>
<b>Total Police Department Total</b>		<b>522,258</b>

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**10 General Fund**  
**PW- Streets, Parks, Bldg. Maint.**

		Adopted FY 2017-18
<u>Expenditures</u>		
10	410 5000 Salaries	12,230
10	410 5001 Overtime	1,835
10	410 5003 Vision Plan	-
10	410 5004 Unemployment Taxes	-
10	410 5005 Retirement	-
10	410 5006 Health Ins.	-
10	410 5007 Dental Ins.	-
10	410 5008 Life Ins.	-
10	410 5009 FICA	-
10	410 5010 Flexible Spending Plan	-
10	410 5011 Workers Comp.	-
10	410 5024 Gas-Entex	1,750
10	410 5026 Electricity- Hudson Energy	75,000
10	410 5030 Building Maintenance	2,500
10	410 5032 Liability insurance	2,258
10	410 5036 Materials & Supplies	15,000
10	410 5037 Gas & Oil	2,100
10	410 5039 Vehicle Repairs/Inspections	2,500
10	410 5041 Equipment	5,000
10	410 5043 Uniforms	-
10	410 5068 Electrical Contractor Work	3,500
10	410 5076 Engineering Services	-
10	410 5086 Other Contract Services	2,500
<b>Subtotal - Streets &amp; Infra.</b>		<b>126,173</b>

**10 General Fund**  
**450 Sanitation**

		Adopted FY 2017-18
<u>Expenditures</u>		
10	450 5077 Allied Waste Contract	196,000

**10 General Fund**

**550 Fire Dept -EMS Services**

		Adopted FY 2017-18
<u>Expenditures</u>		
10	550 5011 Workers Comp	1,266
10	550 5012 Training Travel Expenses	6,500
10	550 5015 Office Supplies	100
10	550 5017 Dues & Subscriptions	1,200
10	550 5022 Cell Phone allowance	1,200
10	550 5024 Gas Entex	3,000
10	550 5025 Telephone	4,000
10	550 5026 Electricity	1,497
10	550 5032 Liability ins.	4,661
10	550 5036 Materials/supplies	500
10	550 5037 Gas/Oil	2,500
10	550 5038 Protective Gear	6,000
10	550 5039 Vehicle/Repair/Test	5,550
10	550 5041 Equipment/Repair/Test	8,000
10	550 5042 Firemen Fees	6,500
10	550 5043 Uniforms	840
10	550 5045 Tires	600
10	550 5098 Building Maint. /Repair	500
10	550 5140 EMS Services	36,000
<b>Subtotal Fire &amp; EMS</b>		<b>90,414</b>

**620 Special Event- Donations**

		Adopted FY 2017-18
<u>Expenditures</u>		
10	620 5070 Annual Fire Works	2,500
10	620 5071 Annual Easter Egg Hunt	250
10	620 50XX Light Up Overton	1,500
10	620 5079 Contribution to Library	500
<b>Subtotal Special Events</b>		<b>4,750</b>

**10 900 Transfers Out To**

		Adopted FY 2017-18
10	900 7134 Fund 34 Debt Service Notes	13,165
10	900 7001 Fund 50 GF Cap. Improve.	19,000
<b>Subtotal Transfers Out</b>		<b>32,165</b>

**Total General Fund Expenditures**

<b>Total General Fund Expenditures</b>	<b>1,305,286</b>
<b>Total Revenue</b>	<b>1,381,803</b>
<b>Total Expenditures</b>	<b>1,305,286</b>



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**50 Cemetery O&M**

Revenue

			Adopted FY 2017-18
50	435	4000 Prop. Taxes-Current	40,118
50	435	4001 Prop Taxes Delinquent	900
50	435	4010 Donations	800
50	435	4020 Other Income	350
50	435	4032 Tax Penalties and Interest	500
50	435	4033 Tax Collection Fees	120
50	435	4037 County Reg Filing Fee	400
50	435	4401 Cemetery Plot Sales	8,800
50	435	4402 Interment Fees	2,500
50	435	4403 Gravesite Location Fee	300
50	435	4404 Marker Deposit Fee	1,500
<b>Subtotal Cemetery</b>			<b>56,288</b>

**50 Cemetery O&M**

Expenditures

			Adopted FY 2017-18
50	435	5000 Salaries	22,138
50	435	5001 Overtime	-
50	435	5003 Vision Plan	-
50	435	5004 Unemployment Ins	90
50	435	5009 Payroll FICA	635
50	435	5010 Flex Spending	-
50	435	5011 Workers Compensation	37
50	435	5014 Postage	250
50	435	5015 Office Supplies	750
50	435	5027 Rusk County App Dist Collection	350
50	435	5028 Smith County App Dist Collection	50
50	435	5028 Liability ins.	850
50	435	5036 Maint. Materials	1,000
50	435	5040 Tax Collection fees paid	250
50	435	5041 Equipment	250
50	435	5044 Contract Labor	500
50	435	5051 Administration Fee (Filing)	250
50	435	5083 Legal Attorney's Fees	100
50	435	5085 Audit Fee	1,150
50	435	5104 USTI License/Maintenance	900
50	435	5401 Grounds Repairs Cut Grass	18,000
50	435	5402 Landscaping	6,688
50	435	7220 Transfer Out To Cemetery Imp.	-
<b>Sub-total Cemetery Fund</b>			<b>54,238</b>
<b>Revenue</b>			<b>56,288</b>
<b>Expenditures</b>			<b>54,238</b>

**60 Water and Sewer Fund**

Revenue

			Adopted FY 2017-18
<b>Water Sales and Service</b>			
60	850	4028 Bulk Water sales	1,000
60	850	4301 Water Sales	735,000
60	850	4303 Water taps	2,000
60	850	4305 Reconnect Fees	3,500
60	850	4307 Returned checks fee	1,000
60	850	4308 Late Fees	14,000
60	850	4309 Connect Fees	12,500
<b>Sub-total Water Sales</b>			<b>769,000</b>
<b>Sewer Sales and Service</b>			
60	855	4030 Reimburse.of Expenses	
60	855	4302 Sewer Sales and Service	415,000
60	855	4304 Sewer Taps	400
<b>Sub-total Sewer Sales</b>			<b>415,400</b>
<b>Water/Sewer Total Revenue</b>			<b>1,184,400</b>

**Admin. - UB &**

**Common Expenses**

Expenditures

			Adopted FY 2017-18
60	850	5000 Salaries	31,130
60	850	5003 Vision Plan	83
60	850	5004 Unemployment	180
60	850	5005 Payroll Retirement	837
60	850	5006 Payroll Health Ins.	5,518
60	850	5007 Payroll Dental Ins.	452
60	850	5008 Payroll Life Ins	41
60	850	5009 Payroll FICA	2,736
60	850	5010 Flexible Spending	44
60	850	5011 Workers Comp.	124
60	850	5012 Travel/Expenses	150
60	850	5013 Training	150
60	850	5014 Postage	4,500
60	850	5015 Office Supplies	1,850
60	850	5016 Copies & Copier	2,000
60	850	5022 Cell Phone Allowance	360
60	850	5025 Telephone	700
60	850	5032 Liability ins.	7,298
60	850	5043 Uniforms	3,500
60	850	5044 Contract labor	2,500
60	850	5062 Employee Physicals - Testing	150
60	850	5083 Legal/Professional	2,000
60	850	5085 Audit Fees	15,000
60	850	5104 USTI License/Maintenance	1,205
<b>Sub-total Administration.</b>			<b>82,508</b>

