



CITY OF OVERTON

1200 South Commerce Street ★ Overton, TX 75684 ★ 903.834.3171 ★ www.cityofoverton.com

Council Agenda
Page 1 of 3

CITY COUNCIL AGENDA

October 19, 2020

SPECIAL CALLED MEETING (7:00 p.m.)

OVERTON CITY HALL, 1200 SOUTH COMMERCE STREET, OVERTON, TX 75684

One or more elected officials or presenters may attend this meeting by video conference. The Overton Council Chambers will be open to the public but limited to 75% occupancy or 30 people (including Council Members, Staff and the public). Citizens are encouraged to view and participate in the meeting using Facebook Live via the City of Overton Facebook page at:

- <https://www.facebook.com/cityofoverton/?ref=bookmarks>.

For an electronic copy of the council meeting agenda packet follow the following link and scroll down to the listing of City Council Agendas & Minutes and scroll down to the date for the agenda to be reviewed: cityofoverton.com/city-council/

Citizens may address the Council regarding any posted agenda item by filling out a speaker's card prior to the item being called or by posting their question as a comment on the Facebook Live broadcast. These presentations shall be limited to three minutes unless the speaker requires the use of a translator, in which case the time is doubled. The Mayor may extend the time limit. Citizens may also submit comments or questions on a listed agenda item in advance of the meeting by emailing them to info@cityofoverton.com. The Mayor will read these submitted comments during Item D Public Forum section of the Special Called Meeting.

Staff requests comments be submitted in advance if possible, by 4 pm, Friday, October 16, 2020. For assistance with submitting comments for this meeting you may call 903-834-3171 ext. 224, Monday through Friday between the hours of 8 am to 4 pm.

A. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance – *U. S. Flag & Texas Flag*

B. PRESENTATION OF PROCLAMATION

1. Mayor to issue a proclamation in honor of City Secretary Rachél Gafford.

C. PRESENTATIONS

1. Receive update/ presentation from OEDC President Philip Cox regarding OEDC activity and proposed OEDC projects; possible ACTION on OEDC projects proposed as listed below:
 - a. Fund Radio ads for City and Chamber Business of the Month
 - b. Accept Donation of Approximately \$106k from Industrial Foundation and apply to City Streets.
 - c. Fund trimming rights-of-ways on City Streets
 - d. Fund repaving City Oil Tops with Rusk Co via inter-local
 - e. Developing a close relationship with the Chamber of Commerce.
 - f. Funding for office supplies and Conference equipment for Chamber of Commerce Building
 - g. Presentation of OEDC Projects and general update. First reading of OEDC Project to spend \$1,000 per month on radio advertising for the City of Overton and including the Chamber of Commerce Business of the Month.



CITY OF OVERTON

1200 South Commerce Street ★ Overton, TX 75684 ★ 903.834.3171 ★ www.cityofoverton.com

Council Agenda
Page 2 of 3

- h. Second reading of OEDC Project to spend \$1,000 per month on radio advertising for the City of Overton and including the Chamber of Commerce Business of the Month.
- i. First reading of an OEDC Project to trim the rights-of-way in the City, not to exceed \$10,000.
- j. Second reading of an OEDC Project to trim the rights-of-way in the City, not to exceed \$10,000.

D. PUBLIC FORUM - Each individual will be allowed three (3) minutes

Per House Bill 2840 of the Texas 86th Legislature, individuals from the public will have an opportunity to address the City Council during Public Forum or at any other time during the agenda when Council is on that particular agenda item. However, City Council has no obligation to respond in any manner to comments or questions asked of them by the speaker for items not listed on the Agenda. Any response by a member of City Council or staff is limited by Texas law to a statement of specific factual information, a recitation of existing policy, or a proposal to place the subject on the agenda for a future City Council Meeting.

E. CONSENT AGENDA

1. Act on the approval of the minutes from the September 10, 2020 Regular Called Council Meeting.

F. BUSINESS

1. Presentation of Emergency Management Services monthly reports.
 - a. Christus EMS report
 - b. Overton Volunteer Fire Department report
2. Discuss and possible action regarding a Lease Agreement between the City of Overton and American Tower for possible installation of a communications tower to be built on City property, and further authorizing the Interim City Manager to sign the agreement.
3. Discuss and possible action on TCEQ Agreed Order 2009-1689-MWD-E Invoice.
4. Discuss and possible action to reopen the Overton Community Building at 75% occupancy.
5. Discuss and possible action to approve the Affordable Small-Dollar Loan Program for employees by the East Texas Council of Governments.

G. FUTURE MEETINGS

1. Present revised upcoming meetings and events schedule.
2. Mayor to receive request, if any, for leave of absence from any Council Member for future meetings.

H. CITY ADMINISTRATION'S MONTHLY REPORTS

City Council to hear and/or act if necessary, on the following items:

1. Administration Monthly Reports
 - a. City Manager's Report
 - b. Police Department Report
 - c. Code Compliance/Enforcement Report
 - d. Public Works Department Report



CITY OF OVERTON

1200 South Commerce Street ★ Overton, TX 75684 ★ 903.834.3171 ★ www.cityofoverton.com

Council Agenda
Page 3 of 3

2. Finance Monthly Reports
 - a. Finance Director's Report
 - b. Expense Approval Report
 - c. Monthly Bank Statement
 - d. Overton Economic Development Corporation (OEDC) expenditures over \$50K

I. ADJOURNMENT

Prepared and posted this the 16th day of **October, 2020**, by **7:00 p.m.** in accordance with Chapter 551, Texas Government Code.

Sherry Roberts, TRMC
Finance Director



Note: The City Council for the City of Overton reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberation About Security Devices), 551.074 (Personnel), and 551.087 (Deliberations regarding Economic Development negotiations).

Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the City of Overton forty-eight (48) hours in advance at 903-834-3171, and reasonable accommodation's will be made for assistance. This facility is wheelchair accessible and accessible parking spaces are available.

AGENDA
REGULAR CALLED
COUNCIL MEETING
A.
CALL TO ORDER

AGENDA ITEM

A.1

Invocation

A.2

Pledge of Allegiance

U.S. Flag

AGENDA ITEM

B.

MAYORAL PROCLAMATIONS / RECOGNITIONS/ APPOINTMENTS

AGENDA ITEM C.

*Presentation by OEDC Board President Philip Cox regarding
upcoming projects.*

AGENDA ITEM D. PUBLIC FORUM

Each individual who has submitted questions or comments in advance for Council on an agenda item will be read for Council at this time. Council will respond to only those items posted on the agenda; other questions or comments Council may direct staff to put the item on a future agenda.

AGENDA ITEM

E.

CONSENT AGENDA

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

NOTE: There is no motion needed to move an item from consent agenda for a separate discussion. However, must take action separately

AGENDA ITEM

E.1

Act on the approval of the minutes from the September 10, 2020 Regular Council Meeting

**REGULAR CALLED CITY COUNCIL MEETING
SEPTEMBER 10, 2020**

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS THAT WAS HELD **SEPTEMBER 10, 2020 AT 7:00 PM** AT THE OVERTON COMMUNITY CENTER, 505 SOUTH MEADOWBROOK DRIVE, OVERTON, TEXAS 75684.

<u>PRESENT:</u>	<u>POSITION</u>	<u>ABSENT:</u>	<u>POSITION</u>
C. R. Evans Jr.	Mayor		
Trampas Freeman	1		
John Posey (Mayor Pro-Tem)	2	arrived 7:35 p.m.	
Jerry Clark	3		
Reggie Thompson	4		
Michael Paul Williams	5		

Staff in attendance were Clyde Carter, Interim City Manager/Police Chief, Sherry Roberts, Finance Director, Wendy Bates, Financial Consultant, Gabe Wallace, Police Captain and Rachél Gafford, City Secretary. Guests who signed in their attendance were Terry Waggoner, Jill Waggoner, Wilma Kelly, Christopher Hall, Josh Hill, Denise Hill, Lane Schurbon, Maggie Thompson, Elena Cox, Philip Cox, Thomas Thurston, Cheryl Gardner, Delores Scott, Elsie Hollis, Nathan Kendall, Shirley Honeycutt, Cathy Hall, Michelle Williams, Raymond Moon, Vicki Hudson, Ronnie Hudson, Jean Beth Hamblen, Shirley Shaw, Skipper Honeycutt, Patricia York, Curtis Gilbert, Casey Tewell, Jessica Tewell and Lonetta Nelson.

A. CALL TO ORDER - Mayor Evans called the meeting to order at 7:06 p.m.

1. *Invocation was given by Councilmember Thompson*
2. *Pledge of Allegiance was led by Councilmember Williams*

B. MAYORAL PROCLAMATION / RECOGNITION / APPOINTMENTS

1. **Mayor Evans confirmed the appointment of Todd Meadows to the Overton Housing Authority Board.**
2. **Mayor Evans issued a Certificate of Appreciation for outgoing Board Member Courtney Cox, Overton Economic Development Corporation**

C. PUBLIC FORUM –

Shirley Shaw, 1201 E. Price Lane, stated that she had a received a Facebook communication from Code Enforcement Officer Bagley and felt like she had been retaliated on for comments made at the last Council meeting questioning the warnings given to her son to move a 18 – wheeler truck cab from a City street.

Shirley Honeycutt, 704 Holly St., complained to Council about the operation of the City, being behind on audits and the proposed budget and increase in the tax rate and recommended that City consider filing for Chapter 11 Bankruptcy.

D. PLANNING & ZONING REPORT

- **Mayor Evans opened the public hearing at 7:18 p.m. OPEN PUBLIC HEARING**

1. Hear staff report, receive public comments regarding Replat Application 2020-01 — Allan R. and Patti Torbert's request to final plat Lot 1R, Block 1, Greenwood Addition, being a replat of approximately 0.0785 acres of all that certain lot, tract or parcel of land a part of the E. Thompson Survey A-768, Rusk County, Texas. . The subject property is more commonly referred to as 305 Linda Lane, Overton, Rusk County, Texas.

Patricia York and Casey Tewell stated that they had not been notified about the replat as they both owns property within the neighborhood; however, they were neutral to the request.

City Secretary Gafford responded that she was not sure if they were not on the list provided by Rusk County Appraisal District or not; however, letters were sent to the property owners of record for the property tax roll for 2019 within 200 feet of the subject property and a legal notice was put in the Tyler Morning News Telegraph.

- **Mayor Evans closed the public hearing at 7:24 p.m.**

2. Hear and take action regarding Variance Application 2020-03 — Allan R. Torbert's request, on behalf of Allan R. and Patti Torbert, for a variance from the City of Overton Design Standards Regulations, Section 106.1 – Sidewalk Requirements and Section 111.3 – Parking: Standard Curb and Gutter Requirements. Specifically, applicant is requesting a variance from the requirement to install curb, gutter and sidewalk along approximately 150.51 linear feet on East Henderson Street and a variance from the requirement to install sidewalk along 229.21 linear feet along North Linda Lane where adjacent to the subject properties. The subject property is more commonly referred to as 305 Linda Lane, Overton, Rusk County, Texas. ***(The Planning & Zoning Commission recommends approval 4 – 0, Commissioner's Garcia And Cox Absent.)***

Motion by Councilman Williams to approve Variance Request 2020-03; seconded by Councilman Thompson.

Motion carried 4 – 0, Mayor Pro Tem Posey absent for the vote.

3. Act regarding a recommendation to the City Council regarding Replat Application 2020-01 — Allan R. Torbert's request, on behalf of Allan R. and Patti Torbert, to final plat Lot 1R, Block 1, Greenwood Addition. ***(The Planning & Zoning Commission recommends approval 4 – 0, Commissioner's Garcia And Cox Absent.)***

Motion by Councilman Williams to approve Replat Request 2020-01, seconded by Councilman Freeman.

Motion carried 4 – 0, Mayor Pro Tem Posey absent for the vote.

E. CONSENT AGENDA

1. Act on the approval of the minutes from the August 13, 2020 Special Called Council Budget Workshop
2. Act on the approval of the minutes from the August 13, 2020 Regular Council Meeting
3. Act on approval of the minutes from the August 31, 2020 Special Called Council Meeting and Budget Workshop.
4. Act on approval of the minutes of the September 3, 2020 Special Called Council Meeting.
5. Act upon approval of an agreement with the OMDD for Administrative Services to be provided by City Staff for Fiscal Year 2021.
6. Act upon approval of an agreement with the OEDC for Administrative Services to be provided by City Staff for Fiscal Year 2021.
7. Act on the reappointment of Robert Raney, Kim Cox and Lane Schurbon to additional two (2) year terms on the Planning & Zoning Commission.
8. Act on the reappointment of David Stone and Nathan Kendall to additional two (2) year terms on the Overton Municipal Development District Board.
9. Act on the reappointment of Joshua Stuart to a three (3) year term on the Overton Economic Development Corporation Board.

Motion by Councilman Freeman to approve as submitted; seconded by Councilman Clark.

Motion carried 4 – 0, Mayor Pro Tem Posey absent for the vote.

F. BUSINESS

1. Presentation of Emergency Management Services monthly reports.
 - a. Christus EMS report
 - b. Overton Volunteer Fire Department report

Interim City Manager presented reports.

2. Discuss and act on appointment to fill Overton Economic Development Corporation Board vacancy.

Finance Director Roberts presented the one board application received for the vacancy as recommended and nominated by the OEDC Board.

Motion by Councilman Freeman to approve and appoint Elena Cox Senchenkova to the OEDC Board; seconded by Councilman Williams.

Motion carried 4 – 0, Mayor Pro Tem Posey absent for the vote.

Mayor Pro Tem Posey arrived at 7:35 p.m.

3. Discuss and act regarding a Resolution to authorize the Interim City Manager to enter into a contract with OpenEdge Payments, LLC to be the City's credit card processor.

Motion by Councilman Freeman to approve Resolution No. 2020.09.10A as submitted; seconded by Councilman Thompson.

Motion carried 5 – 0.

RESOLUTION NO. 2020.09.10A

A RESOLUTION OF THE OVERTON CITY COUNCIL AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OPENEDGE PAYMENTS, LLC/GLOBAL PAYMENTS INTEGRATED TO PROVIDE CREDIT CARD PROCESSING SERVICES TO THE CITY OF OVERTON; PROVIDING FOR AN EFFECTIVE DATE.

- 4. Discuss and act regarding an Ordinance to amend the City of Overton Schedule of Fees for FY 2021.

Motion by Mayor Pro Tem Posey to approve Ordinance No. 2020.09.10A to amend the City of Overton Schedule of Fees for FY 2021 as submitted; seconded by Councilmember Williams.

After a brief discussion among Council.

Amending Motion by Mayor Pro Tem Posey to strike all residential water rate customer increases from the Ordinance; seconded by Councilmember Williams.

Mayor Evans called for a vote on amended motion to strike all residential water rate customer increases from the Ordinance.

Motion carried 5 – 0

Mayor Evans called for a reading of the motion as amended.

City Secretary Gafford read the following amended motion:

Motion to approve Ordinance No. 2020.09.10A to amend the City of Overton Schedule of Fees for FY 2021 as submitted striking all residential water rate customer increases from the Ordinance.

Mayor Evans called for a vote on the main motion as amended.

Motion carried 5 – 0.

ORDINANCE NO: 2020.09.10A

CODE OF ORDINANCE - APPENDIX A

City of Overton - Schedule of Fees

AN ORDINANCE AMENDING ORDINANCE NO. 2014-07-29B – CODE OF ORDINANCES - APPENDIX A - CITY OF OVERTON - SCHEDULE OF FEES, AND ALL AMENDMENTS MADE THERETO BY UPDATING FEES IMPOSED BY THE CITY REGARDING WATER RATES, SEWER RATES, SOLID WASTE DISPOSAL, AND THE ADDITION OF CREDIT CARD PROCESSING FEES; PROVIDING FOR A REPEALER CLAUSE FOR ALL ORDINANCES IN CONFLICT HERewith; CONTAINING A SEVERABILITY CLAUSE AND SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

- 5. Discuss and act regarding an Ordinance of the City of Overton to approve amendments and adjustments to Fiscal Year 2019 - 2020 Budget.

Motion by Councilmember Freeman made a motion to approve Ordinance No. 2020.09.10B as submitted; seconded by Mayor Pro Tem Posey.

Motion carried 5 – 0.

ORDINANCE NO. 2020.09.10B

AN ORDINANCE OF THE CITY OF OVERTON, TEXAS, AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS ALL FUNDS OF THE CITY INCLUDING THOSE THAT PROVIDE FOR THE PAYMENT OF OPERATING AND CAPITAL EXPENDITURES AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS AND FUNDS OF THE CITY AS ORGINALLY ADOPTED BY ORDINANCE NO. 2019.09.12B ADOPTED SEPTEMBER 12, 2019; 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 DIRECTING THE CITY SECRETARY TO FILE A TRUE COPY OF THE BUDGET WITH THE COUNTY CLERKS OF RUSK AND SMITH COUNTY, TEXAS.

- 6. Discuss and act regarding an Ordinance of the City of Overton approving and adopting a Budget for the City of Overton for the Fiscal Year 2020 -2021 (*Record vote required*).

Motion by Mayor Pro Tem Posey to approve Ordinance No. 2020.09.10C approving and adopting a Budget for the City of Overton for the Fiscal Year 2020 – 2021; seconded by Councilmember Williams seconded the motion.

Motion carried 5 – 0.

AYES: Freeman, Posey, Clark, Thompson and Williams.