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**60 Water and Sewer Fund**

Water Operations

Expenditures

		Adopted FY 2017-18
60	852 5000 Salaries	70,237
60	852 5001 Overtime	7,928
60	852 5003 Vision Plan	250
60	852 5004 Unemployment	270
60	852 5005 Payroll Retirement	2,925
60	852 5006 Payroll Health Ins.	16,555
60	852 5007 Payroll Dental Ins.	1,355
60	852 5008 Payroll Life Ins	122
60	852 5009 Payroll FICA	7,337
60	852 5011 Workers Comp.	7,833
60	852 5012 Travel/Expenses	500
60	852 5013 Training	1,200
60	852 5026 Electricity	57,000
60	852 5036 Maintenance/Supplies	32,000
60	852 5037 Gas & Oil	5,500
60	852 5039 Veh. Repair	8,500
60	852 5041 Minor Equipment	5,000
60	852 5043 Uniforms	1,200
60	852 5044 Contract labor	5,000
60	852 5061 Equipment Maint.	12,000
60	852 5065 Equipment Rental	1,500
60	852 5068 Electrical Contractor Work	5,000
60	852 5179 Fire Hydrant Repair	10,000
60	852 5301 State Permit Fees	3,500
60	852 5304 Water Testing	2,500
60	852 5305 Water Tank Inspections	1,500
60	852 5306 Gen Maint. Water System	25,000
60	852 5311 Fines & Penalties	12,000
<b>Sub-total Water O&amp;M</b>		<b>303,712</b>

**60 Water and Sewer Fund**

Sewer Operations

Expenditures

		Adopted FY 2017-18
60	855 5000 Salaries	62,379
60	855 5001 Overtime	4,678
60	855 5002 Vision Plan	167
60	855 5004 Unemployment	180
60	855 5005 Payroll Retirement	2,059
60	855 5006 Payroll Health Ins.	11,307
60	855 5007 Payroll Dental Ins.	903
60	855 5008 Payroll Life Ins	81
60	855 5009 Payroll FICA	5,163
60	855 5011 Workers Comp.	3,480
60	855 5012 Travel	1,200
60	855 5026 Electricity	25,000
60	855 5036 Maintenance/Supplies	25,000
60	855 5037 Gas & Oil	5,500
60	855 5039 Veh. Repair	6,000
60	855 5043 Uniforms	1,200
60	855 5044 Contract labor	5,000
60	855 5061 Equipment Maint.	10,000
60	855 5066 Equipment Rental	2,500
60	855 5068 Electrical Contractor Work	5,000
60	855 5077 Sludge Hauling	7,500
60	855 5078 Sludge Pumping	8,500
60	855 5108 Equipment Rental	5,000
60	855 5301 State Permit Fees	5,000
60	850 5303 Sewer Analysis & Inspect.	7,500
60	855 5306 Gen Maint. SewerSystem	30,000
<b>Sub-total Sewer M&amp;O</b>		<b>240,297</b>
<b>Total Water/Sewer Operations</b>		<b>626,517</b>

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**Water and Sewer Fund**

**Transfers Out - Water**

		Adopted FY 2017-18
60	861 7210 To General Fund	164,000
60	861 7233 To Bond I&S. COs	10,092
60	861 7234 To Debt Serv Notes & Loans	54,021
60	861 7238 to Capital Project Water	25,000
60	861 7240 to Cap Equip Acquisition	-
<b>Sub-total Transfer out Water</b>		<b>253,113</b>

**Transfers Out - Sewer**

60	862 7210 To General Fund	164,000
60	862 7233 To Bond I&S. COs	10,092
60	862 7234 To Debt Serv Notes & Loans	54,021
60	862 7239 to Cap Project Sewer	25,000
60	862 7241 to Cap Equip Acquisition	34,800
<b>Sub-total Transfer out Sewer</b>		<b>287,913</b>

**W/S Fund Total Expenditures**

**1,167,543**

**Water/Sewer Fund**

		Adopted FY 2017-18
Revenue		1,184,400
Expenditures		1,167,543
Difference		16,857

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**Debt Service (I&S) Funds**

**2002-03 Bonds-**

**Revenue**

		Adopted FY 2017-18
33	110 4000 Ad Valorem Taxes Current	205,213
33	110 4001 Ad Valorem Taxes Delinquent	5,000
33	110 4032 Tax Penalties and Int.	2,500
33	110 4033 Tax Collect Fees - Atty	1,100
<b>Sub-Total Tax Revenue</b>		<b>213,813</b>

**Revenue from Transfers - in**

33	900 4704 Proceeds from Loan	-
33	900 6160 Transfers In Water Fund	10,092
33	900 6161 Transfers In Sewer Fund	10,092
<b>Sub-Total Transfers</b>		<b>20,184</b>
		<b>233,997</b>

**Expenditures**

**2002 CO Bonds -**

		Adopted FY 2017-18
33	802 5027 Rusk Co. Tax Collection Fees	2,000
33	802 5028 Smith Co. Tax Collection Fees	150
33	802 5040 Atty. Tax Collection Fees	2,000
33	802 5100 2002 CO Bonds- Principal	160,000
33	802 5110 2002 CO Bonds- Interest	38,160
33	802 5111 Paying Agent Fees	750
<b>Sub-Total</b>		<b>203,060</b>

**2003 GO and Refunding Bonds**

33	803 5040 Tax Collection Fees (Atty)	-
33	803 5041 Paying Agent Fees	-
33	803 5100 2003 CO Bonds- Principal	-
33	803 5110 2003 CO Bonds- Interest	-
33	803 5111 Paying Agent Fees	-
<b>Sub-Total</b>		<b>-</b>

**2003 CO \$400,000**

33	817 5102 CO Series 2003- Principal	25,000
33	817 5110 CO Series 2003- Interest	2,237
<b>Sub-Total</b>		<b>27,237</b>

**Total Bond Debt Service 230,297**



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**Debt Service (I&S) Funds**

**34 Notes and Loans**

**Revenue**

			Adopted FY 2017-18
34	120	4011 Interest Income	50
34	120	4022 Loan Proceeds	100,000
34	900	6160 Transfers In Water	67,021
34	900	6161 Transfers In Sewer	67,021
34	900	6210 Transfers In General Fund	13,165
<b>Total</b>			<b>247,257</b>

**Expenditures**

34	120	5451 EMS Building Loan	11,165
34	120	5458 Unsecured Loan (Equipt)	32,512
34	120	5459 Unsecured Loan (Ref Debt)	79,280
34	120	5459 Unsec. Loan (Util. repairs)	26,000
34	120	5460 Unsec. Loan (CDBG-CF)	102,000
<b>Sub-Total</b>			<b>250,957</b>

**Total Debt Service (I&S) Funds**

		Adopted FY 2017-18
<b>Revenue</b>		<b>481,254</b>
<b>Expenditures</b>		<b>481,254</b>

**Special Revenue Funds**  
**14 Court Technology Fund**

			Adopted FY 2017-18
Rev	14	203 4105 Technology Fees	2,200
	14	203 4106 OMNI Fees	100
<b>Total Revenue</b>			<b>2,300</b>

Exp	14	203 5101 Computer - Hardware	2,300
	14	203 5106 OMNI Services	-
<b>Total Expenditures</b>			<b>2,300</b>

**24 Court Security Fund**

Rev	24	204 4100 Security Fee	2,500
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Exp	24	204 5000 Salaries- Bailiff	2,000
	24	204 5061 Equipment Maint.	500
<b>Total Expenditures</b>			<b>2,500</b>

**26 Dedicated Court Rev. Security Fund**

Rev	26	205 4102 Court Efficiency	2,400
<b>Total</b>			<b>2,400</b>

Exp	26	205 5036 Materials and supplies	1,200
	26	205 5013 Court Personnel Training	1,200
<b>Total Expenditures</b>			<b>2,400</b>

**27 Police Seizure Fund**

			Adopted FY 2017-18
Rev	27	311 4104 Police Seizure	1,000
Exp	27	311 5036 Materials and supplies	1,000

**28 Police Donations - Fund Raisers**

Rev	28	312 4010 Donations	9,000
	28	312 4150 Police Dept. Calendar	1,000
<b>Total Revenue</b>			<b>10,000</b>