NOES: None

ABSENT: None

PRESENT AND NOT VOTING: Mayor Evans (*Votes only in a tie*)

ORDINANCE NO. 2020.09.10C

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF OVERTON, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, 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; 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.

7. Ratification Vote to adopt the budget for Fiscal Year 2020 – 2021 that will raise total property tax revenue (*Record vote required*).

Motion by Councilmember Freeman to approve Resolution No. 2020.09.10B ratifying approval of the property tax revenue increase as reflected in the Fiscal Year 2020 – 2021 budget as submitted; Seconded by Councilmember Thompson.

Motion carried 5 – 0.

AYES: Freeman, Posey, Clark, Thompson and Williams.

NOES: None

ABSENT: None

PRESENT AND NOT VOTING: Mayor Evans (*Votes only in a tie*)

RESOLUTION NO. 2020.09.10B

A RESOLUTION RATIFYING THE CITY OF CITY OF OVERTON, TEXAS 2020 – 2021 FISCAL YEAR ADOPTED BUDGET THAT CONTAINS A PROPERTY TAX RATE THAT RAISES MORE TOTAL PROPERTY TAXES THAN THE PREVIOUS YEAR.

8. Consider and act on an Ordinance approving the 2020 Certified Appraisal Rolls; to adopt and levy the ad valorem tax rate for Fiscal Year 2020 – 2021 for Maintenance and Operation and the Interest and Sinking fund of the City of Overton for the 2020 Tax Year (*Record Vote Required*).

Motion by Councilmember Freeman to approve Ordinance No. 2020.09.10D adopting and levying a 2020 tax rate of \$0.733022 (\$0.470339 M&O and \$0.262683 I & S; Seconded by Councilmember Thompson.

Motion carried 5 – 0.

AYES: Freeman, Posey, Clark, Thompson and Williams.

NOES: None

ABSENT: None

PRESENT AND NOT VOTING: Mayor Evans (*Votes only in a tie*)

ORDINANCE NO. 2020.09.10D

AN ORDINANCE ACCEPTING THE 2020 CERTIFIED APPRAISAL ROLLS; LEVYING AD VALOREM PROPERTY TAXES FOR 2020 AT \$0.733022/PER \$100 ASSESSED VALUATION (\$0.470339 FOR M & O AND \$0.262683 FOR I & S) ON ALL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS FOR FY 2021; PROVIDING DUE AND DELINQUENT DATES; PROVIDING FOR THE INCLUSION OF ALL PROPERTY INSIDE THE CITY LIMITS OF OVERTON;

PROVIDING A CUMULATIVE REPEALING CLAUSE; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROPER NOTICE AND OPEN MEETING.

Motion by Councilmember Freeman to ratify the 2020 Tax Rate in the amount of \$0.470339 at this rate the tax rate will effectively be raised by 3.5% and will raise taxes for Maintenance and Operations on a \$100,000 home by approximately \$15.91; seconded by Councilmember Thompson.

Motion carried 5 – 0.

AYES: Freeman, Posey, Clark, Thompson and Williams.

NOES: None

ABSENT: None

PRESENT AND NOT VOTING: *Mayor Evans (Votes only in a tie)*

- 9. Consider and act on an Ordinance approving the 2020 Certified Appraisal Rolls; to adopt and levy the ad valorem tax rate for Fiscal Year 2020 – 2021 for the Maintenance and Operations of the Overton Municipal Cemetery for the 2020 Tax Year (*Record Vote Required*).

Motion by Councilmember Freeman to approve Ordinance No. 2020.09.10E adopting and levying a 2020 cemetery tax rate of \$0.050000; seconded by Councilmember Williams seconded the motion.

Motion carried 5 – 0.

AYES: Freeman, Posey, Clark, Thompson and Williams.

NOES: None

ABSENT: None

PRESENT AND NOT VOTING: *Mayor Evans (Votes only in a tie)*

ORDINANCE NO. 2020.09.10E

AN ORDINANCE APPROVING THE 2020 CERTIFIED APPRAISAL ROLLS; LEVYING AD VALOREM PROPERTY TAXES FOR THE 2020 – 2021 FISCAL YEAR AT \$0.05000/PER \$100 ASSESSED VALUATION ON ALL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY TO PROVIDE FOR THE MAINTENANCE OF THE CITY OF OVERTON MUNICIPAL CEMETERY; PROVIDING DUE AND DELINQUENT DATES; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- 10. Discuss and act regarding the Texas Municipal Intergovernmental Risk Pool (IRP) Board of Trustees Election.

Motion by Mayor Pro Tem Posey to cast the City of Overton’s vote in the TML-IRP Board of Trustees election as follows: Place 1 – Robert T. Herrera, Place 2 – John W. Fullen, Place 3 – Jeffrey Snyder, Place 4 – Robert S. Hauck; seconded by Councilmember Williams.

Motion carried 5 – 0.

G. FUTURE MEETINGS

1. Present revised upcoming meetings and events schedule.

Mayor Evans went over the upcoming meetings calendar.

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

No requests excused absence received from Council.

H. CITY ADMINISTRATION'S MONTHLY REPORTS

Interim City Manager Carter presented the following administration reports:

1. Administration Monthly Reports
 - a. City Manager's Report
 - b. Police Department Report
 - c. Code Compliance/Enforcement Report
 - d. Municipal Cemetery Report
 - e. Community Development Report
 - f. Public Works Department Report

Finance Director Roberts presented the following finance reports:

2. Finance Monthly Reports
 - a. Finance Director's Report
 - b. Accounts Payable Check Register
 - ~~e. Statement of Revenue and Expenditures by Fund - not presented~~
 - d. Monthly Bank Statement
 - e. Overton Economic Development Corporation (OEDC) expenditures over \$50K

No action

I. ADJOURNMENT

Motion to adjourn by Councilman Clark; seconded by Councilman Thompson.

Motion carried 5 – 0.

With no further business, the meeting was adjourned at **8:56 p.m.**

Minutes submitted, approved and/or corrected this **15th** day of **October, 2020.**

CITY OF OVERTON

C. R. Evans, Jr., MAYOR

ATTEST:

Sherry Roberts, TRMC
FINANCE DIRECTOR

ORDINANCES:

1. Ord. No. 2020.09.10A – Schedule of Fees Amended
2. Ord. No. 2020.09.10B – FY2020 Budget Amendment
3. Ord. No. 2020.09.10C – FY2021 Budget Adoption
4. Ord. No. 2020.09.10D – Adopting and Levying the 2020 Tax Rate
5. Ord. No. 2020.09.10E – Adopting and Levying the 2020 Cemetery Tax Rate

RESOLUTIONS:

1. Res. No. 2020.09.10A – Authorizing contract with OpenEdge/Global Payments LLC.
2. Res. No. 2020.09.10B – Ratification of the FY2020 - 2021 Budget

COUNCIL ACTIONS:

1. V2020-03 – Variance of Sidewalk & Curb & Gutter for Lot 1R. Block 1, Greenwood Addition (305 Linda Lane)
2. RP2020-01 – Final Replat of Lot 1R. Block 1, Greenwood Addition (305 Linda Lane)
3. FY2020-2021 OMDD Administrative Services Agreement
4. FY2020-2021 OEDC Administrative Services Agreement
5. Cast vote for the 2020 TML-IRP Board of Trustee Election
6. Reappointment of P & Z members: Robert Raney, Kim Cox and Lane Schurbon.
7. Reappointment of OMDD Board Members: David Stone and Nathan Kendall
8. Reappointment of OEDC Board Member: Joshua Stuart
9. Appointment of OEDC Board Member: Elena Cox Senchenkova
10. Ratification of the 2020 Tax Rate

AGENDA ITEM
F.
BUSINESS

AGENDA ITEM

F.1

Presentation of Emergency Management Services monthly reports.

- *Christus EMS report*
- *Overton Volunteer Fire*

AGENDA ITEM

F.1.a.

Christus EMS report

From: Brian Wilkinson
Sent: Wednesday, October 14, 2020 10:16 AM
To: ccarter@cityofoverton.com
Cc: Scott Cargil
Subject: September ERS report for Overton

Good morning Chief!

Attached you will find the ERS report for September. I have provided some feedback on some of the extended times.

32588 M30 was on a call in the county near 259 causing M23 (Holly Lake unit) to respond from Kilgore
32544 M30 on call in New London M27 (N. Gregg Co. unit) responded from Kilgore
33763 M30 responded from station on this call but staged for PD to clear the scene on psych call.
32220 M33 was responding to a call in Price causing M30 to respond from Kilgore after dropping patient off at ER
30832 M30 was on call in the area of 838 casing M31 to respond from Kilgore
30937 M30 on call N of Henderson causing M31 to respond from Kilgore
31378 M30 on Run 31376 M31 responded from Kilgore
33689 M30 on call N of New London M31 responded from Kilgore
33411 M30 transporting from Run 33406 M32 responded from Kilgore
33819 M30 on a call in New London M32 responded from Kilgore
34054 M30 on a call in New London on this one as well M32 responded from Kilgore
31880 M31 on Run 31378 M45 (Longview unit) responded from Kilgore

If you have any questions please let me know.

Have a great day!

Brian

Brian Wilkinson LP

Regional Manager
CHRISTUS EMS

A CHRISTUS® Health Organization
604 W. Cotton | Longview | TX 75604
Cell 903-720-8492
Office 903-291-2515
Brian.wilkinson@christusems.org
Brian.wilkinson@christushealth.org

This email message and attachments may contain confidential and privileged information that is protected by law. This email is transmitted for the sole use of the intended recipient. If you are not the intended recipient, you have received this message in error and use of this information is prohibited. Please delete this message and destroy any copies at once and notify the sender by email or phone of the error.

Emergency Response Summary by Vehicle



City of Overton- Last Full Month

Champion EMS d/b/a/ CHRISTUS EMS

Medic 17

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/29/2020	33925	911 - Non Life Emergency	22:36:27	00:00:00	00:00:00	No

Average Response Time for Medic 17 - 00-00:00:00

Medic 18

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/4/2020	30885	911 - Non Life Emergency	14:48:08	00:00:00	00:00:00	No

Average Response Time for Medic 18 - 00-00:00:00

Medic 23

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/18/2020	32588	911 - Non Life Emergency	16:16:15	16:33:43	00:17:28	No

Average Response Time for Medic 23 - 00-00:17:28

Medic 27

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/18/2020	32544	911 - Non Life Emergency	10:36:44	11:01:11	00:24:27	Yes
9/19/2020	32647	911 - Non Life Emergency	01:41:46	01:49:29	00:07:43	Yes

Average Response Time for Medic 27 - 00-00:16:05

Medic 30

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/2/2020	30631	911 - Non Life Emergency	08:34:16	08:40:48	00:06:32	Yes
9/6/2020	31194	911 - Non Life Emergency	20:44:28	00:00:00	00:00:00	No
9/8/2020	31322	911 - Non Life Emergency	04:50:05	04:57:49	00:07:44	Yes
9/8/2020	31376	911 - Non Life Emergency	14:40:07	14:45:16	00:05:09	Yes
9/8/2020	31418	911 - Non Life Emergency	21:50:04	21:55:05	00:05:01	No
9/11/2020	31658	911 - Non Life Emergency	00:38:33	00:52:50	00:14:17	Yes
9/13/2020	31899	911 - Non Life Emergency	03:08:23	03:19:35	00:11:12	No

Emergency Response Summary by Vehicle



City of Overton- Last Full Month

9/13/2020	31901	911 - Non Life Emergency	03:08:23	03:19:35	00:11:12	No
9/13/2020	31907	911 - Non Life Emergency	06:30:51	06:33:44	00:02:53	No
9/15/2020	32220	911 - Non Life Emergency	14:59:48	15:16:49	00:17:01	No
9/15/2020	32232	911 - Non Life Emergency	16:54:21	17:03:07	00:08:46	Yes
9/15/2020	32270	911 - Non Life Emergency	23:38:21	23:46:20	00:07:59	Yes
9/17/2020	32498	911 - Non Life Emergency	23:10:28	23:18:34	00:08:06	Yes
9/19/2020	32675	911 - Non Life Emergency	11:06:21	11:12:19	00:05:58	Yes
9/19/2020	32714	911 - Non Life Emergency	16:10:51	16:15:09	00:04:18	No
9/21/2020	32907	911 - Non Life Emergency	11:22:39	11:28:20	00:05:41	Yes
9/25/2020	33378	911 - Non Life Emergency	09:31:14	09:36:07	00:04:53	Yes
9/25/2020	33406	911 - Non Life Emergency	14:25:14	14:30:29	00:05:15	Yes
9/26/2020	33522	911 - Non Life Emergency	14:24:48	14:31:45	00:06:57	Yes
9/27/2020	33667	911 - Non Life Emergency	18:47:47	18:56:39	00:08:52	Yes
9/28/2020	33730	911 - Non Life Emergency	09:23:21	09:32:38	00:09:17	Yes
9/28/2020	33763	911 - Non Life Emergency	15:40:39	15:59:32	00:18:53	No
9/28/2020	33797	911 - Non Life Emergency	21:03:26	21:09:38	00:06:12	Yes

Average Response Time for Medic 30 - 00-00:07:55

Medic 31

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/1/2020	30578	911 - Non Life Emergency	18:41:31	18:41:46	00:00:15	No
9/3/2020	30832	911 - Non Life Emergency	22:04:50	22:23:51	00:19:01	Yes
9/4/2020	30937	911 - Life Emergency	21:51:59	22:03:40	00:11:41	No
9/8/2020	31378	911 - Non Life Emergency	14:47:16	15:03:47	00:16:31	Yes
9/17/2020	32443	911 - Non Life Emergency	13:35:54	13:53:43	00:17:49	Yes
9/19/2020	32691	911 - Non Life Emergency	12:52:51	13:07:20	00:14:29	Yes
9/25/2020	33370	911 - Non Life Emergency	07:58:40	08:06:45	00:08:05	Yes
9/27/2020	33689	911 - Non Life Emergency	22:26:48	22:45:23	00:18:35	Yes
9/28/2020	33772	911 - Non Life Emergency	17:42:30	17:53:32	00:11:02	Yes

Average Response Time for Medic 31 - 00-00:13:03

Medic 32

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
---------------------	--------------	------------------	-----------------	-----------------	----------------------	------------------------



Emergency Response Summary by Vehicle

City of Overton- Last Full Month

9/8/2020	31388	911 - Non Life Emergency	16:14:06	16:17:40	00:03:34	Yes
9/25/2020	33411	911 - Non Life Emergency	14:50:37	15:05:13	00:14:36	Yes
9/29/2020	33819	911 - Non Life Emergency	02:30:05	02:47:28	00:17:23	Yes
9/30/2020	34054	911 - Non Life Emergency	21:34:59	21:53:26	00:18:27	Yes

Average Response Time for Medic 32 - 00-00:13:30

Medic 33

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/13/2020	31931	911 - Non Life Emergency	12:49:56	12:53:48	00:03:52	Yes
9/15/2020	32262	911 - Non Life Emergency	20:36:42	20:50:37	00:13:55	Yes

Average Response Time for Medic 33 - 00-00:08:53

Medic 34

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/12/2020	31878	911 - Non Life Emergency	22:04:57	00:00:00	00:00:00	No

Average Response Time for Medic 34 - 00-00:00:00

Medic 45

<u>Request Date</u>	<u>Run #</u>	<u>Call Type</u>	<u>Received</u>	<u>At Scene</u>	<u>Response Time</u>	<u>Pt. Transported</u>
9/12/2020	31880	911 - Non Life Emergency	22:08:57	22:34:59	00:26:02	Yes

Average Response Time for Medic 45 - 00-00:26:02

Average Response Time for Champion EMS d/b/a/ CHRISTUS EMS - 00-00:09:56

AGENDA ITEM

F.1.b.

Overton Volunteer Fire Department report

No report submitted

AGENDA ITEM

F.2

Discuss and possible action regarding a Lease Agreement between the City of Overton and American Tower for possible installation of a communications tower to be built on City property, and further authorizing the Interim City Manager to sign the agreement.

City Council

Staff Agenda Report

Agenda Item: F.2

Agenda Item: Discuss and possible action regarding a Lease Agreement between the City of Overton and American Tower for possible installation of a communications tower to be built on City property, and further authorizing the Interim City Manager to sign the agreement.	
Meeting Date: October 19, 2020	Financial Considerations: \$1,000/month revenue
Presenter(s): Mike Marr, American Tower	Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Prior Council Action: During the May 14, 2020 City Council meeting, Council approved a change to Chapter 93 regarding tower height in expectation of a new Verizon tower that would be 250 feet.

Background Information: The lease between American Tower and the City of Overton is for a 250 ft. Verizon tower which will improve signal and connectivity strength within city limits.

The attached lease would be for an initial 5-year term with five (5) successive periods of five (5) years each renewal option periods. The lessee would pay the City \$1,000 month rent for tower placement. The lease agreement has been approved by the City Attorney.

Justification for Request: Lease agreements must have Council approval.

Recommended Action/Motion: Motion to approve a lease agreement between the City of Overton and American Tower for possible installation of a communications tower to be built on City property, and further authorizing the Interim City Manager to sign the agreement.

Attachments:

Lease agreement between American Tower and the City of Overton



AMERICAN TOWER®
CORPORATION

NEW SITE DEVELOPMENT EXECUTED AGREEMENT INSTRUCTIONS

In order to ensure the prompt execution and processing of all agreements, American Tower respectfully requests that the instructions below are followed when preparing to return executed agreements.

1. Prior to returning to American Tower, please sign and date the signature page of all copies of the Lease and Memorandum of Lease.
2. Ensure that all necessary witness signatures have been obtained (if witnesses are required).
3. Ensure that all applicable notary fields are completed and stamped with the notary's stamp.
4. Please complete a W-9, Payment Authorization Form, and if applicable, a mortgage information form.
5. American Tower will retain two (2) originals of each document. Please print as many copies as you plan to retain, along with two originals for American Tower.
6. Please print all signed documents on one-sided paper.
7. Send original documents to the following address:

American Tower Corporation
Attn: Tower Development Legal
10 Presidential Way
Woburn, MA 01801

8. American Tower will return your fully executed originals to the notice address provided.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") is made effective as of the date of the latter signature hereof (the "**Execution Date**") and is by and between Landlord and American Tower.

RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the "**Property**") located in the County of Rusk, State of Texas, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord desires to grant to American Tower an option to lease from Landlord a portion of the Property (the "**Compound**"), together with easements for ingress and egress and the installation and maintenance of utilities (the "**Easement**") and together with the Compound, the "**Site**") both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Business and Defined Terms.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

(a) **American Tower:** American Towers LLC, a Delaware limited liability company d/b/a American Texas Towers LLC

(b) **Notice Address of American Tower:** American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department

(c) **Landlord:** City of Overton, Texas

(d) **Notice Address of Landlord:** 1200 S Commerce Street
Overton, TX 75684

(e) **Initial Option Period:** One (1) year.

(f) **Renewal Option Period(s):** One (1) period of One (1) year.

(g) **Option Period:** The Initial Option Period and any Renewal Option Period(s).

(h) **Option Consideration (Initial Option Period):** \$1,000.00

(i) **Option Extension Consideration (Renewal Option Period(s)):** \$1,000.00

Site Name:Overton
Site Number: 206357

(j) **Commencement Date:** The date specified in the written notice by American Tower to Landlord exercising the Option constitutes the Commencement Date of the Term.

(k) **Initial Term:** Five (5) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.

(l) **Renewal Terms:** Each of the five (5) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(m) **Term:** The Initial Term with any and all Renewal Terms

(n) **Rent:** The monthly amount of \$1,000.00.

(o) **Increase Amount:** Rent will increase at the commencement of each Renewal Term by an amount equal to ten percent (10%) of Rent for the previous five (5) year period.

(p) **Increase Date:** The first date of each Renewal Term.

2. **Option to Lease.**

(a) **Grant of Option.** Landlord hereby gives and grants to American Tower and its assigns, an exclusive and irrevocable option to lease the Site during the Option Period (the "**Option**").

(b) **Extension of Option.** The Initial Option Period will automatically be extended for each Renewal Option Period unless American Tower provides Landlord written notice of its intent not to extend the Option.

(c) **Consideration for Option.** Option Consideration is due and payable in full within thirty (30) days of the Execution Date and American Tower will pay Landlord any Option Extension Consideration within thirty (30) days of the commencement of any Renewal Option Period.

(d) **Option Period Inspections and Investigations.**

(i) During the Option Period, Landlord will provide American Tower with any keys or access codes necessary for access to the Property.

(ii) During the Option Period, American Tower and its officers, agents, employees and independent contractors may enter upon the Property to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a metes and bounds survey of the Site and/or the Property (the "**Survey**"), provided that American Tower will not unreasonably interfere with Landlord's use of the Property in conducting these activities. At American Tower's discretion, the legal description of the Site as shown on the Survey may replace Exhibit B of this Agreement and be added as Exhibit B of the Memorandum of Lease.

(iii) In conducting its due diligence during the Option Period, American Tower may disturb such ground, vegetation (including trees) and landscaping as may be required to access the Site and conduct the aforementioned audits, testing, surveys and studies. If such disturbance is necessary, and American Tower does not subsequently exercise the Option, then American Tower shall compensate Landlord for any damage up to a maximum of five thousand and 00/100 dollars (\$5,000.00). Alternatively, if a restoration bond is not required by permitting authorities, Landlord may elect to have American Tower procure such a bond in an amount not to exceed ten thousand and 00/100 dollars (\$10,000.00).

Site Name:Overton
Site Number: 206357

(iv) American Tower may not begin any construction activities on the Site during the Option Period other than those activities described in, or related to, this Paragraph 2(d).

(e) Exercise of Option. American Tower may, in its sole discretion, exercise the Option by delivery of written notice to Landlord at any time during the Option Period. If American Tower exercises the Option then Landlord will lease the Site to American Tower subject to the terms and conditions of this Agreement. If American Tower does not exercise the Option, this Agreement will terminate.

3. Term.

(a) Initial Term. The Initial Term is as provided in Paragraph 1(k).

(b) Renewal Terms. American Tower will have the right to extend this Agreement for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Agreement except that Rent will escalate as provided in Paragraph 4(b). This Agreement will automatically be renewed for each successive Renewal Term unless American Tower notifies Landlord in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. Consideration.

(a) American Tower will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to Landlord at Landlord's Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) In the event American Tower makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Agreement, American Tower may, but will not be required to, treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

5. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "**Tower**"), structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "**Tower Facilities**"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals (the "**Intended Use**").

(b) American Tower, at its sole discretion, will have the right, without prior notice or the consent of Landlord, to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "**Collocator**" and collectively, the "**Collimators**"). The Collimators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to,

Site Name:Overton
Site Number: 206357

antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collocators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

6. Tower Facilities.

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement.

(b) Landlord grants American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities, including: (i) access to the Site for construction machinery and equipment; (ii) storage of construction materials and equipment during construction of the Tower Facilities; and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) American Tower will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities within 180 days following the expiration or termination of this Agreement.

(f) If the Tower is a guyed tower, Landlord grants American Tower an easement in, over, across and through the Property or any other real property owned by Landlord as may be necessary to American Tower during the Term of this Agreement for the installation, maintenance, alteration, removal, relocation and replacement of and access to guy wires and guy wire anchors which may be required by American Tower at its sole discretion and located outside of the Site.

7. Utilities.

(a) American Tower and/or its Collocator(s) shall have the right, at the respective party's expense, to install utilities and to improve present utilities on the Property and the Site. American Tower and/or its Collocator(s) shall have the right to permanently place all necessary or required utilities, including but not limited to utility wires, poles, cables, fiber optic cable, conduits and pipes, over, under or along the Easement(s) in order to service the Compound and Tower Facilities. In the event that utilities necessary to service the equipment of American Tower or the equipment of Collocator(s) cannot be located with the Easement(s), Landlord agrees to cooperate with American Tower and to act reasonably in allowing the location of utilities on other real property owned by Landlord without requiring additional compensation from American Tower or Collocator(s). Landlord shall, upon American Tower's request, execute a separate written easement to American Tower, Collocator(s) and/or any entity that is authorized to provide utility service to American Tower and/or its Collocator(s) in a form which may be filed of record to evidence this right.

Site Name:Overton
Site Number: 206357

(b) American Tower and the Collocators each may install backup generator(s).

8. Access.

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, American Tower may at its sole discretion deduct from Rent due under this Agreement an amount equal to five hundred and 00/100 dollars (\$500.00) per day for each day that such access is impeded or denied.

9. Representations and Warranties of Landlord. Landlord represents and warrants to American Tower and American Tower's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to American Tower or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that American Tower will have the quiet enjoyment of the Compound during the term of this Agreement. If Landlord fails to keep the Site free and clear of any liens and encumbrances, American Tower will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by American Tower on Landlord's behalf from future installments of Rent;

(f) American Tower will at all times during this Agreement enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and

Site Name:Overton
Site Number: 206357

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

10. Interference. Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than twenty-four (24) hours after American Tower's written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

11. Termination. This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "**Approvals**"); or

(c) Upon thirty (30) days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s).

(d) In the event of termination by American Tower or Landlord pursuant to any provision contained in Paragraph 11 herein, American Tower shall be relieved of all further liability hereunder.

12. Taxes.

(a) American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Additionally, as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate American Tower

Site Name:Overton
Site Number: 206357

as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

13. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "**Environmental Laws**") by either Landlord or to Landlord's knowledge by any third party; and

(ii) To Landlord's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "**Hazardous Materials**" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

14. Indemnification.

(a) General.

(i) Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (C) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or

omissions of American Tower, or American Tower's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless American Tower from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of American Tower. Notwithstanding the obligation of Landlord to indemnify American Tower pursuant to this Agreement, Landlord will, upon demand of American Tower, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of American Tower's activities after the execution of this Agreement.

15. Right of First Refusal; Sale of Property.

(a) During the Term, prior to selling the Site or any portion of or interest in the Property or the Site, including but not limited to a leasehold interest or easement, and/or prior to assigning the Rent or any portion of Rent to a third party, Landlord shall notify American Tower in writing of the sale price and terms offered by a third party (the "*Offer*"), together with a copy of the Offer. American Tower will have the right of first refusal to purchase the real property interest or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer. American Tower will exercise its right of first refusal within thirty (30) days of receipt of Landlord's notice and if American Tower does not provide notice within thirty (30) days, American Tower will be deemed to have not exercised its right of first refusal. If American Tower does not exercise its right of first refusal, Paragraph 15(b) of this Agreement will control the terms of the sale.

(b) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement the purchaser must agree to perform, without requiring compensation from American Tower or any Collocator, any obligation of the Landlord under this Agreement, including Landlord's obligation to cooperate with American Tower as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from American Tower or any Collocator to be paid to such purchaser.

16. Assignment.

Site Name:Overton
Site Number: 206357

licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

20. Confidentiality. Landlord will not disclose to any third party the Rent payable by American Tower under this Agreement and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

21. Subordination Agreements.

(a) If the Site is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from American Tower, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by American Tower, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Execution Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within thirty (30) days of such request.

22. Notices. All notices or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Paragraph 22, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

23. Further Acts.

(a) Within fifteen (15) days after receipt of a written request from American Tower, Landlord will execute any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with American Tower in its exercise of its rights under this Agreement.

(b) American Tower will be entitled to liquidated damages for the revenue lost by American Tower as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by American Tower to protect American Tower's leasehold rights or to facilitate the Intended Use. As the actual amount of such lost revenue is difficult to determine, the parties agree that American Tower may deduct the amount of one hundred and 00/100 dollars (\$100.00) per day from future installments of Rent for any delay to American Tower caused by Landlord's failure or

Site Name:Overton
Site Number: 206357

unwillingness to act, such amount being an estimate of American Tower's lost revenue. American Tower's right to collect such liquidated damages will in no way affect American Tower's right to pursue any and all other legal and equitable rights and remedies permitted under applicable laws.

24. Memorandum of Lease. Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

25. Miscellaneous.

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "**Title**") on the Property.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and American Tower.

(g) If either Landlord or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

Site Name:Overton
Site Number: 206357

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(m) Except as otherwise expressly permitted in this Agreement, during the Option Period or the Term, Landlord shall not, and shall not allow, the sale, transfer, granting, conveyancing, leasing, and/or licensing by deed, easement, lease, license or other legal instrument and/or agreement, an interest in and to, or the right to use or occupy any portion of the Property or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity (other than American Tower) directly or indirectly engaged in the business of owning, acquiring, constructing, operating, managing, investing in wireless telecommunications infrastructure without the prior written consent of American Tower, which may be withheld, conditioned, and/or delayed in American Tower's sole, reasonable discretion.

(n) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(o) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(p) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(q) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name:Overton
Site Number: 206357

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD:

City of Overton, Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of the City of Overton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 202__.

[Affix Notary Seal]

Notary Public

My commission expires:

Site Name:Overton
Site Number: 206357

AMERICAN TOWER:

American Towers LLC, a Delaware limited liability company d/b/a American Texas Towers LLC

By: _____

Name:

Title:

Date: _____

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On the ____ day of _____, 202_, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ***personal knowledge***, to be the person who name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as _____, of American Towers LLC, a Delaware limited liability company d/b/a American Texas Towers LLC, before me.

Notary Public
My Commission Expires:

Site Name:Overton
Site Number: 206357

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

Site Name:Overton
Site Number: 206357

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is located in Rusk County, Texas and is described and/or depicted as follows:

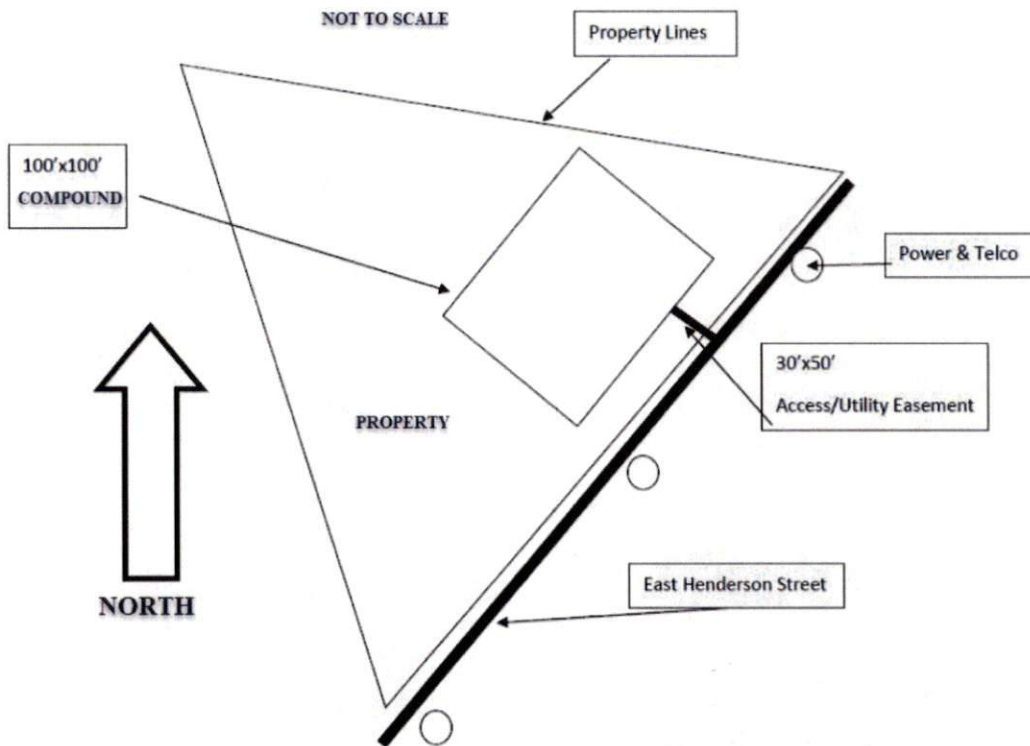
All that certain tract or parcel of land situated in the County of Rusk, State of Texas, and described as follows: BEING parts of the W.G. Tutt and Jonathan Lindley Surveys about 3/4ths of a mile East of Overton, Texas. BEGINNING at a corner in the Overton and Pirtle Road, a Red Oak brs. N. 31 Deg. E 11 1/2 vrs. a Post Oak S. 53 Deg. E 8 vrs; THENCE North 268-1/3 vrs. to a corner iron stake on S.B. line of J.H. Stewart's present home tract; THENCE East with said Stewart's S.B. line 193-1/3 vrs. to a stake for corner, THENCE 61 deg. S 113 vrs. to a stake for corner in the Overton and Pirtle road, a B.J. brs N 55 deg. E 11 1/2 vrs.; THENCE South 50 deg. W with said road 127-3/4 vrs. to the place of beginning, containing 8-52/100 acres of land. SUBJECT to all easements and rights of way of record; SAVE AND EXCEPT all oil, gas and other minerals are reserved unto Grantors

Site Name:Overton
Site Number: 206357

EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with a copy of the survey of the Site. The Site consists of a 100' X 100' square foot Compound together with A 30' wide Easement for access and utilities as depicted and/or described below:



Site Name:Overton
Site Number: 206357

EXHIBIT C
MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #206357
Site Name: Overton

Cross Reference: Volume: 1401; Pg: 498

Account#: 03600-01500-00000-000000
Property ID:27812

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this ____ day of _____, 202____ by and between City of Overton, TX, with a mailing address of 1200 Commerce Street, Overton, TX 75684 ("Landlord") and American Towers LLC, a Delaware limited liability company d/b/a American Texas Towers LLC, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the ____ day of _____, 202____ a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

1. **Option.** The initial term of the Option is one (1) year from the date of the Agreement. This Option can be extended by American Tower for one (1) additional periodsof one (1) year and for such other periods as the Landlord and American Tower mutually agree.

2. **Property.** Landlord owns certain real property described in **Exhibit "A"** ("Property"). Subject to the terms of the Agreement, Landlord has granted to American Tower an option to lease a portion of the Property ("Compound") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Compound, the "Site", as shown on **Exhibit "B"**), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** Should American Tower exercise its Option, the Agreement will constitute a lease of the Site. The initial term of the lease will be for five (5) years commencing upon the date

American Tower specifies in a written notice to Landlord. The Agreement will automatically renew for five (5) additional periods of five (5) years each unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

Landlord: City of Overton
1200 Commerce Street
Overton, TX 75684

American Tower American Towers LLC
C/O American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

With a Copy to: American Towers LLC
C/O American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Law Department

5. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates set forth below.

LANDLORD:

City of Overton, Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, _____ the undersigned, a Notary Public for the State, personally appeared _____, who is the _____ of the City of Overton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 202__.