Exp	28	312 5038 Protective Gear	5,000
	28	312 5151 National Nite Out	600
	28	312 5152 Calendar Expenses	150
	28	312 5906 T Shirts	350
<b>Total Expenditures</b>			<b>6,100</b>

**Total Special Revenue Funds**

<b>Revenue</b>	<b>18,200</b>
<b>Expenditures</b>	<b>14,300</b>
<b>Difference</b>	<b>3,900</b>

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**CAPITAL PROJECTS FUNDS**

**Street Improvements**

**Adopted FY 2017-18**

51 Rusk Co. Assistance Program

51 701 **Revenue**

51 701 6160 Transfer -In from Water/Sewer	50,000
<b>Sub total</b>	<b>50,000</b>

51 701 **Expenditures**

51 701 5501 Crews Street	10,000
51 701 5502 Sweet Gum	5,000
51 701 5503 North Street	10,000
51 701 5504 East Henderson	25,000
<b>Subtotal</b>	<b>50,000</b>

**CDBG Grant**

**Street Improvements**

**Adopted FY 2017-18**

**Revenue**

51 701 61XX OMDD Grant	50,000
51 701 61XX CDBG Grant	275,000
<b>Sub total</b>	<b>325,000</b>

**Expenditures**

51 701 5501 Program Administration	33,600
51 701 55XX Engineering Services	37,000
51 701 55XX Utility Improvements	10,500
51 701 55XX Street Improvements	243,900
<b>Subtotal</b>	<b>325,000</b>

52 Cemetery Fund Improvements

**Adopted FY 2017-18**

**Revenue**

52 703 4402 OMDD Grant - Cemetery	-
52 703 6160 Trnsfr -In from Cemetery	-
<b>Subtotal</b>	<b>-</b>

**Expenditures**

52 703 5551 Retension Wall	-
52 703 5552 Curb on Hwy 850	-
52 703 5553 Fencing	-
<b>Subtotal</b>	<b>-</b>

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54 Water System CIP

**Revenue**

**Adopted FY 2017-18**

54 851 4704 Proceeds from Loan	160,000
54 851 6160 Transfer In - Water Fund	-
<b>Total Revenue Water CIP</b>	<b>160,000</b>

**Expenditures**

851 5871 Renovate Well # 7 Ground Storage Tank	91,895
54 851 5872 Renovate Well # 5 Ground Storage Tank	64,500
54 851 5873 Chlorination System Well 5 & 7	-
<b>Total Expenditures Water CIP</b>	<b>156,395</b>

55 Sewer Fund Capital Improvements

**Revenue**

**Adopted FY 2017-18**

57 856 6161 Transfer In Sewer Fund	18,800
<b>Total Revenue Sewer CIP</b>	<b>18,800</b>

**Expenditures**

57 856 5874 Chlorination System WWTP	-
57 856 58XX Install Dewatering Tank	18,800
<b>Total Expenditures Sewer CIP</b>	<b>18,800</b>

59 Capital Acquisition Vehicles and Eqiupt.

**Revenue**

**Adopted FY 2017-18**

59 901 6210 Transfer In - from Gen Fund	20,000
59 901 4601 McMillan Foundation Grant	15,000
59 901 6160 Transfers In Water Utility	-
59 901 6161 Transfers In Sewer Utility	16,000
<b>Subtotal</b>	<b>51,000</b>

**Expenditures**

59 855 5850 Purchase Pick-up W/S	-
59 855 5852 Purchase Police Unit	35,000
59 855 58XX 0 turn Riding Mowers (2)	16,000
<b>Subtotal</b>	<b>51,000</b>

**ATTACHMENT C**

City of Overton, Texas

Ordinance No. 2017-09-14C  
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**ORDINANCE NO 2017-09-14C**

**AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF OVERTON FOR THE 2017-2018 FISCAL YEAR; AND PROVIDING FOR AN INTEREST AND SINKING FUND FOR THE 2017 TAX YEAR; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

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

**Section 1.** That there is hereby levied upon all property, real, personal and mixed, within the corporate limits of the City of Overton, Texas subject to taxation, a tax of \$0.410000 on each One Hundred Dollars (\$100) valuation and that said tax shall be collected for **maintenance and operation** of the municipal government for the 2017-18 Fiscal Year.

**Section 2.** That there is hereby levied and there shall be collected for the City of Overton, Texas to provide for Interest and Sinking Funds for the 2017-18 Fiscal Year upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.258000 on each One Hundred Dollars (\$100) valuation on said property.

**Section 3.** Calculation of total tax:

- 1. Maintenance and operations of the general government (General Fund), \$0.410000
- 2. Interest and Sinking fund (Debt Rate) \$0.258000
- Total Tax per \$100 of valuation \$0.668000**

**Section 4.** THIS TAX RATE WILL RAISE MORE TAXES THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.24% PERCENT AND WILL RAISE TAXES ON A HOME ASSESSED AT \$73,133 BY APPROXIMATELY \$14.63.

**Section 5.** That taxes levied under this Ordinance shall be due October 1, 2017, and if not paid on or before January 31, 2018 shall immediately become delinquent.

**Section 6.** That if any provision or any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

**Section 7.** All taxes shall become a lien upon the property against which assessed, and the tax assessor and collector for the City of Overton is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and Ordinances of the City of Overton shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be appropriated to the General Fund of the City of Overton. All delinquent taxes shall bear interest from date of delinquency at the rate prescribed by state law.

City of Overton, Texas

Ordinance No. 2017-09-14C  
Page 2 of 2

**Section 8.** That this Ordinance shall take effect and be in force from October 1, 2017.

FIRST READING PRESENTED ON THE 31<sup>ST</sup> DAY OF AUGUST, 2017.

SECOND READING PRESENTED ON THE 7<sup>TH</sup> DAY OF SEPTEMBER, 2017.

DULY PASSED AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14<sup>TH</sup> DAY OF SEPTEMBER, 2017 BY A RECORD VOTE OF 5 AYES 0 NAYS AND 0 ABSTENSIONS AS RECORDED BELOW.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAINED
Mayor Pro Tem Philip Cox, Place # 1	X			
Councilman John Posey, Place # 2	X			
Councilman Jerry Clark, Place #3	X			
Councilman Lawrence Davis, Place #4	X			
Councilman Michael Paul Williams, Place # 5	X			

**PRESENT AND NOT VOTING:** Mayor C.R. Evans Jr.



CITY OF OVERTON, TEXAS

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

ATTEST:

*Rachel Gafford*  
Rachel Gafford, City Secretary

APPROVED AS TO FORM AND LEGALITY:

*Blake Thompson*  
Blake Thompson, City Attorney



**ATTACHMENT D**

City of Overton, Texas

Ordinance No. 2017-09-14D  
Page 1 of 2

**ORDINANCE NO 2017-09-14D**

**AN ORDINANCE LEVYING AD VALOREM TAXES FOR THE MAINTENANCE AND OPERATION OF THE CITY OF OVERTON MUNICIPAL CEMETERY FOR THE 2017-2018 FISCAL YEAR; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

WHEREAS, the City of Overton, Texas assumed trusteeship of the Overton Municipal Cemetery by adoption of RESOLUTION 2015-08-20C on August 20, 2015; and

WHEREAS, §713.006 of the Texas Health and Safety Code permits a municipality that has assumed trusteeship of a cemetery located within its municipal limits, to impose a tax on all property in the municipality in an amount not exceeding five cents for each \$100 valuation of the property, for maintenance of the cemetery; and

WHEREAS, the City Council wishes to exercise this taxing authority for the 2017-18 fiscal year.

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

Section 1. That there is hereby levied upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of \$ 0.050000 on each One Hundred Dollars (\$100) valuation of property and that said tax shall be collected for **maintenance and operation** of the City of Overton Municipal Cemetery for the 2017-18 Fiscal Year.

Section 2. That taxes levied under this Ordinance shall be due October 1, 2017, and if not paid on or before January 31, 2018 shall immediately become delinquent.