[Affix Notary Seal]

Notary Public

My commission expires:

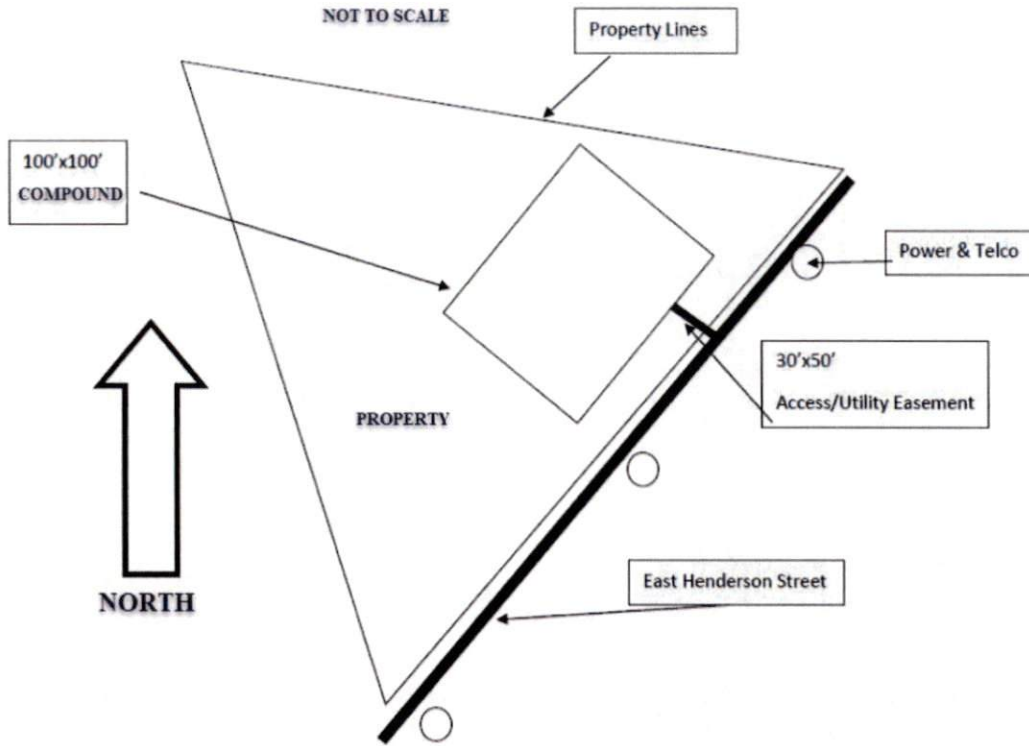
**EXHIBIT A
PROPERTY**

The Property is located in Rusk County, Texas and is described and/or depicted as follows:

All that certain tract or parcel of land situated in the County of Rusk, State of Texas, and described as follows: BEING parts of the W.G. Tutt and Jonathan Lindley Surveys about 3/4ths of a mile East of Overton, Texas. BEGINNING at a corner in the Overton and Pirtle Road, a Red Oak brs. N. 31 Deg. E 11 1/2 vrs. a Post Oak S. 53 Deg. E 8 vrs; THENCE North 268-1/3 vrs. to a corner iron stake on S.B. line of J.H. Stewart's present home tract; THENCE East with said Stewart's S.B. line 193-1/3 vrs. to a stake for corner, THENCE 61 deg. S 113 vrs. to a stake for corner in the Overton and Pirtle road, a B.J. brs N 55 deg. E 11 1/2 vrs.; THENCE South 50 deg. W with said road 127-3/4 vrs. to the place of beginning, containing 8-52/100 acres of land. SUBJECT to all easements and rights of way of record; SAVE AND EXCEPT all oil, gas and other minerals are reserved unto Grantors

**EXHIBIT B
SITE**

Locations are approximate. American Tower may, at its option, replace this exhibit with a copy of the survey of the Site. The Site consists of a 100' X 100' square foot Compound together with A 30' wide Easement for access and utilities as depicted and/or described below:



AGENDA ITEM

F.3

*Discuss and possible action on TCEQ Agreed Order 2009-1689-
MWD-E Invoice.*

City Council

Staff Agenda Report

Agenda Item: F.3

Agenda Item: Discuss and possible action on TCEQ Agreed Order 2009-1689-MWD-E Invoice.	
Meeting Date: October 19, 2020	Financial Considerations: Depends on option choice of repayment. Invoice is \$26,471. Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Presenter(s): Sherry Roberts, Finance Director	

Prior Council Action: None that I am aware of.

Background Information: This invoice is for penalties from 2009 for failing to comply with several TCEQ rules related to the wastewater treatment plant (see agreed order). Rachél reached out to TCEQ when we received the invoice because she was helping with the current wastewater permit application due. Reading the email thread attached, it appears that a payment plan was approved but the payments randomly stopped in 2013 and no idea why. It is also noted in the emails that the TCEQ knew the City was working on the dam/spillway and allowed the invoice to be placed aside until that project was completed because of the City's financial situation. The TCEQ has given the City three (3) payment plan options to remedy the debt. This is the last opportunity for the City to remedy this debt. If a payment plan is not chosen and the debt not paid, TCEQ will refer the case to the Attorney General for collections (see latest email correspondence.) Whatever option for repayment is chosen, a budget amendment will be required for the payments.

- \$26,471.00 (24 months) = \$933.37
- \$26,471.00 (36 months) = \$622.25
- \$26,471.00 (48 months) = \$551.48

Justification for Request: Council needs to choose and approve the payment plan for the TCEQ invoice.

Recommended Action/Motion: Motion to approve a payment plan of _____ per month for _____ months to pay the TCEQ Agreed Order invoice from 2009.

Attachments:

- TCEQ Invoice
- TCEQ Agreed Order
- List of Payments by City
- Email by former City Manager
- Email thread between City & TCEQ



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

AUG 25 2020

COMPANY: CITY OF OVERTON
ACCOUNT: 23605096



DETACH BOTTOM PORTION AND RETURN ORIGINAL COUPON WITH PAYMENT

PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23605096	AUG18, 20	0.00	0.00	26,471.00

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
NOV30, 13	WQV0021718	DOCKET# 090452MWDE FY14 ADMIN PENALTY	1,180.00	1,180.00
DEC31, 13	WQV0022142	DOCKET# 090452MWDE FY14 ADMIN PENALTY	1,180.00	2,360.00
JAN31, 14	WQV0022286	DOCKET# 090452MWDE FY14 ADMIN PENALTY	530.00	2,890.00
FEB28, 14	WQV0022499	DOCKET# 090452MWDE FY14 ADMIN PENALTY	1,180.00	4,070.00
MAR31, 15	WQV0024827	DOCKET# 090452MWDE FY15 ADMIN PENALTY	22,401.00	26,471.00



Please return the original coupon with payment. For questions concerning this fee, please call 512-239-0548.

26,471.00

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

AUG18, 20

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
23605096	26,471.00

CHECK HERE IF YOUR ADDRESS HAS CHANGED. PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

CITY OF OVERTON

1200 S COMMERCE ST # D

OVERTON TX 75684-1935

0023605096 0033002 00026471000831200

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 24, 2012

CERTIFIED MAIL

B. J. Potts, City Manager
City of Overton
1200 South Commerce Street
Overton, Texas 75684-1935

RE: City of Overton
TCEQ Docket No. 2009-0452-MWD-E; Permit No. WQ0010242001
Agreed Order Assessing Administrative Penalties and Requiring Certain Action

Enclosed is a copy of an order issued by the Commission.

Questions regarding the order should be directed to the Enforcement Coordinator or the Staff Attorney. If there are questions pertaining to the mailing of the order, then please contact Leslie Gann of the Texas Commission on Environmental Quality's Office of the Chief Clerk (MC 105) at (512) 239-3319.

Sincerely,

A handwritten signature in cursive script that reads "Bridget C. Bohac".

Bridget C. Bohac
Chief Clerk

BCB/lg

Enclosure

cc: Harvey Wilson, Enforcement Coordinator, TCEQ Enforcement Division
Jeffrey Huhn, Staff Attorney, TCEQ Litigation Division
Ross Morgan, Regional Contact, TCEQ Regional Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
CITY OF OVERTON;
RN102096203

§
§
§
§
§

BEFORE THE
TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

AGREED ORDER

DOCKET NO. 2009-0452-MWD-E

At its OCT 17 2012 agenda meeting, the Texas Commission on Environmental Quality ("Commission" or "TCEQ") considered this agreement of the parties (the "Agreed Order"), resolving an enforcement action regarding City of Overton ("Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, represented by the Litigation Division, and Respondent presented this Agreed Order to the Commission.

Respondent understands that it has certain procedural rights at certain points in the enforcement process, including, but not limited to, the right to formal notice of violations, notice of an evidentiary hearing, the right to an evidentiary hearing, and a right to appeal. By entering into this Agreed Order, Respondent agrees to waive all notice and procedural rights.

It is further understood and agreed that this Agreed Order represents the complete and fully-integrated agreement of the parties. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable. The duties and responsibilities imposed by this Agreed Order are binding upon Respondent.

The Commission makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Respondent owns and operates a domestic wastewater treatment system located 2900 feet east of the intersection of Henderson Street and Linda Lane in Overton, Rusk County, Texas (the "Facility"). Respondent has discharged waste from the Facility into or adjacent to any water in the state or committed another act that has caused or will cause pollution of any water in the state under the Texas Water Code.
2. During a record review conducted on January 28, 2009, a TCEQ Central Office investigator documented that Respondent:
 - a. Failed to comply with permit effluent limits for the period November 1, 2007 through October 31, 2008, as depicted in the Effluent Violation Table below:

	Total Suspended Solids max daily average loading 75 lbs	Total Suspended Solids max daily average concentration 15 mg/L	Total Suspended Solids max concentration 40 mg/L	Ammonia Nitrogen max daily average loading 10 lbs	Ammonia Nitrogen max daily average concentration 2 mg/L	Ammonia Nitrogen max concentration 10 mg/L	Dissolved Oxygen minimum concentration 6.0 mg/L	Flow through conduit max daily average 0.6 mgd
Nov. 2007	C	C	C	C	2.21	C	C	C
Dec. 2007	106	22	42	C	C	C	C	C
Mar. 2008	C	C	C	C	C	Not Reported	C	.602
April 2008	C	C	C	C	C	C	C	.639
May 2008	C	C	C	C	C	C	C	.652
July 2008	C	C	C	11.5	C	C	4.0	C
Aug. 2008	C	C	C	26	5.5	C	C	C
Sep. 2008	C	C	C	49.3	9.1	12.9	4.6	C
Oct. 2008	C	C	C	19	4.4	C	C	C
max = maximum lbs = pounds mg/L = milligrams per liter mgd = million gallons per day C = In compliance								

- b. Failed to submit the annual sludge report at the interval specified in the permit. Specifically, Respondent did not submit the annual sludge report for the monitoring period ending July 31, 2008, by September 1, 2008; and
 - c. Failed to timely submit the total ammonia nitrogen daily maximum data for the monitoring period ending March 31, 2008. Specifically, the data was submitted on April 14, 2009.
3. During an investigation conducted on February 17, 2009, a TCEQ Tyler Regional Office Investigator documented that Respondent:
- a. Failed to initiate engineering and financial planning for expansion and/or upgrading of the wastewater treatment and/or collection facilities when the effluent daily average flow measurements reached 75% of the permitted daily average flow limit for three consecutive months. Specifically, the flow at the Facility exceeded 75% of its permitted daily average flow limit of 0.6 million gallons per day in March, April, and May 2008;

- b. Failed to ensure that the Facility and all of its systems of collection, treatment, and disposal are properly operated and maintained. Specifically, one sludge drying bed was out of service, one of the disc rotors in the aeration basin was out of service, and the other disc rotor had three broken disc units thereby reducing the amount of available oxygen;
 - c. Failed to prevent unauthorized discharges from the JRM lift station. Specifically, unauthorized discharges of raw sewage occurred on October 9, 2008, and on February 9, 2009, due to pump failure and grease blockage. On October 9, 2008 the wastewater pooled in a down-stream pasture and a cow and calf became ill from ingesting the wastewater; and
 - d. Failed to report effluent violations which were 40% greater than the permit effluent limitation. Specifically, a noncompliance notification was not submitted for the total suspended solids for December 2007, which exceeded the permitted effluent limitation by more than 40 percent.
4. Respondent received notice of the violations alleged in Findings of Fact Nos. 2.a. through 2.c. on or about April 2, 2009. Respondent received notice of the violations alleged in Findings of Fact Nos. 3.a. through 3.d. on or about April 19, 2009.
5. The Executive Director recognizes that Respondent implemented the following corrective measures at the Facility:
 - a. On March 31, 2009, submitted the annual sludge report for the monitoring period ending July 31, 2008 (Conclusion of Law No. 5); and
 - b. On April 13, 2009, submitted the data for total ammonia nitrogen daily maximum for the monitoring period ending March 31, 2008 (Conclusion of Law No. 6).

CONCLUSIONS OF LAW

1. As evidenced by Finding of Fact No. 1, Respondent is subject to the jurisdiction of the TCEQ pursuant to Tex. Water Code ch. 26 and the rules of the Commission.
2. As evidenced by Findings of Fact No. 2.a., Respondent failed to comply with the permit effluent limits, in violation of TEX. WATER CODE § 26.121(a), 30 TEX. ADMIN. CODE § 305.125(1), and Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0010242001 Effluent Limitations and Monitoring Requirements Nos. 1 and 6.
3. As evidenced by Findings of Fact No. 2.a., Respondent failed to comply with the permit effluent limits, in violation of TEX. WATER CODE § 26.121(a), 30 TEX. ADMIN. CODE § 305.125(1), and TPDES Permit No. WQ0010242001 Effluent Limitations and Monitoring Requirements Nos. 1 and 6.
4. As evidenced by Findings of Fact No. 2.a., Respondent failed to comply with the permit effluent limits, in violation of TEX. WATER CODE § 26.121(a), 30 TEX. ADMIN. CODE § 305.125(1), and TPDES Permit No. WQ0010242001 Effluent Limitations and Monitoring Requirements Nos. 1 and 6.

5. As evidenced by Findings of Fact No. 2.b., Respondent failed to submit the annual sludge report for the monitoring period ending July 31, 2008, in violation of 30 TEX. ADMIN. CODE § 305.125(1), and TPDES Permit No. WQ0010242001 Sludge Provisions.
6. As evidenced by Findings of Fact No 2.c., Respondent failed to timely submit the total ammonia nitrogen daily maximum data for the monitoring period ending March 31, 2008, in violation of 30 TEX. ADMIN. CODE §§ 305.125(17) and 319.1, and TPDES Permit No. WQ0010242001 Monitoring and Reporting Requirements No. 1.
7. As evidenced by Findings of Fact No. 3.a., Respondent failed to initiate engineering and financial planning for expansion and/or upgrading of the wastewater treatment and/or collection facilities when the effluent daily average flow measurements reach 75% of the permitted daily average flow limit for three consecutive months, in violation of 30 TEX. ADMIN. CODE § 305.126(a) and TPDES Permit No. WQ0010242001 Operational Requirements No. 1.
8. As evidenced by Findings of Fact No. 3.b., Respondent failed to ensure that the facility and all of its systems of collection, treatment, and disposal are properly operated and maintained, in violation of 30 TEX. ADMIN. CODE § 305.125(5) and TPDES Permit No. WQ0010242001 Operational Requirements No. 1.
9. As evidenced by Findings of Fact No. 3.c., Respondent failed to prevent unauthorized discharges, in violation of TEX. WATER CODE § 26.121(a) and TPDES Permit No. WQ0010242001 Permit Condition 2.g.
10. As evidenced by Findings of Fact No. 3.d., Respondent failed to report effluent violations which were more than 40 percent greater than the permit effluent limitation, in violation of 30 TEX. ADMIN. CODE § 305.125(1) and TPDES Permit No. WQ0010242001 Monitoring and Reporting Requirements 7.c.
11. Pursuant to TEX. WATER CODE § 7.051, the Commission has the authority to assess an administrative penalty against Respondent for violations of state statutes within the Commission's jurisdiction, for violations of rules adopted under such statutes, or for violations of orders or permits issued under such statutes.
12. An administrative penalty in the amount of forty-two thousand six hundred forty-two dollars (\$42,642.00) is justified by the facts recited in this Agreed Order, and considered in light of the factors set forth in TEX. WATER CODE § 7.053. Respondent paid one thousand three hundred forty-two dollars (\$1,342.00) of the administrative penalty. The remaining amount of forty-one thousand three hundred dollars (\$41,300.00) of the administrative penalty shall be payable in thirty-five (35) monthly payments of one thousand one hundred eighty (\$1,180.00) each. The first monthly payment shall be paid within 30 days after the effective date of this Agreed Order. The subsequent payments shall be paid not later than 30 days following the due date of the previous payment. If Respondent fails to timely and satisfactorily comply with the payment requirements of this Agreed Order, including the payment schedule, the Executive Director may, at his option, accelerate the maturity of the remaining installments, in which event the unpaid balance shall become immediately due and payable without demand or notice. In addition, Respondent's failure to meet

the payment schedule of this Agreed Order constitutes the failure by Respondent to timely and satisfactorily comply with all of the terms of this Agreed Order.

ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. Respondent is assessed an administrative penalty as set forth in Conclusion of Law No. 12, above, for violations of state statutes and rules of the TCEQ. The payment of this administrative penalty and Respondent's compliance with all the terms and conditions set forth in this Agreed Order resolve only the matters set forth by this Agreed Order in this action. The Commission shall not be constrained in any manner from considering or requiring corrective actions or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "Texas Commission on Environmental Quality" and shall be sent with the notation "Re: City of Overton, Docket No. 2009-0452-MWD-E" to:

Financial Administration Division, Revenues Section
Texas Commission on Environmental Quality
Attention: Cashier's Office, MC 214
P.O. Box 13088
Austin, Texas 78711-3088

2. Respondent shall undertake the following technical requirements:
 - a. Within 30 days after the effective date of this Agreed Order, Respondent shall
 - i. Submit the noncompliance notification to TCEQ for the total suspended solids exceedance that occurred in December 2007 (Conclusion of Law No. 10);
 - ii. Remove and properly dispose of any remaining wastewater and all contaminated soil resulting from the October 9, 2008, and the February 9, 2009, discharges (Conclusion of Law No. 9);
 - iii. Remove and properly dispose of excess sludge blankets in both "old" and "new" clarifiers at the Facility (Conclusion of Law No. 8); and
 - iv. Initiate engineering and financial planning for expansion and/or upgrading of the wastewater treatment and/or collection facilities, in compliance with 30 TEX. ADMIN. CODE § 305.126 and TPDES Permit No. WQ0010242001 (Conclusion of Law No. 7).
 - b. Within 90 days after the effective date of this Agreed Order, Respondent shall submit written certification of compliance with the permitted effluent limitations of TPDES Permit No. WQ001022001, including specific corrective actions that were implemented at the Facility to achieve compliance and copies of the most current self-reporting discharge monitoring reports, demonstrating at least three consecutive months of compliance with all permitted effluent limitations. The certification shall be notarized by a State

of Texas Notary Public and include the following certification language.
(Conclusions of Law 2, 3, and 4)

- c. Within 105 days after the effective date of this Agreed Order, Respondent shall submit written certification and detailed supporting documentation, including photographs, receipts, and/or other records, to demonstrate compliance with Ordering Provision Nos. 2.a. through 2.b. The certification shall be notarized by a State of Texas Notary Public and shall include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Respondent shall submit the written certification and copies of documentation necessary to demonstrate compliance with these Ordering Provisions to:

Order Compliance Team
Texas Commission on Environmental Quality
Enforcement Division, MC 149A
P.O. Box 13087
Austin, Texas 78711-3087

and

Noel Luper, Water Section Manager
Texas Commission on Environmental Quality
Tyler Regional Office
2916 Teague Dr.
Tyler, TX 75701-3734

3. All relief not expressly granted in this Agreed Order is denied.
4. The duties and provisions imposed by this Agreed Order shall apply to and be binding upon Respondent. Respondent is ordered to give notice of this Agreed Order to personnel who maintain day-to-day control over the Facility operations referenced in this Agreed Order.
5. If Respondent fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, Respondent's failure to comply is not a violation of this Agreed Order. Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. Respondent shall notify the Executive Director within seven days after Respondent becomes aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.

6. The Executive Director may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by Respondent shall be made in writing to the Executive Director. Extensions are not effective until Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.
7. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that Respondent has not complied with one or more of the terms or conditions in this Agreed Order.
8. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
9. This Agreed Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Agreed Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Agreed Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms "electronic transmission" "owner" "person" "writing" and "written" shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.
10. Pursuant to 30 TEX. ADMIN. CODE § 70.10(b) and TEX. GOV'T CODE § 2001.142, the effective date of this Agreed Order is the date of hand delivery of this Agreed Order to Respondent, or three days after the date on which the Commission mails notice of this Agreed Order to Respondent, whichever is earlier. The Chief Clerk shall provide a copy of this Agreed Order to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Bryan W. Shaw
For the Commission

[Signature]
For the Executive Director

September 17, 2012
Date

I, the undersigned, have read and understand the attached Agreed Order. I represent that I am authorized to agree to the attached Agreed Order on behalf of City of Overton, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions in this order and/or failure to timely pay the penalty amount may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications;
- Referral of this case to the Attorney General's office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the Attorney General's Office of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, I understand that any falsification of any compliance documents may result in criminal prosecution.

John E. Welch
Signature

7-18-12
Date

John E. Welch
Name (Printed or typed)
Authorized representative of
City of Overton

Mayor
Title



15-SEP-20 11:16 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WQ ACT VIOLATIONS (ADMIN. PEN.)	WQV 23605096 CITY OF OVERTON	R031014 090452MWDE OVERTON, CITY OF	12642 080210 ADIENG	 N CK	BS00013106 D0803996	04-AUG-10	-\$1,361.00
	WQV 23605096 CITY OF OVERTON	R314578B OVERTON, CITY OF	13634 011413/PMT RCROWDER	 N CK	BS00026836 D3802156	16-JAN-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R319139A OVERTON, CITY OF	13663 022213/PMT RCROWDER	 N CK	BS00027522 D3802794	26-FEB-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R320902B OVERTON, CITY OF	13693 031213/PMT SPREDEAU	 N CK	BS00027785 D3803072	13-MAR-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R324070A OVERTON, CITY OF	13934 041613/PMT RCROWDER	 N CK	BS00028354 D3803614	18-APR-13	-\$1,180.00



15-SEP-20 11:16 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WQ ACT VIOLATIONS (ADMIN. PEN.)	WQV 23605096 CITY OF OVERTON	R326036A	13955 050713/PMT RCROWDER	N CK	BS00028662 D3803922	09-MAY-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R331055B	14003 062613/PMT RCROWDER	N CK	BS00029539 D3804737	27-JUN-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R332715B	14036 071613/PMT RCROWDER	N CK	BS00029811 D3805011	17-JUL-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R334632A	14060 080813/PMT RCROWDER	N CK	BS00030166 D3805332	12-AUG-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R401552A	14100 091813/PMT SPREDEAU	N CK	BS00030850 D4800257	19-SEP-13	-\$1,180.00



15-SEP-20 11:16 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WQ ACT VIOLATIONS (ADMIN. PEN.)	WQV 23605096 CITY OF OVERTON	R404020A	14143 101613/PMT KFREW	N CK	BS00031304 D4800694	18-OCT-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	R407108A	14164 111313/PMT RCROWDER	N CK	BS00031826 D4801178	14-NOV-13	-\$1,180.00
	WQV 23605096 CITY OF OVERTON	PI00168043 200706 PAM RANEY	582EA000159 828 KFREW	RC IFCE	BS00033966 J4803192	27-FEB-14	-\$650.00
	WQV 23605096 CITY OF OVERTON	LI00087379 27978180 LOCKBOX	13599 TNE MEC	LBOX IFCE	F6042232 F6042232	13-DEC-12	-\$1,180.00
						Total (Fee Code):	-\$16,171.00
						Grand Total:	-\$16,171.00

Brenda Loggins

From: Charles Cunningham <ccunningham@ci.overton.tx.us>
Sent: Friday, October 23, 2015 8:52 AM
To: Brenda Loggins
Cc: PamelaKRaney@aol.com; 'Paul Everett'
Subject: Request for extension of pay paying Agreed Order 2009-1689-MWD-E

Ms. Loggins,

Thank you for contacting me regarding the payment schedule for the City of Overton under Agreed Order 2009-1689-MWD-E. As mentioned in our telephone conversation, the City was hit relatively hard this last spring with a number of unanticipated expenses related to the burden placed on our wastewater system due to the heavy amount of rain received. This put an extraordinary drain on our finances and I would like it to be noted that we spent \$95,000 of borrowed funds from OMDD to fix 1,400 ft of 10" sewer line (it was upgraded to a 15" line) that was in danger of failing. The financing and commencement of work was done within five days, to avoid what would have been a sizeable spill. We also spent over \$105,000 on purchase of new pumps and pumping charges at the prison lift station between April and May to prevent another major violation. We are seeking reimbursement from the prison for most of these costs but will not settle this dispute for a few more month.

Based on these circumstances, it is respectfully requested that re-initiation of the pay plan be delayed until January 2016, so that we may have time to resolve the issue with the prison and work on getting our audits caught up so that we can re-schedule our debt. This latter action should allow us to be in a better position to fund payment of the interest and penalties that resulted from the Agreed Order.

Thank you in advance for any consideration you could give to this request.

Best Regards,

Charles L. Cunningham
City Manager
Overton, Texas

903-834-3171
903-424-9895 cell

Because of how old this is we cannot offer a payment plan, so I have attached an invoice and ACH/WIRE instructions if you choose to pay that way. Let me know if you have any other questions.

Thank you,

Zaynah Thomas

From: Rachel Gafford <rgafford@cityofoverton.com>
Sent: Tuesday, September 15, 2020 8:49 AM
To: Revenue; email account <revenue@tceq.texas.gov>
Cc: AAWS, Inc. <awwsinc@gmail.com>; Clyde Carter <ccarter@cityofoverton.com>
Subject: 090452MWDE FY14 & FY15

TCEQ,

The City has received the attached invoice for penalties from 2014 and 2015. We need clarification of what these fines are for. Could you please send us an explanation. No one from the Finance Department or the City Manager are still here from that time period.

Rachél Gafford, TRMC

City of Overton
City Secretary | HR & Payroll Coordinator
Cemetery Administrator | Community Development Coordinator
Office: 903-834-3171 ext. 235 | Fax: 903-834-3174
rgafford@cityofoverton.com
www.cityofoverton.com

1st
email

Unfortunately, the City is not in the financial shape to make a full payment at this time. It appears we are finding out about issues current staff knew nothing about. Is there a process to request an exception for monthly payments? Also, the letter states the City was fined over \$40k, but our current invoice is only \$26k. Can you give me a printout of the payments or something that shows the reduction? We have been through two or three city managers since this first began and I apologize for their past performance but this isn't the only item that Mr. B.J. Potts got us into trouble with. Yet, this man is currently a city manager out in west Texas. Anything you can do to help us will be greatly appreciated. We are now blessed to have a knowledgeable and experienced staff.

Thank you,

From: Rachel Gafford <rgafford@cityofoverton.com>
Sent: Tuesday, September 15, 2020 10:28 AM
To: Wendy Bates <wbates@cityofoverton.com>; Sherry Roberts <sroberts@cityofoverton.com>; Clyde Carter <ccarter@cityofoverton.com>; Josh Stuart <jestuart@cityofoverton.com>; Dillon Roach <droach@cityofoverton.com>
Subject: Fwd: 090452MWDE FY14 & FY15

FYI,

This is from TCEQ no payment plan allowed. We do owe this fine it's from 2009.

Not sure but it looks like it may be on Water? Josh help?

Rachél Gafford, TRMC
City of Overton
City Secretary / Community Development Coordinator
HR/Payroll Coordinator / Cemetery Administrator
(903) 834-3171 x 235

----- Forwarded message -----

From: AcctRec <AcctRec@tceq.texas.gov>
Date: Tue, Sep 15, 2020 at 10:17 AM
Subject: RE: 090452MWDE FY14 & FY15
To: Rachel Gafford <rgafford@cityofoverton.com>
Cc: AWWWS, Inc. <awwsinc@gmail.com>, Revenue; email account <revenue@tceq.texas.gov>, Clyde Carter <ccarter@cityofoverton.com>

Good morning Rachel,

I have attached the order, it breaks down the findings for the penalty.

3rd
email

2nd
email

received any other correspondence that we are aware of in years. The finance director that I am following is remaining with us part time and has been here since 2017 and this is the first she AND the current city secretary has even heard of this amount due. We do want to remedy this issue; however, we have a minimal fund balance and a very tight cash flow. We would really appreciate it if the TCEQ would be willing to work with the current staff in remedying this issue. While we understand the city defaulted on these payments back in 2013, we have no idea the reason for it. These payments stopped before Joe and Pam left and before this meeting – which probably is what triggered the meeting. Just curious - why hasn't anyone from TCEQ followed up before now? We even renewed our wwtp permit in 2015 and this did not get brought up.

5th
From: AcctRec <AcctRec@tceq.texas.gov>
Sent: Tuesday, September 15, 2020 11:47 AM
To: Sherry Roberts <sroberts@cityofoverton.com>; Rachel Gafford <rgafford@cityofoverton.com>
Cc: Clyde Carter <ccarter@cityofoverton.com>
Subject: RE: 090452MWDE FY14 & FY15

After speaking to my boss and reviewing the notes from 2014 & 2015 we are not sure we can give a payment plan. We had this same issue in 2014 and we reissued a payment plan in 2015, see note below:

“ PER MEETING ON FEB 5, 2014 W/ LYNLEY DOYEN, WARREN SAMUELSON, AND CITY OFFICIALS JOE CANTU AND PAM (CITY SECRETARY), TCEQ HAS AGREED TO MOVE ENOUGH MONEY FROM ACCT#23605096 TO PAY ACCOUNT 23605223 IN FULL AND PLACE ACCOUNT 23605096 ON HOLD AND SUSPEND THE PAYMENT PLAN UNTIL APRIL 2015 AT WHICH TIME WE WILL READDRESS THE FINANCIAL STATUS OF THE CITY. THE PAYMENT PLAN IN CCEDS HAS BEEN ACCELERATED BY \$22,401 LEAVING THE BALANCE DUE AT THE TIME OF APRIL 1, 2015 AS \$26,471 AND A NEW PAYMENT PLAN WILL NEED TO BE ADDRESSED WITH THE CITY.”

Do you have an amount of what the City of Overton can afford at this time? Once I receive your response we will decide what can be done.

Thank you,

Zaynah Thomas

4th
From: Sherry Roberts <sroberts@cityofoverton.com>
Sent: Tuesday, September 15, 2020 10:55 AM
To: Rachel Gafford <rgafford@cityofoverton.com>; AcctRec <AcctRec@tceq.texas.gov>
Cc: Clyde Carter <ccarter@cityofoverton.com>
Subject: RE: 090452MWDE FY14 & FY15

Ms. Thomas,

Cc: Clyde Carter <ccarter@cityofoverton.com>, Rachel Gafford <rgafford@ci.overton.tx.us>, Wendy Bates <wbates@cityofoverton.com>, Brenda Loggins <Brenda.Loggins@tceq.texas.gov>
Subject: RE: 090452MWDE FY14 & FY15

I have attached our response sent on 9/15/2020.

Thank you,

Zaynah Thomas

7th
From: Sherry Roberts <sroberts@cityofoverton.com>
Sent: Wednesday, September 23, 2020 5:43 PM
To: AcctRec <AcctRec@tceq.texas.gov>
Cc: Clyde Carter <ccarter@cityofoverton.com>; Rachel Gafford <rgafford@ci.overton.tx.us>; Wendy Bates <wbates@cityofoverton.com>
Subject: FW: 090452MWDE FY14 & FY15

Good evening.

I am following up on the email below. I have not received an answer as to why this old invoice from 2009 is just now being sent to us when no current staff here has ever seen or known about these fines. I have requested a payment plan and you stated your supervisor said no. Is there any way possible that he/she would reconsider? If not, what are the penalties of not paying this invoice? Is the invoice accruing any penalties or interest? Please know that I am not exaggerating when I tell you that we have no fund balance and a serious cash flow issue handed down to us by previous staff. Until something is paid off, Council will not approve a loan for this type of expense.

Thank you,

6th
From: Sherry Roberts <sroberts@cityofoverton.com>
Sent: Tuesday, September 15, 2020 12:04 PM
To: 'AcctRec' <AcctRec@tceq.texas.gov>; Rachel Gafford <rgafford@cityofoverton.com>
Cc: Clyde Carter <ccarter@cityofoverton.com>; 'Blake Thompson' <blake@themannfirm.com>
Subject: RE: 090452MWDE FY14 & FY15

This is something that will need Council interaction. Obviously, Joe and Pam (who was never the city secretary – she was the finance director, but did fill in when the previous city secretary was ill and eventually died) are no longer here. The current city secretary has been here since 4/21/2014 and the city manager that followed Joe was hired on 4/7/14, which was just a couple of months after this meeting. Neither Joe or Pam communicated to their successors information about this meeting. We also have not

10th
From: Brenda Loggins <Brenda.Loggins@tceq.texas.gov>
Sent: Thursday, October 8, 2020 9:37 AM
To: Sherry Roberts <sroberts@cityofoverton.com>; AcctRec <AcctRec@tceq.texas.gov>
Cc: Clyde Carter <ccarter@cityofoverton.com>; Rachel Gafford <rgafford@ci.overton.tx.us>; Wendy Bates <wbates@cityofoverton.com>
Subject: RE: 090452MWDE FY14 & FY15

Hi Ms. Roberts, I still have not heard from you on the status of payment of this penalty. Please let me know what your intentions are for paying this debt.

Thank you,

Brenda Loggins

Supervisor, Revenue Operations
Texas Commission on Environmental Quality
(512)239-5136

9th
From: Sherry Roberts <sroberts@cityofoverton.com>
Sent: Thursday, September 24, 2020 9:59 AM
To: AcctRec <AcctRec@tceq.texas.gov>
Cc: Clyde Carter <ccarter@cityofoverton.com>; Rachel Gafford <rgafford@ci.overton.tx.us>; Wendy Bates <wbates@cityofoverton.com>; Brenda Loggins <Brenda.Loggins@tceq.texas.gov>
Subject: RE: 090452MWDE FY14 & FY15

I must have overlooked this email on 9/15. Thank you! I'm off until Monday. I will be getting back to you.

Thank you,

Sherry Roberts, MPA, CPM
Finance Director
City of Overton
Office: 903-834-3171 Fax: (903) 834-3174
sroberts@cityofoverton.com

8th
----- Original message -----

From: AcctRec <AcctRec@tceq.texas.gov>
Date: 9/24/20 9:51 AM (GMT-06:00)
To: Sherry Roberts <sroberts@cityofoverton.com>

Thank you,

13th

Sherry Roberts

9:56 AM (6 hours ago)

to Brenda, me, Wendy, Clyde, C.R.