Section 3. All taxes shall become a lien upon the property against which assessed, and the tax assessor and collector for the City of Overton is hereby authorized and empowered to enforce the collection of such taxes according to the Constitution and laws of the State of Texas and Ordinances of the City of Overton shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the interest and penalty collected from such delinquent taxes shall be appropriated to the Cemetery Fund of the City of Overton. All delinquent taxes shall bear interest from date of delinquency at the rate prescribed by state law.

Section 4. That if any provision or any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

City of Overton, Texas

Ordinance No. 2017-09-14D  
Page 2 of 2

Section 5. That this Ordinance shall take effect and be in force from October 1, 2017.

FIRST READING PRESENTED THE 31<sup>ST</sup> DAY OF AUGUST, 2017

SECOND READING PRESENTED THE 7<sup>TH</sup> DAY OF SEPTEMBER, 2017

DULY PASSED AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS

THE 14<sup>TH</sup> DAY OF SEPTEMBER, 2017 BY A RECORD VOTE OF 5

AYES 0 NAYS AND 0 ABSTENSIONS AS SHOWN BELOW.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAINED
Mayor Pro Tem Philip Cox, Place # 1	X			
Councilman John Posey, Place # 2	X			
Councilman Jerry Clark, Place #3	X			
Councilman Lawrence Davis, Place #4	X			
Councilman Michael Paul Williams, Place # 5	X			

PRESENT AND NOT VOTING: Mayor C.R. Evans Jr.

CITY OF OVERTON, TEXAS



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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

*Rachel Gafford*  
Rachel Gafford, City Secretary

*Blake Thompson*  
Blake Thompson, City Attorney

ATTACHMENT E

City of Overton, Texas

Resolution No. 2017-09-14A  
Page 1 of 5

City of Overton, Texas

Resolution No. 2017-09-14A  
Page 2 of 5

RESOLUTION 2017-09-14A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS, AMENDING AND ADOPTING THE INVESTMENT POLICY OF THE CITY OF OVERTON HERETOFORE ADOPTED BY RESOLUTION NO. 2016-09-15A.

WHEREAS, the Public Funds Investment Act, as amended, requires the City to adopt an investment policy by rule, order, ordinance or resolution, and to review such policy not less than annually; and

WHEREAS, the Public Funds Investment Act, as amended, requires the Investment Officer of the City to attend investment training; and

WHEREAS, the City of Overton approves of the investment training courses sponsored by the Texas Municipal League and other independent sources; and

WHEREAS, the Investment Officer of the City will attend investment training courses as required by the Public Funds Investment Act; and

WHEREAS, the attached investment policy complies with the Public Funds Investment Act, as amended and authorizes the investment of City funds in safe and prudent investments.

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

SECTION 1. That the City of Overton has complied with the requirements of the Public Funds Investment Act, and the Investment Policy, as amended, attached hereto as Exhibit "A" is hereby adopted as the Investment Policy of the City of Overton, effective October 1, 2017.

SECTION 2. That the following individual is hereby designated as the Investment Officer for the City of Overton: Wendy Bates, City Comptroller.

SECTION 3. After its passage and accordingly so resolved this resolution shall take effect on October 1, 2017.

DULY PASSED AND APPROVED by the City Council of the City of Overton, Texas ON THE 14<sup>th</sup> DAY OF SEPTEMBER, 2017.



CITY OF OVERTON

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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Rachel Gafford  
Rachel Gafford, CITY SECRETARY

Blake Thompson  
Blake Thompson, CITY ATTORNEY

ATTACHMENT A

CITY OF OVERTON, TEXAS  
PUBLIC FUNDS INVESTMENT POLICY  
(Revised) (October 1, 2017)

I. POLICY AND STRATEGY

It is the policy and strategy of the City of Overton "the City" to invest public funds in a manner which will provide the greatest return with maximum security, which while meeting the daily cash flow demands of the City and conforming to the Public Funds Investment Act (the Act), Texas Government Code.

II. SCOPE

This investment policy applies to all financial assets of the City of Overton (including those presently existing, or any funds to be created in the future held in custody by the City of Overton), unless expressly prohibited by law or in contravention of any depository contract between the City and any depository bank. All funds may be pooled for investment purposes and shall not be limited to the following funds:

- General Funds
- Utility (Revenue) Funds
- Economic Development Funds
- Reserve Funds
- Special Revenue Funds
- Capital Project Funds
- Utility Interest and Sinking Fund
- Grant Funds
- Custodial Funds
- Cemetery Funds
- Development District Funds

III. OBJECTIVES

The primary objective of the City investment activities shall be: Safety, Liquidity, Yield, and Public Trust. It is the policy of the City to invest public funds in a manner that is consistent with state and federal law and which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City. The safety of the principal invested shall always remain the primary objective. All investments shall be designed and managed in a manner responsive to the public trust.

Safety

Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

**Liquidity**

Investments will be structured to enable the City to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

**Yield**

It shall be the design of this policy to earn the greatest return on investments with safety as the primary and liquidity being the secondary objectives of the portfolio structure. The maximum allowable stated maturity of any individual investment owned by the City shall not exceed one year unless approved by the City Council.

**Public Trust**

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. The City of Overton investment portfolio shall be open public records and shall be made readily available upon request by the Mayor and City Council.

**IV. RESPONSIBILITY AND CONTROL****Delegation of Authority and Training**

The City Comptroller is designated as the Investment Officer and is responsible for all investment activities. The Investment Officer of the City, as required by law, must attend a training session once every two years and receive 10 hours of training and such training shall be funded by the City.

**Internal Controls**

The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The Investment Officer shall annually provide for the independent review by an external auditor to assure compliance with policies and procedures. The Investment Officer shall refrain from personal business activity that could conflict with proper execution of the City's investment program.

**Prudence**

The standard of investments applied by the Investment Officer shall be the "prudent investor" rule, which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that the appropriate action is taken to control adverse development.

**Disclosure**

Investment Officer shall disclose to the City Council, any and all personal or business relationships with any financial institution, broker, other agent or company involved in any manner with the investments of the City.

**V. INVESTMENTS**

The Investment Officer shall invest the City of Overton's funds with any of the following institutions or groups consistent with federal, state law, and City Code provisions:

1. Depository bank(s) of the City;
2. Other state, savings and loan, or national banks domiciled in Texas with offices in Overton, that are insured by FDIC;
3. Investment pools with a rating of AAA or AAAM;
4. Treasury Securities issued by the Federal government.

The City of Overton is empowered by statute to invest in certificates of deposit issued by a state or national bank domiciled in this state or a savings and loan association and is secured by obligations guaranteed or insured by the Federal Deposit Insurance Corporation or its successor.

**INVESTMENT COLLATERAL AND SAFEKEEPING****Insurance or collateral**

Depositors holding deposits and investments of the City funds that are secured by pledged collateral shall anticipate market changes. The level of security and collateralization will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC.

Evidence of the pledged collateral shall be maintained by the City Investment Officer. Collateral shall be reviewed to assure that the market value of the pledged securities is adequate.

**Authorized Investment Collateral**

The City of Overton will accept only the following collateral and securities:

1. FDIC insurance coverage
2. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest of the United States;
3. Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas; and
4. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investing rating no less than "A" or its equivalent) by a nationally recognized rating agency.

**Subject to audit**

All collateral shall be subject to inspection and audit by the City Comptroller or the City's independent auditors on a reasonable business basis.

City of Overton, Texas

Resolution No. 2017-09-14A  
Page 5 of 5**Delivery vs. Payment**

Treasury bills, notes, bonds and government agency securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the custodian. The security shall be held in the name of the City. The custodian's records shall assure the notation of the City's ownership of or explicit claim on pledged securities. The original copy of all safekeeping receipts shall be delivered to the City. Market value of all securities shall be determined by a reliable outside source.