This will be perfect to give to my Council for options. Thank you so much!

12th

From: Brenda Loggins <Brenda.Loggins@tceq.texas.gov>

Sent: Thursday, October 8, 2020 9:55 AM

To: Sherry Roberts <sroberts@cityofoverton.com>

Subject: RE: 090452MWDE FY14 & FY15 TCEQ Invoice

I understand. The payments do not have to stay that amount – we can restructure to 24, 36 or 48 months. It is up to you.

\$26,471.00 (24 months) = \$933.37

\$26,471.00 (36 months) = \$622.25

\$26,471.00 (48 months) = \$551.48

Let me know if you need anything.

Sherry Roberts

9:45 AM (6 hours ago)

11th

to Brenda, AcctRec, Clyde, Rachel, Wendy, C.R.

Ms. Loggins,

I have this issue added to our October 15th city council meeting. We have no fund balance and a \$10,000 net gain for the FY 20/21 budget. If we were to pick up the monthly payments as it were before when previous staff discontinued payments – a) we would need a budget amendment for the annual amount of payments; and b) we would need to find an additional revenue source for that amendment because legally you cannot adopt a deficit budget (meaning a budget where expenses exceed expected revenue and there is no fund balance).

Please remember that no one on current staff or city council was aware of this amount owed to TCEQ until just a couple of weeks ago.

My question is if we were to resume payments, would it be at the same amount as before?

Thank you,

RE: 090452MWDE FY14 & FY15 TCEQ Invoice

Inbox

Thank you, Brenda. I will be certain to communicate this to my Council.

Sherry Roberts

From: Brenda Loggins <Brenda.Loggins@tceq.texas.gov>

Sent: Tuesday, October 13, 2020 10:52 AM

To: Sherry Roberts <sroberts@cityofoverton.com>

Subject: RE: 090452MWDE FY14 & FY15 TCEQ Invoice

Good morning Sherry, if the account does not get paid, we refer the case to the Office of the Attorney General for collections which could lead to an additional lawsuit. Also, the city will be placed on warrant hold with the Comptroller which means all tax revenue, etc. that the City would get from the State will be held from the City and sent to TCEQ until the debt is paid in full. All permits that need renewal or applications presented will be held and will not be completed. This just opens the City up to more enforcement actions because in essence, they will be operating with. It is imperative that we get the City back on track and get this problem behind them. We have worked tirelessly to try and help the Mayor get this issue resolved and this is the last opportunity for this to happen before the case is referred to the OAG.

Please let me know if you have any other questions, and I appreciate your questions and concerns on this.

Thank you,

Brenda

From: Sherry Roberts <sroberts@cityofoverton.com>

Sent: Tuesday, October 13, 2020 10:32 AM

To: Brenda Loggins <Brenda.Loggins@tceq.texas.gov>

Subject: RE: 090452MWDE FY14 & FY15 TCEQ Invoice

Brenda,

I'm preparing the Council packets for Thursday's meeting. I know they will make a choice of the three options you gave us, but what do I tell them if someone asks what the ramifications are if this invoice goes unpaid? I'm not saying anyone will, but I try to anticipate any questions that might arise and try to have the answers beforehand. As hard as I try, someone always seems to have a question that I could have never anticipated!

16th
+ last
email

15th

14th

AGENDA ITEM

F.4

Discuss and possible action to reopen the Overton Community Building at 75% occupancy.

AGENDA ITEM

F.5

Discuss and possible action to approve the Affordable Small-Dollar Loan Program for employees by the East Texas Council of Governments.

City Council

Staff Agenda Report

Agenda Item: F.5

Agenda Item: Discuss and possible action to approve the Affordable Small-Dollar Loan Program for employees by the East Texas Council of Governments.	
Meeting Date: October 19, 2020	Financial Considerations: None.
Presenter(s): Sherry Roberts, Finance Director	Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

Prior Council Action: None

Background Information: The East Texas Council of Governments (ETCOG) offers an *Affordable Small-Dollar Loan Program* for the employees of their member cities. There is a flyer attached that details the program for the employees. There is no cost to the City. The City deducts the employees' payment from their check and the Program auto-drafts the payment from the City's bank account. The Community Loan Center gets the employee's bank account information and approval to draft their bank account during the setup process in case of termination during the payback period. While the interest to the employee is relatively high at 18%, it is still a lower interest rate than obtaining a payday loan for emergencies.

Justification for Request: To add an extra benefit for our employees that is at no cost to the City.

Recommended Action/Motion: Motion to approve the Affordable Small-Dollar Loan Program for employees by the East Texas Council of Governments.

Attachments:

Affordable Small-Dollar Loan Program Flyer

Employer Memorandum of Understanding



Employer-based, online, Small-Dollar loan Program

Features:

- Up to \$1,000 loan
- 18% interest with up to 12 months to repay
- \$20 per loan processing fee
- Employees apply online anytime with fully automated system
- No direct cost or risk to employers
- Free financial counseling available to borrowers (not mandatory)

Benefits to Employers:

1. Attractive and innovative employee benefit
2. Can help increase employee retention
3. Can help boost employee morale
4. Reduces costs of paycheck advances and loans to employees
5. Reduces HR costs of time spent on calls from employees' payday lenders, bill collectors, etc.
6. Reduces cost of employee financial stress with resulting sick leave and absenteeism
7. Reduces costs of employee time spent dealing with their financial problems at work (estimated to cost \$1,540/employee/year)
8. Automated loan program is easy to administer and requires very little staff time

Benefits to Employees:

1. Inexpensive loans-18% interest instead of 600%
2. Loan proceeds transferred directly into employee's bank account
3. Loans can be used for any purpose-including to pay off payday loans
4. Longer term-12 months to repay loan with no prepayment penalty
5. Low, affordable payments through convenient payroll deduction
6. User-friendly online loan application with quick loan processing
7. Easy approval-no credit checks and no collateral
8. Loan funds transferred directly into employee bank account



EMPLOYER MEMORANDUM OF UNDERSTANDING

This Employer Memorandum of Understanding ("**MOU**"), dated and effective OCTOBER 19, 2020 is an alliance between the Community Loan Center of East Texas (Local Lender), and CITY OF OVERTON (Employer) (collectively, the "**Parties**").

I. MISSION

Local Lender's mission is, in whole or in part, to provide financial products and services to the borrowers in the area of consumer lending and financial literacy education. As part of this mission, Local Lender is engaged in the Community Loan Center Affordable Small Dollar Loans Program (the "**Program**") to provide a lower-cost alternative to high cost payday loans, auto title loans, pawn shops, signature loan outlets and other expensive small loans.

Together, the Parties enter into this MOU to offer the Program to Employer's qualified employees.

II. PURPOSE AND SCOPE

The purpose of the MOU is to create a framework of cooperation between Local Lender and Employer to collaborate on this mutually beneficial Program, including setting up, monitoring and evaluation, and providing technical assistance in accessing required information related to the Program. Through these activities the Parties will give qualified employees the opportunity to participate in the Program with equal access.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

LOCAL LENDER:

Contact: Lisa Smith
Address: 3800 Stone Road Kilgore, TX. 75662
Phone: 903/218-6467
Email: lisa.smith@etcog.org

EMPLOYER:

Contact: CITY OF OVERTON
Address: 1200 S. Commerce St. Overton, TX 75684
Phone: 903-834-3171
Email: cityadmin@cityofoverton.com

A. Employer's Responsibilities:

1. Employer shall provide timely employment verification for employees who apply for a loan.
2. Employer shall set up payroll deduction for each employee that has elected such option in the loan application process for the repayment of the loans funded pursuant to the Program (See Exhibit A: Copy of Consent to Payroll Deduction).
3. Employer shall promptly notify all eligible employees that the Program is available to employees along with information on how to apply for a loan as described in Section 8 below.
4. Employer shall promptly add the Program to the Employer's customary descriptions of employee benefits.
5. Employer is encouraged to support the Program by representing the mission and goals of the Program at professional meetings and among other businesses in the area.
6. Upon request and within reason, Employer will be encouraged to share their experiences with the Program to other potential employers, media, or other interested third parties.
7. Other participating employers have found that the Program provides them a competitive advantage in recruiting and retaining employees. These employers have realized the value of notifying their new and existing employees about the availability of the Program through a variety of different ways, such as:
 - Employee Benefits website with a link to Program website to apply for a loan
 - Employee benefits literature (provided by the local lender)
 - Employee Intranet with a link to Program website to apply for a loan
 - Employee emails with a link to Program website to apply for a loan
 - Employee newsletters
 - Program posters in employee breakroom (provided by the local lender)
 - Program literature in the HR department employee information rack (provided by lender)
 - Program 'Benefits Card'(provided by the local lender)

8. In the space below, each new Employer will please describe the steps you will take to get the word out to all of your eligible employees about the availability of the Community Loan Center loan program:

LIST OF TASKS TO NOTIFY EMPLOYEES ABOUT THE CLC PROGRAM:

<u>TASK</u>	<u>WHO</u>	<u>WHEN</u>	<u>MATERIALS NEEDED</u>
Email	Sherry	After approval	na
Page-Text	Dispatch	After approval	na
Flyers	Sherry	After approval	Flyer copies
<u>Open Enrollment ETCOG August</u>			

B. Local Lender's Responsibilities:

1. Local Lender shall make an initial presentation to employees about the Program at Employer's place of work.
2. Local Lender shall provide assistance setting up, monitoring, and evaluating the Program through the Program's software products and support.
3. Local Lender shall provide technical assistance in accessing required information related to the Program.

C. Both Parties Agree to the Following:

1. Initial meetings will be held between Parties to review implementation of this agreement and to establish policy directives as appropriate.
2. Parties agree that the Employer will not be financially responsible for the repayment of any loan made by Local Lender to Employer's employees.
3. Parties agree that the Employer will not be a beneficiary, nor profit directly or indirectly from the loan payments deducted from employee's payroll and transferred to Local Lender.
4. Parties agree not to share employee information with unaffiliated third parties.
5. Confidentiality: Parties agree not to use or release any reports, data, or other information identifying applicants or persons, except with the prior written approval of such applicant or person served and in accordance with the consumer rules and regulations and where applicable, federal and state laws and regulations. Such information shall be used only to assure proper administration, planning, coordination and monitoring of performance under this Agreement.
6. Parties agree that the MoU may be amended on the initiative of either the Local Lender or the Employer by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

IV. COST ALLOCATION/RESOURCE SHARING

Local Lender will be responsible for preparation of the loan documents and for administrative and overhead expenses incurred by Local Lender. Local Lender shall be responsible for submitting all necessary progress reports to its Board of Directors or other governing body and shall track all expenditures, for provision of the necessary checks and balances.

V. TERMS OF UNDERSTANDING

This MOU may be reviewed at any time to ensure that it is fulfilling its purpose.

VI. MODIFICATION/TERMINATION

This MOU constitutes an agreement between the parties hereto. This MOU may be modified only by mutual written consent of the parties, pursuant to the issuance of a written amendment, signed and dated by the parties.

Either party to this MOU may terminate its participation in this MOU by providing at least 30 days' prior written notice of intent to terminate. In such case, termination by one or more of the parties to this MOU does not alter any surviving terms or obligations of the other party to this MOU.

VII. DISCLAIMER

Employer shall not be deemed an agent of Local Lender, and there is no joint venture formed between Local Lender and Employer.

VIII. AUTHORIZATION

On behalf of the organization I represent, I wish to sign this MOU and contribute to the further development of the Program.

LOCAL LENDER:

Signature of Local Lender's Representative

Date

Printed Name

Title

EMPLOYER:

CITY OF OVERTON

Signature of Employer's Representative

October 19, 2020

Date

C.R. EVANS, JR

Printed Name

MAYOR

Title

AGENDA ITEM

G.

FUTURE MEETINGS

AGENDA ITEM

G.1

Present revised meeting and events schedule.

AGENDA ITEM

G.2

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

AGENDA ITEM

H.

CITY ADMINISTRATION'S MONTHLY REPORTS

City Council to hear and act if necessary, on the following items

1. Administration Monthly Reports

- a. City Manager's Monthly Report (will be a handout)**
- b. Police Department Report**
- c. Code Compliance / Enforcement Report**
- d. Public Works & Utilities Department Report
(will be a handout)**

2. Finance Monthly Reports

- a. Finance Director's Monthly Report**
- b. Expense Approval Report**
- c. Monthly Bank Statement**
- d. OEDC Expenditures over \$50K**

AGENDA ITEM

H.1.a.

City Manager's Monthly Report

(will be a handout at meeting)

AGENDA ITEM

H.1.b.

Police Department Monthly Report

Event Activity Analysis by Day



Date Reported: 09/01/2020 - 09/30/2020

OVERTON POLICE DEPARTMENT

1200 S COMMERCE
OVERTON, TX 75684
903-834-3145
903-834-3216 FAX

Classification	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals
ANIMAL PROBLEM	0	0	0	0	1	1	0	2
Animal Attack	0	0	0	0	0	1	0	1
ASSAULT	0	0	0	1	1	1	0	3
Simple Assault	0	0	0	0	0	1	0	1
	0	0	0	1	1	0	0	2
CONTROLLED SUBSTANCE	0	0	0	0	0	0	1	1
Other Controlled Substances	0	0	0	0	0	0	1	1
DEATH	0	0	0	0	0	1	0	1
Unattended Death	0	0	0	0	0	1	0	1
DRUNKENNESS	1	0	0	0	0	0	0	1
Drunkenness	1	0	0	0	0	0	0	1
FRAUD	0	0	0	1	1	0	0	2
Fraud, Illegal Use Credit Cards	0	0	0	1	0	0	0	1
Identity Theft	0	0	0	0	1	0	0	1
ORDINANCE VIOLATION	0	1	0	0	0	0	0	1
	0	1	0	0	0	0	0	1
PROPERTY CRIMES	0	0	0	1	0	0	0	1
Property Crimes	0	0	0	1	0	0	0	1
PUBLIC SERVICE	0	0	0	0	0	1	0	1
Other Public Service	0	0	0	0	0	1	0	1
SUSPICIOUS	0	0	0	0	1	0	0	1
Suspicious Activity	0	0	0	0	1	0	0	1
TRAFFIC (CRIMINAL VIOLATION)	2	1	0	0	1	0	0	4
	0	0	0	0	1	0	0	1
Criminal Traffic Violation	2	1	0	0	0	0	0	3
TRAFFIC ACCIDENT	0	0	1	0	0	0	0	1
Hit/Run, Vehicle Damg	0	0	1	0	0	0	0	1
Total Events	3	2	1	3	5	4	1	19
Total Citation Violations:	23	7	7	15	18	7	9	86
Total Citations:	29	11	14	15	16	11	15	111

POLICE REPORT

SEPTEMBER

Arrests

Arthur Mumphrey	Driving While Intoxicated 3 rd or More	(Felony)
Stephon Gipson	Possession of Marijauana < 2 ounces	
Ashli Ragan	Possession of Marijauana < 2 ounces Tampering with Physical Evidence	
Kasey McClendon	Driving While Intoxicated Unlawful Carrying Weapon	
Menetta Wofford	Possession of Marijauana < 2 ounces	
Nicholas Barajas	Possession Cont Substance > 4g < 200g Unlawful Posession Firearm by Felon x 2 Theft of Firearm	(Felony) (Felony) (Felony)

Capt. G. Wallace



AGENDA ITEM

H.1.c.

Code Compliance / Enforcement Report

Code Violation Monthly Report
Janice Bagley, Code Enforcement Officer

Monthly Totals:	
New Cases:	0
Pending Cases:	13
Closed Cases:	3

Disposition Status Types	
Reinspected	Citation Issued
Non-Compliance	Court Date Set
Violation Abated	Case Dismissed
Nuisance Abated	Case Pending

Case #	Violation Date	Property Address or Location	Violation	Disposition Status	Disposition Date	Attached Photos	Court Date	Warrant Issued
200193	8/9/2020	111 E. Short Stree	73.01 Growth Limitation	Nuisance Abated-Case Pending- extention granted	9/5/2020	No	No	No
200201	8/9/2020	514 E. Henderson Street	73.01 Growth Limitation	Nuisance Abated-Case Dismissed	8/22/2020	No	No	No
200195	8/9/2020	710 N. Warren Street	73..01 Growth Limitation	Nuisance Abated-Case Dismissed	8/22/2020	No	No	No
200194	8/9/2020	704 N Warren Street	73.01 Growth Limitation	Nuisance Abated-Case Dismissed	8/22/2020	No	No	No
200113	4/16/2020	722 S. Front Street	73.01 Growth Limitation	Nuisance Abated-Case Pending	5/23/2020	No	No	No
200023	1/17/2020	205 N. Holland Stret	75.10 Prsence of Junked Vehicles Doomed Public Nuisance	Non-compliance/citation issued 02/02/2020 Court date Rescheduled for 07/15/2020 @ 13:30 p.m.	1/31/2020	No	Yes-03/18/2020	No
200024	1/17/2020	1006 E. Henderson Stree	74.11 Accumulation of Trash	Non-compliance/citation issued 02/02/2020 Court date Rescheduled for 07/15/2020 at 13:30 p.m.	1/31/2020	No	Yes-03/18/2020	No
190320	12/30/2019	201 N. Darnell	74.11 Accumulation of Trash, Etc. Property	Non-compliance/Reinspected Citation Issued 02/20/2020 Court date is 07/15/2020	2/20/2020	No	Yes-03/18/2020	No
190257	10/13/2019	502 S. Front Street	Growth Limitation	Respected on June 15, 2020 in compliance but after the scheduled date	10/26/2019	No	Yes-04/15/2020	No
190254	10/13/2019	108 Hwy 323 E.	Growth Limitation and Unsafe Building Defined & Prohibited	Reinspected Non-Compliance Citation Issued	10/26/2019	NO	Pending	No
190213	8/30/2019	1203 E. Price Lane	Unsafe Building Defined & Prohibited	Reinspected Non-Compliance Citation Issued-COURT DATE WAS RESCHEDULED	9/10/2019	NO	Pending	No
190261	10/13/2019	1316 S. Front	Growth Limitation and Unsafe Building Defined & Prohibited	Reinspected Non-Compliance Citation Issued/ COURT DATE RESCHEDULE for 07/15/2020 @ 13:00 p.m.	10/26/2019	NO	Pending	Sending to different address
190259	10/13/2019	502 S Williams Street	Growth Limitation and Unsafe Building Defined & Prohibited	Non-compliance and no one wants to claim the property	10/26/2019 & 02/06/2020	No	Pending	PENDING

Case #	Violation Date	Property Address or Location	Violation	Disposition Status	Disposition Date	Attached Photos	Court Date	Warrant Issued
190191	9/10/2019	1308 E. Henderson Street	Chapter 73.01- Growth Limitation	Resinspected Non-compliance citation issued	10/3/2019	No	Pending	No summons returned
190222	9/10/2019	701 N. Motley	Chapter 73.09- Objects in the visibility triangle or ROW	Resinspected Non-compliance citation issued	10/3/2019	No	Summons returned	Summons returned
190197	8/18/2019	227 Jessie Thompson Road	Chapter 73.01- Growth Limitation Chapter 74.11 - Accumulation of Downed Timber & Chapter 75.10 - Presence of Junked Vehicles	Reinspected Non-Compliance Citation Issued/COURT DATE RESCHEDULED for 07/15/2020 @ 13:00 p.m.	9/4/2019	No	Pending	Pending
N/A	7/6/2019	204 N. Commerce Street	Chapter 90.70 - Building Defined and Prohibited	Pending Citation Issued New letter sent 2/6/2020	Pending	No	Pending	Pending

AGENDA ITEM

H.1.d.

Public Works & Utilities Department Report

(will be a handout at meeting)

AGENDA ITEM

H.2.a.

Finance Director's Report

Finance Director's Monthly Report

Council Meeting – 10/15/20

Item#: I.2.a.

Discussion:

- Financial Statement Update
 - There is no financial statement update available this month.
- Bookkeeping/Audit Update
 - Staff is gathering additional information requested by the external bookkeeper. Due to the untimely passing of City Secretary Rachél Gafford, staff duties are unknown as of this document creation; therefore, I am unsure as to when the financial statements will be sent to the auditor for FY 15/16.
- OEDC Payments
 - Staff made the first transfer of \$9,000 to OEDC for monthly sales tax and \$4,217.53 for the first monthly payment out of twelve (12) for the promissory note on October 14, 2020.
- Incode Implementation
 - Utility billing is now live in Incode as well as Municipal Court.
- Sales Tax Report
 - Combined sales tax for the City & EDC for September 2020 was \$30,398.68 which was an \$893.80 (or 3.03%) increase over September 2019.
 - Combined sales tax for the City & EDC for October 2020 was \$26715.37 which was an \$8,220.43 (or 44.45%) increase over October 2019.
- This is the last month for the backhoe payment which is \$2,656.12.

City of Overton

Payments made with short-term loan

Short-term Loan	50,000.00	
Payroll	(22,714.25)	
Payroll Taxes	(7,669.00)	
Republic Services	(6,747.86)	1/2 payment
TXU Energy	(12,291.97)	
K. Darden Lawn Care	(890.00)	
Balance	(313.08)	

City of Overton General Fund - Sales Tax Collection History - Projection

	Oct	Nov	Dec	January	February	March	April	May	June	July	Aug	Sept	Total
FY 2004	12,188.53	16,369.51	9,808.51	9,507.39	12,328.88	10,672.37	7,280.56	14,096.49	9,429.75	9,049.90	14,857.80	8,279.18	133,869
FY 2005	10,216.54	14,531.97	8,668.84	8,141.48	14,693.73	9,073.33	8,631.06	16,855.12	7,732.93	11,712.58	15,363.74	8,732.08	134,353
FY 2006	11,108.21	15,012.19	12,105.36	13,118.99	15,449.72	12,374.52	10,354.02	17,474.92	10,929.99	12,613.88	17,548.37	11,134.46	159,225
FY 2007	13,052.60	20,939.56	11,691.60	12,303.74	17,639.63	11,609.22	12,541.31	17,807.81	13,194.37	10,957.52	16,594.38	11,387.42	169,719
FY 2008	12,608.29	19,402.11	12,446.65	17,189.08	20,042.55	13,935.00	15,723.47	22,012.90	14,784.30	16,390.06	22,814.28	21,370.98	208,720
FY 2009	16,814.97	24,828.46	16,847.46	16,379.30	22,893.04	18,499.05	14,539.14	20,895.15	15,697.48	15,031.99	35,875.06	17,169.55	235,471
FY 2010	17,234.10	15,289.90	15,639.70	9,765.37	15,912.37	11,478.65	11,897.61	20,633.88	14,050.54	13,148.05	19,657.81	12,871.50	177,579
FY 2011	12,616.19	17,975.81	13,649.71	11,464.47	18,477.92	16,090.75	12,970.26	21,147.59	16,170.42	13,147.98	19,314.09	13,978.88	187,004
FY 2012	14,199.98	20,022.28	13,638.52	13,321.61	20,865.81	13,322.28	13,536.01	16,603.94	13,101.18	14,027.12	18,847.10	13,724.28	185,210
FY 2013	14,353.41	19,785.10	15,011.35	16,274.30	19,584.77	14,442.52	16,601.93	19,531.17	15,527.25	16,505.45	21,515.04	15,421.39	204,554
FY 2014	17,600.23	20,129.48	18,723.82	16,219.36	25,363.52	13,808.70	16,098.76	24,769.23	16,530.24	20,482.04	20,482.04	17,321.39	227,529
FY 2015	17,202.61	20,374.55	17,277.22	14,644.62	22,827.32	14,172.80	16,421.42	22,295.18	19,692.13	15,299.70	22,283.72	16,056.95	218,548
FY 2016	17,496.12	22,079.04	17,598.50	14,011.72	22,457.22	12,786.91	13,289.39	19,532.71	13,285.45	13,572.27	20,803.70	15,103.10	202,016
FY 2017	16,561.31	19,517.42	14,296.32	13,975.47	19,289.21	14,353.29	16,447.11	20,620.35	13,067.42	16,214.86	18,212.02	12,469.21	195,024
FY 2018	18,803.60	17,466.84	13,401.83	16,822.00	19,021.73	15,453.41	17,300.36	19,265.42	14,224.56	18,562.80	17,654.96	10,888.68	198,866
FY 2019	14,496.26	22,415.79	14,667.92	18,725.45	22,403.94	16,491.11	18,629.37	19,675.76	19,208.22	19,046.38	19,576.49	19,669.93	225,007
Est. FY 2020	12,329.97	19,649.97	20,562.88	16,496.25	23,681.52	17,500.95	14,894.15	19,835.02	19,480.60	19,980.26	22,159.03	20,265.80	226,836
% Diff Est/Act	-14.94%	-12.34%	40.19%	-11.90%	5.70%	6.12%	-20.05%	0.81%	1.42%	4.90%	13.19%	3.03%	0.81%
\$ Diff Est Act	(2,166.29)	(2,765.82)	5,894.96	(2,229.19)	1,277.57	1,009.84	(3,735.22)	159.26	272.38	933.87	2,582.54	595.87	1,829.77

Sum of City and OEDC - Sales Tax Collection History - Projection

	Oct	Nov	Dec	January	February	March	April	May	June	July	Aug	Sept	Total
FY 2004	18,191.83	24,432.10	14,639.57	14,190.14	18,401.31	15,928.91	10,866.50	21,039.54	14,074.25	13,507.31	22,175.82	12,356.98	199,804
FY 2005	15,248.56	21,689.51	12,938.57	12,151.46	21,930.94	13,542.28	12,882.18	25,156.89	11,541.69	17,481.46	22,930.96	13,032.95	200,527
FY 2006	16,579.42	22,406.25	18,067.70	19,580.58	23,059.28	18,469.44	15,453.76	26,081.97	16,313.42	18,826.68	26,191.59	16,618.60	237,649
FY 2007	19,481.49	31,253.08	17,450.15	18,363.79	26,327.81	17,327.20	18,718.37	26,578.82	19,693.09	16,354.51	24,767.73	16,996.15	253,312
FY 2008	18,818.35	28,958.38	18,577.09	25,655.35	29,914.25	20,798.51	23,467.86	32,855.07	22,066.12	24,462.77	34,051.17	31,896.99	311,522
FY 2009	25,096.97	37,057.40	25,145.47	24,446.72	34,168.72	27,610.52	21,700.21	31,186.79	23,429.08	22,435.80	53,544.87	25,626.19	351,449
FY 2010	25,722.53	22,820.74	23,342.83	14,575.18	23,749.81	17,132.31	17,757.63	30,796.83	20,970.95	19,623.96	29,340.01	19,211.19	265,044
FY 2011	18,830.13	26,829.56	20,372.70	17,111.15	27,578.98	24,016.05	19,358.59	31,563.56	24,134.96	19,623.85	28,827.00	20,864.00	279,111
FY 2012	21,194.00	29,884.00	20,356.00	19,883.00	31,143.00	19,884.00	20,203.00	24,782.00	19,554.00	20,936.00	28,130.00	20,484.00	276,433
FY 2013	21,423.00	29,530.00	22,405.00	24,290.00	29,231.00	21,556.00	24,779.00	29,151.00	23,175.00	24,635.00	32,112.00	23,017.00	305,304
FY 2014	26,201.53	30,316.41	27,362.42	24,208.00	37,856.00	20,610.00	24,028.00	36,969.00	24,672.00	28,798.57	32,138.70	25,413.75	338,574
FY 2015	25,803.90	30,561.81	25,915.81	21,966.92	34,240.96	21,259.19	24,632.12	33,442.75	29,538.18	22,949.54	33,425.56	24,085.41	327,822
FY 2016	26,244.16	33,118.54	26,397.73	21,017.57	33,685.81	19,180.36	19,934.08	29,299.05	19,928.16	20,358.40	31,205.54	22,654.64	303,024
FY 2017	24,841.96	29,276.12	21,444.47	20,963.20	28,933.80	21,529.93	24,670.66	30,930.51	19,601.12	24,322.28	27,318.01	18,703.81	292,536
FY 2018	28,205.38	26,200.25	20,102.73	25,232.98	28,532.58	23,180.11	25,950.52	28,898.11	21,336.83	27,844.18	26,482.42	16,333.01	298,299
FY 2019	21,744.38	33,623.67	22,001.87	28,088.16	33,605.90	24,736.65	27,944.04	29,513.63	28,812.32	28,569.56	29,364.72	29,504.88	337,510
Est. FY 2020	18,494.94	29,474.94	30,844.31	24,744.37	35,522.26	26,251.41	22,341.21	29,752.52	29,220.89	29,970.37	33,238.53	30,398.68	340,254
% Diff Est/Act	-14.94%	-12.34%	40.19%	-11.90%	5.70%	6.12%	-20.05%	0.81%	1.42%	4.90%	13.19%	3.03%	0.81%
\$ Diff Est/ Act	(3,249.44)	(4,148.73)	8,842.44	(3,343.79)	1,916.36	1,514.76	(5,602.83)	238.89	408.57	1,400.81	3,873.81	893.80	2,744.65

Sum of City and OEDC - Sales Tax Collection History - Projection

	Oct	Nov	Dec	January	February	March	April	May	June	July	Aug	Sept	Total
FY 2004	18,191.83	24,432.10	14,639.57	14,190.14	18,401.31	15,928.91	10,866.50	21,039.54	14,074.25	13,507.31	22,175.82	12,356.98	199,804
FY 2005	15,248.56	21,689.51	12,938.57	12,151.46	21,930.94	13,542.28	12,882.18	25,156.89	11,541.69	17,481.46	22,930.96	13,032.95	200,527
FY 2006	16,579.42	22,406.25	18,067.70	19,580.58	23,059.28	18,469.44	15,453.76	26,081.97	16,313.42	18,826.68	26,191.59	16,618.60	237,649
FY 2007	19,481.49	31,253.08	17,450.15	18,363.79	26,327.81	17,327.20	18,718.37	26,578.82	19,693.09	16,354.51	24,767.73	16,996.15	253,312
FY 2008	18,818.35	28,958.38	18,577.09	25,655.35	29,914.25	20,798.51	23,467.86	32,855.07	22,066.12	24,462.77	34,051.17	31,896.99	311,522
FY 2009	25,096.97	37,057.40	25,145.47	24,446.72	34,168.72	27,610.52	21,700.21	31,186.79	23,429.08	22,435.80	53,544.87	25,626.19	351,449
FY 2010	25,722.53	22,820.74	23,342.83	14,575.18	23,749.81	17,132.31	17,757.63	30,796.83	20,970.95	19,623.96	29,340.01	19,211.19	265,044
FY 2011	18,830.13	26,829.56	20,372.70	17,111.15	27,578.98	24,016.05	19,358.59	31,563.56	24,134.96	19,623.85	28,827.00	20,864.00	279,111
FY 2012	21,194.00	29,884.00	20,356.00	19,883.00	31,143.00	19,884.00	20,203.00	24,782.00	19,554.00	20,936.00	28,130.00	20,484.00	276,433
FY 2013	21,423.00	29,530.00	22,405.00	24,290.00	29,231.00	21,556.00	24,779.00	29,151.00	23,175.00	24,635.00	32,112.00	23,017.00	305,304
FY 2014	26,201.53	30,316.41	27,362.42	24,208.00	37,856.00	20,610.00	24,028.00	36,969.00	24,672.00	28,798.57	32,138.70	25,413.75	338,574
FY 2015	25,803.90	30,561.81	25,915.81	21,966.92	34,240.96	21,259.19	24,632.12	33,442.75	29,538.18	22,949.54	33,425.56	24,085.41	327,822
FY 2016	26,244.16	33,118.54	26,397.73	21,017.57	33,685.81	19,180.36	19,934.08	29,299.05	19,928.16	20,358.40	31,205.54	22,654.64	303,024
FY 2017	24,841.96	29,276.12	21,444.47	20,963.20	28,933.80	21,529.93	24,670.66	30,930.51	19,601.12	24,322.28	27,318.01	18,703.81	292,536
FY 2018	28,205.38	26,200.25	20,102.73	25,232.98	28,532.58	23,180.11	25,950.52	28,898.11	21,336.83	27,844.18	26,482.42	16,333.01	298,299
FY 2019	21,744.38	33,623.67	22,001.87	28,088.16	33,605.90	24,736.65	27,944.04	29,513.63	28,812.32	28,569.56	29,364.72	29,504.88	337,510
FY 2020	18,494.94	29,474.94	30,844.31	24,744.37	35,522.26	26,251.41	22,341.21	29,752.52	29,220.89	29,970.37	33,238.53	30,398.68	340,254
Est. FY 2021	26,715.37												
% Diff Est/Act	44.45%												
\$ Diff Est/ Act	8,220.43												

City of Overton General Fund - Sales Tax Collection History - Projection

	Oct	Nov	Dec	January	February	March	April	May	June	July	Aug	Sept	Total
FY 2004	12,188.53	16,369.51	9,808.51	9,507.39	12,328.88	10,672.37	7,280.56	14,096.49	9,429.75	9,049.90	14,857.80	8,279.18	133,869
FY 2005	10,216.54	14,531.97	8,668.84	8,141.48	14,693.73	9,073.33	8,631.06	16,855.12	7,732.93	11,712.58	15,363.74	8,732.08	134,353
FY 2006	11,108.21	15,012.19	12,105.36	13,118.99	15,449.72	12,374.52	10,354.02	17,474.92	10,929.99	12,613.88	17,548.37	11,134.46	159,225
FY 2007	13,052.60	20,939.56	11,691.60	12,303.74	17,639.63	11,609.22	12,541.31	17,807.81	13,194.37	10,957.52	16,594.38	11,387.42	169,719
FY 2008	12,608.29	19,402.11	12,446.65	17,189.08	20,042.55	13,935.00	15,723.47	22,012.90	14,784.30	16,390.06	22,814.28	21,370.98	208,720
FY 2009	16,814.97	24,828.46	16,847.46	16,379.30	22,893.04	18,499.05	14,539.14	20,895.15	15,697.48	15,031.99	35,875.06	17,169.55	235,471
FY 2010	17,234.10	15,289.90	15,639.70	9,765.37	15,912.37	11,478.65	11,897.61	20,633.88	14,050.54	13,148.05	19,657.81	12,871.50	177,579
FY 2011	12,616.19	17,975.81	13,649.71	11,464.47	18,477.92	16,090.75	12,970.26	21,147.59	16,170.42	13,147.98	19,314.09	13,978.88	187,004
FY 2012	14,199.98	20,022.28	13,638.52	13,321.61	20,865.81	13,322.28	13,536.01	16,603.94	13,101.18	14,027.12	18,847.10	13,724.28	185,210
FY 2013	14,353.41	19,785.10	15,011.35	16,274.30	19,584.77	14,442.52	16,601.93	19,531.17	15,527.25	16,505.45	21,515.04	15,421.39	204,554
FY 2014	17,600.23	20,129.48	18,723.82	16,219.36	25,363.52	13,808.70	16,098.76	24,769.23	16,530.24	20,482.04	20,482.04	17,321.39	227,529
FY 2015	17,202.61	20,374.55	17,277.22	14,644.62	22,827.32	14,172.80	16,421.42	22,295.18	19,692.13	15,299.70	22,283.72	16,056.95	218,548
FY 2016	17,496.12	22,079.04	17,598.50	14,011.72	22,457.22	12,786.91	13,289.39	19,532.71	13,285.45	13,572.27	20,803.70	15,103.10	202,016
FY 2017	16,561.31	19,517.42	14,296.32	13,975.47	19,289.21	14,353.29	16,447.11	20,620.35	13,067.42	16,214.86	18,212.02	12,469.21	195,024
FY 2018	18,803.60	17,466.84	13,401.83	16,822.00	19,021.73	15,453.41	17,300.36	19,265.42	14,224.56	18,562.80	17,654.96	10,888.68	198,866
FY 2019	14,496.26	22,415.79	14,667.92	18,725.45	22,403.94	16,491.11	18,629.37	19,675.76	19,208.22	19,046.38	19,576.49	19,669.93	225,007
FY 2020	12,329.97	19,649.97	20,562.88	16,496.25	23,681.52	17,500.95	14,894.15	19,835.02	19,480.60	19,980.26	22,159.03	20,265.80	226,836
Est. FY 2021	17,810.25												
% Diff Est/Act	44.45%												
\$ Diff Est Act	5,480.28												

AGENDA ITEM

H.2.b.