**Limit of Maturity**

Custodial / grant funds may not be invested in any instrument with a maturity of more than 90 days. The weighted average maturity (WAM) for such funds shall be no more than 90 days at any time.

Operating funds (those designed as annually determined by budget allocation) or undesignated funds balances of such funds may not be invested in any instrument with a maturity longer than the current budget cycle. The WAM for such funds shall be no more than the number of days remaining in the current budget cycle at the time of quarterly reporting.

Funds other than operating funds and custodial / grant funds may not be invested in any instrument with a maturity of more than 36 months. The WAM for such funds shall not be more than 36 months at any time.

**VI. AUDIT REQUIRED**

The Investment Officer shall assure that an annual audit is performed to confirm compliance with the Texas Public Funds Investment Act and with this Investment Policy. Such audit shall include a full review of all quarterly reporting, if any investments are made in forms other than investment pools, interest bearing accounts, treasury bills or CDs.

**VII. INVESTMENT REPORTING AND PERFORMANCE EVALUATION**

If funds are deposited or invested in any type of account other than a checking account, even if it is an interest-bearing account, then at least quarterly, the Investment Officer shall prepare and submit to the members of the City Council, a written report showing the cash and investment positions of all City Funds. The report will:

1. Identify the Fund to which the cash or investment belongs;
2. Identify the source location of the invested funds;
3. Identify any restrictions as to the use of the funds;
4. Identify the rate of return being earned on the investment; and
5. Contain a statement that the investments comply with the adopted policy of the City and the relevant provisions of the Public Funds Investment Act of 1987, as amended.

**VIII. INVESTMENT POLICY ADOPTION**

The City of Overton Investment Policy shall be annually adopted by the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be noted in the approval resolution to the City Council.



### ATTACHMENT F

City of Overton, TX

Resolution No. 2017-09-14B  
Page 1 of 5

#### RESOLUTION NO: 2017-09-14B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE OVERTON ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF OVERTON FOR ADMINISTRATIVE SERVICES FOR THE FISCAL YEAR OF YEAR OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

WHEREAS, this agreement shall be effective as of the 1<sup>st</sup> day of October, 2017, between the Overton Economic Development Corporation (hereinafter "OEDC") and the City of Overton, Texas (hereinafter "the City).

WHEREAS, the Mayor and City Council of Overton are charged with oversight of the OEDC and required by law to ensure that OEDC sales tax revenues are appropriately and properly accounted for; and

WHEREAS, the OEDC as currently constituted does not employ full-time staff to manage all of the administrative duties that are required from time to time; and to provide financial services on a continuing basis as well as contracting legal and professional accounting services when needed; and

WHEREAS, the City has staff available to provide these functions on an as needed basis; and certain administrative functions under the terms and conditions outlined hereinafter; and

WHEREAS, the Board of the OEDC wants City Staff to assist in complying with the requirements of State law.

NOW, THEREFORE, the City Council of the City of Overton hereby authorizes the Mayor to sign on behalf of the City and agree to the terms as outlined in the Administrative Services Agreement (Attachment A).

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



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

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

*Rachel Gafford*  
Rachel Gafford, CITY SECRETARY

*Blake Thompson*  
Blake Thompson, CITY ATTORNEY

City of Overton, Texas

Resolution No. 2017-09-14B  
Page 2 of 5

#### ATTACHMENT A ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE OVERTON ECONOMIC DEVELOPMENT CORP. AND THE CITY OF OVERTON, TEXAS

STATE OF TEXAS §  
COUNTIES OF §  
RUSK & SMITH §

THIS AGREEMENT is effective as of the 1<sup>st</sup> day of October, 2017, between the Overton Economic Development Corporation (hereinafter "OEDC") and the City of Overton, Texas (hereinafter "the City).

#### WITNESSETH:

WHEREAS, the OEDC Board, recognizing the need for continued development of the economic base of the community is a municipal purpose, wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the community; and

WHEREAS, the Mayor and City Council of Overton are charged with oversight of the OEDC and required by law to ensure that OEDC sales tax revenues are appropriately and properly accounted for; and

WHEREAS, the OEDC as currently constituted does not employ full-time staff to manage all of the administrative duties that are required from time to time; and to provide financial services on a continuing basis as well as contracting legal and professional accounting services when needed; and

WHEREAS, the City has staff available to provide these functions on an as needed basis; and certain administrative functions under the terms and conditions outlined hereinafter;

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereto, as well as to the public good of all the citizens of Overton, the parties have agreed and do hereby agree as follows;

#### 1. THE CITY WILL:

- (a) Provide qualified and competent staff for administrative support activities for the OEDC Board providing management and administrative services necessary for the Board to function. Duties performed by the Executive Secretary are covered under and defined in the By-Laws of the OEDC.
- (b) Be responsible for the management of administrative support functions including but not limited to, finance, accounting, project management, preparation of required annual reports including an Annual Budget & Economic Development Plan,



City of Overton, Texas

Resolution No. 2017-09-14B  
Page 3 of 5

contracting legal and annual audit services, all carried out under the terms of this Agreement.

- (c) To the extent allowed by law, indemnify the OEDC and hold it harmless from any and all claims, suits, demands and causes of action resulting from the acts or failure to act on any agent, servant or employee of the City, or any other person pursuant to this Agreement. Provide the Board Members with ERRORS and OMISSIONS LIABILITY COVERAGE with limits of liability in the amount of \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.
- (d) Provide a monthly report within thirty (30) days of the ending of each month showing the activity of the OEDC hereunder and specifically listing the expenditure of the funds provided hereunder, showing the vendor's name; the item or service purchased; a short explanation; and the dollar amount.
- (e) Make its books and financial records concerning the funds expended under this Agreement available to the OEDC for inspection and review and audit. The City will, as a part of its financial services to the OEDC, provide an annual report and accounting of all expenditures of the OEDC.

2. **THE OEDC WILL:**

Compensate the CITY for services rendered pursuant this Agreement in the sum of one thousand (\$1,000.00) per month, for the term of this Agreement payable in twelve (12) monthly installments, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this Agreement. Payments shall be conditioned upon the OEDC's timely receipt of these reports of the CITY set forth in items D and E above.

3. **OEDC AND CITY JOINTLY AGREE:**

- (a) That all persons working for the CITY under this Agreement shall be employees of the City, subject to its exclusive management control, and shall in no way be considered employees of the OEDC; and that any liability which might arise under the Worker's Compensation Law of the State of Texas due to any injury of any employee of the City shall be the sole liability of the City.
- (b) That this contract is not assignable.
- (c) That this Agreement shall continue in force and the payments hereunder shall continue until September 30, 2018. The Agreement may be terminated by either party with thirty (30) days written notice.

City of Overton, Texas

Resolution No. 2017-09-14B  
Page 4 of 5

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF October, 2017.

OVERTON ECONOMIC DEVELOPMENT CORPORATION,  
A NONPROFIT CORPORATION

\_\_\_\_\_  
Phillip Cox, President of the Board

ATTEST:

\_\_\_\_\_  
Wendy Bates, City Comptroller

THE STATE OF TEXAS            §  
COUNTY OF RUSK               §

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2017, by \_\_\_\_\_ Phillip Cox, President of the Board, authorized representative for the Overton Economic Development Corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Rachel F. Gafford  
Printed Name  
My Commission Expires: 05/16/2021

THE STATE OF TEXAS            §  
COUNTY OF RUSK               §

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2017, by \_\_\_\_\_ Wendy Bates, City Comptroller, authorized representative for the Overton Economic Development Corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
Rachel F. Gafford  
Printed Name  
My Commission Expires: 05/16/2021

City of Overton, Texas

Resolution No. 2017-09-14B  
Page 5 of 5

WITNESS OUR HANDS THIS \_\_\_\_ DAY OF October, 2017

THE CITY OF OVERON, TEXAS;  
MUNICIPAL CORPORATION

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

ATTEST:

\_\_\_\_\_  
Charles Cunningham, City Manager

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2017 by  
C.R. Evans Jr., Mayor, authorized representative for the City of Overton.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

Rachel E. Gafford

*Printed Name*

My Commission Expires: 05/16/2021

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2017 by  
Charles Cunningham, City Manager, authorized representative for the City of Overton.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

Rachel E. Gafford

*Printed Name*

My Commission Expires: 05/16/2021

# ATTACHMENT G

City of Overton, Texas

Resolution No. 2017-09-14C  
Page 1 of 5

## RESOLUTION NO: 2017-09-14C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE OVERTON MUNICIPAL DEVELOPMENT DISTRICT AND THE CITY OF OVERTON FOR ADMINISTRATIVE SERVICES FOR THE FISCAL YEAR OF YEAR OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

WHEREAS, this agreement shall be effective as of the 1<sup>st</sup> day of October, 2017, between the OVERTON MUNICIPAL DEVELOPMENT DISTRICT (hereinafter "OMDD") and the City of Overton, Texas (hereinafter "the City).

WHEREAS, the Mayor and City Council of Overton are charged with oversight of the OMDD and required by law to ensure that OMDD sales tax revenues are appropriately and properly accounted for; and

WHEREAS, the OMDD as currently constituted does not employ full-time staff to manage all of the administrative duties that are required from time to time; and to provide financial services on a continuing basis as well as contracting legal and professional accounting services when needed; and

WHEREAS, the City has staff available to provide these functions on an as needed basis; and certain administrative functions under the terms and conditions outlined hereinafter; and

WHEREAS, the Board of the OMDD wants City Staff to assist in complying with the requirements of State law.

NOW, THEREFORE, the City Council of the City of Overton hereby authorizes the Mayor to sign on behalf of the City and agree to the terms as outlined in the Administrative Services Agreement (Attachment A).

DULY PASSED AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14<sup>th</sup> DAY OF SEPTEMBER, 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 Gafford*  
Rachel Gafford, CITY SECRETARY

City of Overton, Texas

Resolution No. 2017-09-14C  
Page 2 of 5

## ATTACHMENT A ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE OVERTON MUNICIPAL DEVELOPMENT DISTRICT AND THE CITY OF OVERTON, TEXAS

STATE OF TEXAS §

COUNTY OF RUSK §

THIS AGREEMENT is effective as of the 1<sup>st</sup> day of October, 2017, between the OVERTON MUNICIPAL DEVELOPMENT DISTRICT (hereinafter "OMDD") and the City of Overton, Texas (hereinafter "the City).

### WITNESSETH:

WHEREAS, the OMDD Board, recognizing the need for continued development of the economic base of the community is a municipal purpose, wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the community; and

WHEREAS, the Mayor and City Council of Overton are charged with oversight of the OMDD and required by law to ensure that OMDD sales tax revenues are appropriately and properly accounted for; and

WHEREAS, the OMDD as currently constituted does not employ full-time staff to manage all of the administrative duties that are required from time to time; and to provide financial services on a continuing basis as well as contracting legal and professional accounting services when needed; and

WHEREAS, the City has staff available to provide these functions on an as needed basis; and certain administrative functions under the terms and conditions outlined hereinafter;

WHEREAS, the parties agree that these goals can best be accomplished through contracting certain administrative functions under the terms and conditions outlined hereinafter.

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereto, as well as to the public good of all the citizens of Overton, the parties have agreed and do hereby agree as follows;

### 1. THE CITY WILL:

- (a) Provide qualified and competent staff for administrative support activities for the OMDD Board providing management and administrative services necessary for the Board to function. Duties performed by the Executive Secretary are covered under and defined in the By-Laws of the OMDD.
- (b) Be responsible for the management of administrative support functions including but not limited to, finance, accounting, project management, preparation of required

City of Overton, Texas

Resolution No. 2017-09-14C  
Page 3 of 5

annual reports including an annual budget and strategic plan, contracting legal and annual audit services, all carried out under the terms of this agreement. The City Manager or the Manager's designate shall be responsible for the routine operations of economic development activities and the general supervision and management of the business affairs under this Agreement.

- (c) To the extent allowed by law, indemnify the OMDD and hold it harmless from any and all claims, suits, demands and causes of action resulting from the acts or failure to act on any agent, servant or employee of the City, or any other person pursuant to this Agreement. Provide the Board Members with ERRORS and OMISSIONS LIABILITY COVERAGE with limits of liability in the amount of \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate.
- (d) Provide a monthly report within thirty (30) days of the ending of each month showing the activity of the OMDD hereunder and specifically listing the expenditure of the funds provided hereunder, showing the vendor's name; the item or service purchased; a short explanation; and the dollar amount.
- (e) Make its books and financial records concerning the funds expended under this Agreement available to the OMDD for inspection and review and audit. The City will, as a part of its financial services to the OMDD, provide an annual report and accounting of all expenditures of the OMDD.

**2. THE OMDD WILL:**

Compensate the CITY for services rendered pursuant this Agreement in the sum of one thousand (\$1,000.00) per month, for the term of this Agreement payable in twelve (12) monthly installments, such funds to be expended only under the terms, conditions and restrictions and for the purposes specifically set forth in this Agreement. Payments shall be conditioned upon the OMDD's timely receipt of these reports of the CITY set forth in items D and E above.

**3. OMDD AND CITY JOINTLY AGREE:**

- (a) That all persons working for the CITY under this Agreement shall be employees of the City, subject to its exclusive management control, and shall in no way be considered employees of the OMDD; and that any liability which might arise under the Worker's Compensation Law of the State of Texas due to any injury of any employee of the City shall be the sole liability of the City.
- (b) That this contract is not assignable.
- (c) That this Agreement shall continue in force and the payments hereunder shall continue until September 30, 2018. The Agreement may be terminated by either party with thirty (30) days written notice.

City of Overton, Texas

Resolution No. 2017-09-14C  
Page 4 of 5

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF October, 2017.

OVERTON MUNICIPAL DEVELOPMENT DISTRICT;  
A NONPROFIT CORPORATION

\_\_\_\_\_  
\_\_\_\_\_, President of the Board  
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Vice President / Secretary

THE STATE OF TEXAS §  
COUNTY OF RUSK §

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2017, by \_\_\_\_\_  
\_\_\_\_\_, President of the Board, authorized representative for the Overton Municipal Development District.

NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
*Rachael E. Gafford*  
*Printed Name*  
My Commission Expires: 05/16/2021

THE STATE OF TEXAS §  
COUNTY OF RUSK §

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2017, by \_\_\_\_\_  
\_\_\_\_\_, Vice President / Secretary, authorized representative for the Overton Municipal Development District.

NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
*Rachael E. Gafford*  
*Printed Name*  
My Commission Expires: 05/16/2021



City of Overton, Texas

Resolution No. 2017-09-14C  
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WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF October, 2017

THE CITY OF OVERON, TEXAS;  
MUNICIPAL CORPORATION

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

ATTEST:

\_\_\_\_\_  
Charles Cunningham, City Manager

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2017 by \_\_\_\_\_, Mayor, authorized representative for the City of Overton.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
**Rachel F. Gafford**

*Printed Name*

My Commission Expires: 05/16/2021

THE STATE OF TEXAS §

COUNTY OF RUSK §

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2017 by \_\_\_\_\_, City Manager, authorized representative for the City of Overton.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
**Rachel F. Gafford**

*Printed Name*

My Commission Expires: 05/16/2021

ATTACHMENT H

City of Overton, Texas

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City of Overton, Texas

Resolution No. 2017-09-14D  
Page 2 of 14

RESOLUTION NO: 2017-09-14D

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN TRAYLOR & ASSOCIATES, INC. AND THE CITY OF OVERTON FOR MANAGEMENT SERVICES (ATTACHMENT A) FOR THE 2017 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City of Overton (hereinafter shall be referred to as "City") desires to implement the following: street and water improvements under the general direction of the Texas Community Development Block Grant (hereinafter referred to as the "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and

WHEREAS, Traylor & Associates, Inc. (hereinafter referred to as the "Contractor") and the City; and

WHEREAS, the City desires to engage the Contractor to render certain professional services in connection with this TXCDBG Project, Contract Number *PENDING*.

NOW, THEREFORE, the City Council of the City of Overton hereby authorizes the Mayor to sign on behalf of the City and agree to the terms as outlined in the Administrative Services Agreement (Attachment A).

PRESENTED AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14<sup>th</sup> DAY OF SEPTEMBER, 2017.



CITY OF OVERTON

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

ATTEST:

*Rachel Gafford*  
Rachel Gafford, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

*Blake Thompson*  
Blake Thompson, CITY ATTORNEY

ATTACHMENT A

CONTRACT FOR MANAGEMENT SERVICES

PART I  
AGREEMENT

THIS AGREEMENT, entered into this 14 day of September, 2017 by and between the CITY OF OVERTON, hereinafter called the "City", acting herein by C. R. Evans, Mayor hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor", acting herein by Gary R. Traylor, President.

City: City of Overton  
P.O. Drawer D  
Overton, Texas 75684

Contractor: Traylor & Associates, Inc.  
P. O. Box 7035  
Tyler, Texas 75711

Project: Street and Water Improvements - *Contract Pending*  
2017 Texas Community Development Block Grant Program (1xCDBG)  
Texas Department of Agriculture (TDA)

WITNESSETH THAT:

WHEREAS, the City of Overton desires to implement the following: street and water improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the City desires to engage Traylor & Associates, Inc. to render certain professional administrative services in connection with this TxCDBG Project, Contract Number *PENDING*.

NOW THEREFORE, the parties do mutually agree as follows:

- Scope of Services - The Contractor will perform the services set out in Part II, Scope of Services.
- Time of Performance - The services of The Contractor shall commence on the day following the execution of this contract. In any event, all of the services requiree and performed hereunder shall be completed no later than the time stipulated in the written contract between the City and TDA.
- Local Program Liaison - For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and

City of Overton, Texas

Resolution No. 2017-09-14D  
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the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.

- 5. **Retention of Records** - The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- 6. **Compensation and Method of Payment** - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Thirty-three Six Hundred and No/100 Dollars (\$33,600.00). Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
- 7. **Indemnification** - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
- 8. **Miscellaneous Provisions**
  - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Rusk County and Smith County, Texas.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
- 9. **Extent of Agreement**  
This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

City of Overton, Texas

Resolution No. 2017-09-14D  
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IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:   
Local City Official

C. R. Evans, Mayor  
Printed Name

Mayor  
Title

BY:   
Contractor's Authorized Representative

Gary R. Traylor  
Printed Name

President  
Title

City of Overton, Texas

Resolution No. 2017-09-14D  
Page 5 of 14**PART II  
SCOPE OF SERVICES**

The Contractor shall provide the following scope of services:

**A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property:
  - Submit required reports concerning acquisition activities to TDA;
  - Establish a separate acquisition file for each parcel of real property acquired;
  - Determine necessary method(s) for acquiring real property;
  - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
  - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

**B. Financial Management**

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

City of Overton, Texas

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Page 6 of 14**C. Environmental Review**

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

**D. Acquisition**

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

**E. Construction Management**

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
  - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.



17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

**F. Fair Housing / Equal Opportunity**

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

**G. Relocation**

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

**H. Rehabilitation of Private Property**

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

**I. Audit / Close-out Procedures**

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with TxDBG audit guidelines.

**PART III  
PAYMENT SCHEDULE**

**Grant Funds**

City shall reimburse the Contractor for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

- |   |             |
|---|-------------|
| 1. Submittal of all Start-up and Civil Rights Documentation .....       | 25%         |
| 2. Environmental Review / Receipt of Authority to Use Grant Funds ..... | 25%         |
| 3. Submittal of all Construction Documentation .....                    | 20%         |
| 4. 50% Completion of Construction .....                                 | 20%         |
| 5. Preparation and Submission of Close-out Documentation .....          | 10%         |
|   | <b>100%</b> |

**FEE SCHEDULE**

Item Number	Percentage	Amount
1	25%	\$ 900
2	25%	\$ 900
3	20%	\$ 720
4	20%	\$ 720
5	10%	\$ 360
<b>TOTAL</b>	<b>100%</b>	<b>\$ 3,600</b>

**City Matching Funds**

For and in consideration of the services to be rendered by the Contractor, the City shall pay, and the Contractor shall receive the compensation hereinafter set forth.

Should City fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is past due for more than thirty days, Contractor shall notify City of a delinquent payment and provide City an opportunity to cure the late payment. It is agreed that late payments not cured within 30 days after Contractor's notification shall be accruing interest thereon at the rate of 1.5 percent per month from the date of Contractor's delinquent payment notification to City, until fully paid. The amount so paid shall fully liquidate any injury to the Contractor arising from such delay in payment; however, the right is expressly reserved to the Contractor, in the event delinquent payments are not made as provided herein, at any time after the expiration of the thirty-day period following Contractor's delinquent payment notification to City, outlined in this section, to treat the Agreement as terminated by the City and recover compensation as provided by Section VII of the Agreement.

Compensation for the services described above shall be Thirty Thousand and No/100 Dollars (\$30,000.00), payable as follows:

1. A fixed fee of Twenty-eight Thousand Five Hundred and No/100 Dollars (\$28,500.00), in twenty (20) equal monthly payments of One Thousand Four Hundred Twenty-five and No/100 Dollars (\$1,425.00) for the ongoing services. Monthly payments to the Contractor are to become due upon the 1st day of each month, beginning on the first day of the month following City's notification of grant award and are to be paid by the 10th day of the month in which due. Should the program be completed and closed out in less than twenty (20) months, any remaining monthly payments shall become immediately due and payable, and the Contractor shall be paid the balance of any remaining compensation under this part in a lump sum.
2. A fixed fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00), payable to the Contractor upon submission of a Project Completion Report to the Office of Rural Affairs - Texas Department of Agriculture.

**PART IV  
TERMS AND CONDITIONS**

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the City.** The City may at any time and for any reason terminate the Contractor's services and work at the City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. **Changes.** The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both

City of Overton, Texas

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parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. **Personnel.**

a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Assignability.** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. **Reports and Information.** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. **Records and Audits.** The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

City of Overton, Texas

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10. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. **Conflicts of Interest.**

- a. **Governing Body.** No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Civil Rights Compliance.**

During the performance of this contract, the Contractor agrees as follows:

14. **Equal Opportunity Clause** (applicable to contracts and subcontracts over \$10,000).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

City of Overton, Texas

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limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

City of Overton, Texas

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as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.



# ATTACHMENT I

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## RESOLUTION NO. 2017-09-14E

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS AUTHORIZING THE EXECUTION OF A SHORT TERM UNSECURED LOAN WITH TEXAS BANK AND TRUST, THAT WILL ALLOW THE CITY TO MANAGE CASH FLOW THROUGH THE END OF THE CURRENT FISCAL YEAR AND THE FIRST FEW MONTHS OF THE FOLLOWING FISCAL YEAR AND ALLOW PRE-FUNDING OF CDBG GRANT ADMINISTRATIVE AND ENGINEERING SERVICES.

WHEREAS, the City of Overton continues to address the maintenance needs of its infrastructure using the maximum availability of its current revenue on a pay as you go basis; and

WHEREAS, this policy does not allow for the accrual of reserve capital to assist cash flow when collection of revenue lags behind the need to pay invoices; and

WHEREAS, this condition is likely to be exacerbated with an expected delay in reimbursement payments from the State for administrative, engineering and construction expenses due under the CDBG grant that is scheduled to begin in October 2017; and

WHEREAS, it is necessary to secure a short term unsecured loan of one-hundred thousand (\$100,000) dollars from a local commercial bank to cover the cash flow needs of the City for the last month of the current fiscal year and the first three months of the following fiscal year.

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

THAT RESOLUTION NO. 2017-09-14E AUTHORIZING THE MAYOR TO ENTER INTO A LOAN AGREEMENT SHOWN IN EXHIBIT A ATTACHED HERETO, IS DULY PASSED AND APPROVED FOR ADOPTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS ON THIS THE 14<sup>th</sup> DAY OF SEPTEMBER, 2017.



CITY OF OVERTON

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

APPROVED AS TO FORM AND LEGALITY:

*Rachel Gafford*  
Rachel Gafford, CITY SECRETARY

*Blake Thompson*  
Blake Thompson, CITY ATTORNEY

City of Overton, TX

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**EXHIBIT A**  
**(Loan Agreement)**

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
[REDACTED]	CITY OF OVERTON	[REDACTED]	09/18/17	TMEADOWS
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$100,000.00	Not Applicable	3.800%	02/28/18	Commercial
		Creditor Use Only		

**PROMISSORY NOTE**  
(Commercial - Single Advance)

**DATE AND PARTIES.** The date of this Promissory Note (Note) is September 18, 2017. The parties and their addresses are:

**LENDER:**  
TEXAS BANK AND TRUST COMPANY  
P O Box 3188  
Longview, TX 75608  
Telephone: 903-237-5500

**BORROWER:**  
CITY OF OVERTON  
a Texas Government Agency  
DRAWER D  
OVERTON, TX 75684

**1. DEFINITIONS.** As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and all other persons or entities (including guarantors, endorser, and sureties) who agree to pay this Note. "You" and "you" refer to Lender, its participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Note.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

**2. PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$100,000.00 (Principal) plus interest from September 18, 2017 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

**3. INTEREST.** Interest will accrue on the unpaid Principal balance of this Note at the rate of 3.800 percent (Interest Rate).

- A. **Interest After Default.** If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate payable on the outstanding Principal balance of this Note. In such event, interest will accrue on the unpaid Principal balance of this Note at the maximum interest rate allowed by state or federal law, until paid in full.
- B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the Texas usury laws under Tex. Fin. Code, Ch. 303.
- D. **Accrual.** Interest accrues using an Actual/365 days counting method.

**4. ADDITIONAL CHARGES.** As additional consideration, I agree to pay, or have paid, the fees and charges listed on the APPENDIX: FEES AND CHARGES, which is attached to and made part of this Note.

**6. PAYMENT.** I agree to pay this Note in a single payment of all unpaid Principal and accrued interest on February 28, 2018. Payments will be rounded down to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

**6. PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**7. LOAN PURPOSE.** The purpose of this Loan is Working Capital/Accounts Payable.

**8. DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. **Payments.** I fail to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Note or any other obligations I have with you.
- C. **Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Note.
- D. **Other Documents.** A default occurs under the terms of any other Loan Document.
- E. **Other Agreements.** I am in default on any other debt or agreement I have with you.
- F. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- G. **Judgment.** I fail to satisfy or appeal any judgment against me.
- H. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- I. **Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- J. **Property Transfer.** I transfer all or a substantial part of my money or property.
- K. **Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- L. **Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statements before the date of this Note or that the prospect for payment or performance of the Loan is impaired for any reason.

**9. WAIVERS AND CONSENT.** To the extent not prohibited by law, I waive present, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**A. Additional Waivers By Borrower.** In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guaranteeing or relating to this Note.

**B. No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

**10. REMEDIES.** After I default, you may at your option do any one or more of the following.

- A. **Acceleration.** You may make all or any part of the amount owing by the terms of this Note immediately due.
- B. **Sources.** You may use any and all remedies you have under state or federal law or in any Loan Document.
- C. **Insurance Benefits.** You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- D. **Payments Made On My Behalf.** Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Note, and accrue interest at the highest post-maturity interest rate.
- E. **Set-Off.** You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Note against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Note" means the total amount to which you are entitled to demand payment under the terms of this Note at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**F. Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**11. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Note or any other Loan Document. Expenses include, but are not limited to, reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Note. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

**12. COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**13. WARRANTIES AND REPRESENTATIONS.** I have the right and authority to enter into this Note. The execution and delivery of this Note will not violate any agreement governing me or to which I am a party.

**14. APPLICABLE LAW.** This Note is governed by the laws of the State of Texas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Texas, unless otherwise required by law.

**15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**16. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

**17. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

**18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your firm status on any Property. Time is of the essence.

**19. CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

20. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND, TO THE EXTENT PERMITTED BY LAW, MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

21. SIGNATURES. By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

BORROWER:

CITY OF OVERTON

By C. R. Evans, Mayor

By Charles Cunningham, City Manager

COPY

COPY

**APPENDIX: FEES AND CHARGES**  
As described in the ADDITIONAL CHARGES section of the attached Note, I agree to pay, or have paid these additional fees and charges.  
Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.  
Administrative Fee. A(n) Administrative Fee fee of \$100.00 payable from separate funds on or before today's date.



**DISBURSEMENT AUTHORIZATION AND CASH PAYMENT SUMMARY**

**DATE AND PARTIES.** The date of this Disbursement Authorization and Cash Payment Summary is September 18, 2017. The parties and their addresses are:

**LENDER:**  
**TEXAS BANK AND TRUST COMPANY**  
 P O Box 3188  
 Longview, TX 75606  
 Telephone: 903-237-5500

**BORROWER:**  
**CITY OF OVERTON**  
 a Texas Government Agency  
 DRAWER D  
 OVERTON, TX 75684

Loan Number: 73636714

**1. DEFINITIONS.** As used in this Disbursement Authorization and Cash Payment Summary, the terms have the following meanings:

- A. Pronouns. The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization and Cash Payment Summary, individually and together. "You" and "Your" refer to the Lender.
- B. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization and Cash Payment Summary.

**2. DISBURSEMENT SUMMARY.** The following summarizes the disbursements from the Loan.

Loan		\$100,000.00
Cash Paid In	\$100.00	
Amount Contributed by Borrower	\$0.00	
<b>Total Cash Received</b>		<b>\$100.00</b>
Disbursed to Borrowers	\$100,000.00	
Disbursed to Lender	\$100.00	
Disbursed to Other Payees	\$0.00	
<b>Total Amounts Disbursed</b>		<b>\$100,100.00</b>
Amount Remaining To Be Disbursed	\$0.00	
Undisbursed Fees/Charges	\$0.00	

**3. DISBURSEMENT AUTHORIZATION.** I authorize you to disburse the following amounts from my Loan.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Disbursements to Borrower:		\$100,000.00
Deposit to CITY OF OVERTON,	09/18/2017	\$100,000.00
Disbursements to Lender:		\$0.00
Disbursements to third parties:		\$0.00
<b>TOTAL DISBURSED:</b>		<b>\$100,000.00</b>

**4. CASH PAYMENT SUMMARY.** The following loan charges are cash payments collected prior to or at settlement.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Cash Fees & Charges disbursed to Lender:	09/18/2017	\$100.00
Administrative Fee		\$100.00 B
Items marked with an asterisk (*) have been paid outside of closing in whole or in part		
Items marked with a (B) are paid by borrower, Items marked with a (S) are paid by seller, Items marked with a (L) are paid by lender, Items marked with a (T) are paid by third party		
<b>TOTAL OF CASH PAYMENTS:</b>		<b>\$100.00</b>

Amount remaining to be disbursed, if any: \$0.00

I acknowledge receipt of a copy of this Disbursement Authorization and Cash Payment Summary on September 18, 2017.

**BORROWER:**

**CITY OF OVERTON**  
 By \_\_\_\_\_  
 C. R. Evans, Mayor  
 By \_\_\_\_\_  
 Charles Cunningham, City Manager

COPY

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