Expense Approval Report



Overton, TX

Expense Approval Report

By Vendor Name

Payment Dates 9/5/2020 - 9/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00007 - ABC Auto Parts, LTD					
ABC Auto Parts, LTD	10IN068762	08/18/2020	PD - Battery Fee, wipers, oil, b	01-15-5301	326.74
ABC Auto Parts, LTD	10IN068762	08/18/2020	Crane Truck - Antifreeze	02-35-5301	14.99
Vendor 00007 - ABC Auto Parts, LTD Total:					341.73
Vendor: 00008 - Ables-Land, Inc					
Ables-Land, Inc	392214-0	08/10/2020	Binders x10	01-10-5201	24.90
Vendor 00008 - Ables-Land, Inc Total:					24.90
Vendor: 00020 - All American Electric Service					
All American Electric Service	5068	09/01/2020	Sentry Callout System - 6/15-	02-35-5204	105.00
All American Electric Service	5068	09/01/2020	Sentry Callout System - 6/15-	02-37-5204	105.00
All American Electric Service	5069	09/01/2020	Prepper for removal of clarifie	02-37-5926	337.50
All American Electric Service	5071	09/01/2020	Well #5 - Troubleshoot well n	02-35-5926	315.00
Vendor 00020 - All American Electric Service Total:					862.50
Vendor: 01001 - AM Consvervation Group Inc					
AM Consvervation Group Inc	IN0491305	09/01/2020	Leak Detection Tabs (2 pack) x	02-35-5206	315.72
Vendor 01001 - AM Consvervation Group Inc Total:					315.72
Vendor: 00029 - American Tire Distributors					
American Tire Distributors	S139729869	07/28/2020	Caps for Trailer x4	02-35-5301	139.82
American Tire Distributors	S139729869	07/28/2020	Caps for Trailer x4	02-37-5301	139.82
Vendor 00029 - American Tire Distributors Total:					279.64
Vendor: 00030 - Ana-Lab, Corp					
Ana-Lab, Corp	A0496907	09/01/2020	Monthly water samples	02-35-5310	75.00
Vendor 00030 - Ana-Lab, Corp Total:					75.00
Vendor: 00041 - Aramark Uniforms And Career Apparel LLC					
Aramark Uniforms And Career	1231734951	08/03/2020	Weekly supplies - mats, rags,	01-10-5300	41.36
Aramark Uniforms And Career	1231734951	08/03/2020	Weekly supplies - mats, rags,	02-33-5300	41.37
Aramark Uniforms And Career	1231740468	08/10/2020	Weekly supplies - mats, rags,	01-10-5300	41.38
Aramark Uniforms And Career	1231740468	08/10/2020	Weekly supplies - mats, rags,	02-33-5300	41.39
Aramark Uniforms And Career	1231745963	08/17/2020	Weekly supplies - mats, rags,	01-10-5300	41.38
Aramark Uniforms And Career	1231745963	08/17/2020	Weekly supplies - mats, rags,	02-33-5300	41.39
Aramark Uniforms And Career	1231751457	08/24/2020	Weekly supplies - mats, rags,	01-10-5300	41.38
Aramark Uniforms And Career	1231751457	08/24/2020	Weekly supplies - mats, rags,	02-33-5300	41.39
Aramark Uniforms And Career	1231757061	08/31/2020	Weekly supplies - mats, rags,	01-10-5300	41.38
Aramark Uniforms And Career	1231757061	08/31/2020	Weekly supplies - mats, rags,	02-33-5300	41.39
Vendor 00041 - Aramark Uniforms And Career Apparel LLC Total:					413.81
Vendor: 00048 - Atwoods					
Atwoods	2124	08/04/2020	Fencing supplies for Dam	01-17-5206	1,108.42
Atwoods	2127	08/07/2020	Fencing supplies for Dam	01-17-5206	103.98
Vendor 00048 - Atwoods Total:					1,212.40
Vendor: 00061 - Bagley's Tractor & Equipment LLC					
Bagley's Tractor & Equipment	IL29121	08/17/2020	Blade x3	01-2000	57.18
Bagley's Tractor & Equipment	IL29314	08/21/2020	V Belt x2	01-2000	39.92
Bagley's Tractor & Equipment	IL29316	08/21/2020	Parts and oil for mower	01-2000	147.30
Bagley's Tractor & Equipment	WL09080	08/17/2020	Service on mower	01-2000	313.17
Vendor 00061 - Bagley's Tractor & Equipment LLC Total:					557.57
Vendor: 00115 - Cactus Computer, Inc					
Cactus Computer, Inc	5339 50	08/31/2020	Modem Rental - 8/1-8/31/20	01-11-5203	25.00
Vendor 00115 - Cactus Computer, Inc Total:					25.00
Vendor: 00117 - Candy Sanitation LLC					
Candy Sanitation LLC	29775	08/23/2020	Sludge hauling - 23,000 gallon	02-37-5308	2,070.00
Vendor 00117 - Candy Sanitation LLC Total:					2,070.00

Expense Approval Report

Payment Dates: 9/5/2020 - 9/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00160 - City Of Henderson					
City Of Henderson	5021	08/20/2020	Animal control x 1	01-2000	10.00
Vendor 00160 - City Of Henderson Total:					10.00
Vendor: 00226 - Dell Marketing Lp					
Dell Marketing Lp	10423699429	09/13/2020	New computers for PD - OptiP	01-14-5205	4,976.23
Dell Marketing Lp	10423699429	09/13/2020	New computers for PD - OptiP	01-14-5205	793.96
Vendor 00226 - Dell Marketing Lp Total:					5,770.19
Vendor: 00254 - East Texas Hardware					
East Texas Hardware	I00633325	08/12/2020	Keys x 8	01-17-5206	15.12
East Texas Hardware	I00633325	08/12/2020	Padlock	01-17-5206	31.99
Vendor 00254 - East Texas Hardware Total:					47.11
Vendor: 00354 - HIS Tire and Brakes					
HIS Tire and Brakes	477	08/27/2020	2015 Dodge Challenger - Oil C	01-14-5301	41.40
HIS Tire and Brakes	486	09/02/2020	2010 Ford - Control Arm and	02-37-5301	443.53
HIS Tire and Brakes	487	09/02/2020	2007 Ford - Remove and repla	02-35-5301	108.31
HIS Tire and Brakes	488	09/03/2020	2010 Ford Pickup - Repair ben	02-35-5301	16.00
HIS Tire and Brakes	511	09/14/2020	2010 Ford Pickup - Oil Change	02-37-5301	51.75
HIS Tire and Brakes	513	09/14/2020	2010 Ford Pickup - Power stee	02-37-5301	90.51
HIS Tire and Brakes	517	09/15/2020	2010 Ford Pickup - Battery an	02-37-5301	674.55
HIS Tire and Brakes	518	09/15/2020	2014 Chevy Tahoe - Oil Chang	01-14-5301	41.40
Vendor 00354 - HIS Tire and Brakes Total:					1,467.45
Vendor: 00426 - Jim's Feed					
Jim's Feed	92355	08/04/2020	Teflon tape and nipples x12	02-35-5206	8.50
Jim's Feed	92370	08/06/2020	Axe handle	01-17-5206	12.00
Jim's Feed	92372	08/06/2020	Sackcrete x10	01-17-5206	57.50
Jim's Feed	92373	08/06/2020	Straps x2	01-17-5206	42.00
Jim's Feed	92387	08/07/2020	Sackcrete x6	01-17-5206	34.50
Jim's Feed	92390	08/08/2020	Plugs x2	02-35-5206	1.00
Jim's Feed	92390	08/08/2020	Sackcrete x1	02-35-5206	5.75
Jim's Feed	92414	08/12/2020	2' nipple and vavle	02-35-5206	45.00
Jim's Feed	92440	08/17/2020	6ft fuel line	01-17-5204	9.00
Jim's Feed	92446	08/18/2020	3pc power	01-17-5204	4.97
Jim's Feed	92460	08/20/2020	Misc supplies	02-35-5206	16.97
Jim's Feed	92475	08/24/2020	Misc supplies	01-17-5206	33.25
Jim's Feed	92479	08/24/2020	Misc supplies	01-17-5206	7.45
Vendor 00426 - Jim's Feed Total:					277.89
Vendor: 00453 - K Darden Lawn Care					
K Darden Lawn Care	905314	09/18/2020	City Hall mowing service	01-17-5942	40.00
K Darden Lawn Care	905314	09/18/2020	Cemetery mowing service	03-20-5942	850.00
Vendor 00453 - K Darden Lawn Care Total:					890.00
Vendor: 00478 - Kilgore Print Centre					
Kilgore Print Centre	305580	07/15/2020	Cash receipt books x500 (3 pa	01-10-5201	97.78
Kilgore Print Centre	305580	07/15/2020	Cash receipt books x500 (3 pa	02-33-5201	97.78
Vendor 00478 - Kilgore Print Centre Total:					195.56
Vendor: 00494 - Konica Minolta Business Solutions					
Konica Minolta Business Solu	268256985	09/03/2020	Copier Usage - Admin 8/4-9/3	01-10-5416	600.80
Vendor 00494 - Konica Minolta Business Solutions Total:					600.80
Vendor: 00495 - Konica Minolta Premier Finance					
Konica Minolta Premier Finan	69448759	09/06/2020	Copier Rental - Admin, UB, an	01-10-5416	77.50
Konica Minolta Premier Finan	69448759	09/06/2020	Copier Rental - Admin, UB, an	01-14-5416	297.17
Konica Minolta Premier Finan	69448759	09/06/2020	Copier Rental - Admin, UB, an	02-33-5416	77.50
Vendor 00495 - Konica Minolta Premier Finance Total:					452.17
Vendor: 00499 - Kubota Leasing					
Kubota Leasing	4562204	09/10/2020	Kubota Mower - Monthly Pay	11-41-5625	311.83
Vendor 00499 - Kubota Leasing Total:					311.83

Expense Approval Report

Payment Dates: 9/5/2020 - 9/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00517 - Lennis Design, LLC					
Lennis Design, LLC	2201	09/01/2020	Website - Monthly Infrastruct	01-11-5205	60.00
Vendor 00517 - Lennis Design, LLC Total:					60.00
Vendor: 00519 - Linebarger,Goggan,Blair And Sampson,LLP					
Linebarger,Goggan,Blair And S	5362-700-0720	08/19/2020	Property Tax Collections - July	01-10-5402	864.96
Linebarger,Goggan,Blair And S	5362-700-0720	08/19/2020	Property Tax Collections - July	03-20-5402	100.97
Linebarger,Goggan,Blair And S	5362-700-0720	08/19/2020	Property Tax Collections - July	10-40-5402	502.59
Vendor 00519 - Linebarger,Goggan,Blair And Sampson,LLP Total:					1,468.52
Vendor: 00528 - Lonestar Maintenance And Service, Inc					
Lonestar Maintenance And Se	B23075	09/01/2020	Monthly Chlorine Bottle Rent	02-35-5206	110.00
Lonestar Maintenance And Se	B23075	09/01/2020	Monthly Chlorine Bottle Rent	02-37-5206	110.00
Vendor 00528 - Lonestar Maintenance And Service, Inc Total:					220.00
Vendor: 00529 - Longview Asphalt, Inc.					
Longview Asphalt, Inc.	136043	07/16/2020	25.02 tons MMM Jones Mill S	01-2000	982.04
Vendor 00529 - Longview Asphalt, Inc. Total:					982.04
Vendor: 00530 - Longview Computer Center (Dbal LCC)					
Longview Computer Center (D	12511	08/28/2020	FoxIt PDF License - Todd's des	01-14-5312	188.00
Vendor 00530 - Longview Computer Center (Dbal LCC) Total:					188.00
Vendor: 00532 - Longview Occupational Medicine Clinic (LOMC)					
Longview Occupational Medic	133058	09/01/2020	Drug Screen - Amber Clifford	01-14-5412	30.00
Longview Occupational Medic	133058	09/01/2020	Drug Screen - Leon Wood	02-37-5412	190.00
Vendor 00532 - Longview Occupational Medicine Clinic (LOMC) Total:					220.00
Vendor: 00535 - Lowe's					
Lowe's	9.2.2020	09/02/2020	Lowe's purchases - August 20	01-10-5300	5.52
Lowe's	9.2.2020	09/02/2020	Lowe's purchases - August 20	01-10-5300	28.44
Vendor 00535 - Lowe's Total:					33.96
Vendor: 00585 - Mid-American Research Chemical Corp (MARC)					
Mid-American Research Che	0710866-IN	09/04/2020	Chemicals	02-35-5206	595.00
Mid-American Research Che	0710866-IN	09/04/2020	Chemicals	02-35-5206	685.49
Mid-American Research Che	0710866-IN	09/04/2020	Chemicals	02-35-5206	925.00
Vendor 00585 - Mid-American Research Chemical Corp (MARC) Total:					2,205.49
Vendor: 00594 - Mobile Communications Services					
Mobile Communications Servi	48340	08/25/2020	Pagers for VFD	01-15-5351	165.00
Vendor 00594 - Mobile Communications Services Total:					165.00
Vendor: 00633 - Office Depot					
Office Depot	488648090001	05/06/2020	Envelope moistener	02-33-5201	3.09
Office Depot	512938610001	06/18/2020	Copy paper x2	01-10-5201	32.99
Office Depot	512938610001	06/18/2020	Copy paper x2	02-33-5201	32.99
Office Depot	513275927001	06/19/2020	Credit of \$0.10 from statemen	01-10-5201	-0.10
Vendor 00633 - Office Depot Total:					68.97
Vendor: 00644 - Overton Economic Development Corp (OEDC)					
Overton Economic Developm	4.9.20	04/09/2020	OEDC Sales Tax - April	01-2304	7,447.07
Vendor 00644 - Overton Economic Development Corp (OEDC) Total:					7,447.07
Vendor: 00715 - Republic Services #070/Allied Waste Services					
Republic Services #070/Allied	0070-002946721	07/31/2020	Sludge Hauling - July	02-37-5309	323.18
Republic Services #070/Allied	06.30.2020	06/30/2020	Trash Service (June)	01-V2-5404	14,931.22
Republic Services #070/Allied	06.30.2020cm	06/30/2020	Franchise Fees (May)	01-4912	-905.69
Republic Services #070/Allied	06.30.2020cm	06/30/2020	Franchise Fees (May)	01-4912	-582.22
Vendor 00715 - Republic Services #070/Allied Waste Services Total:					13,766.49
Vendor: 00742 - Rusk County Appraisal District					
Rusk County Appraisal District	2019180	09/01/2020	Q4 Alloc FY2020 - RCAD Servic	01-10-5400	1,684.52
Rusk County Appraisal District	2019180	09/01/2020	Q4 Alloc FY2020 - RCAD Servic	03-20-5400	193.30
Rusk County Appraisal District	2019180	09/01/2020	Q4 Alloc FY2020 - RCAD Servic	10-40-5400	883.68
Vendor 00742 - Rusk County Appraisal District Total:					2,761.50

Expense Approval Report

Payment Dates: 9/5/2020 - 9/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00745 - Rusk County Elections					
Rusk County Elections	2020.09.15a	09/15/2020	Deposit (75%) - 2020 General	01-10-5417	2,472.86
Vendor 00745 - Rusk County Elections Total:					2,472.86
Vendor: 00782 - Sierra Packaging, Inc.					
Sierra Packaging, Inc.	194917	07/31/2020	Floor buffer and and accessori	01-10-5300	384.20
Sierra Packaging, Inc.	194917	07/31/2020	Floor buffer and and accessori	01-17-5300	384.20
Sierra Packaging, Inc.	194917	07/31/2020	Floor buffer and and accessori	02-33-5300	384.20
Vendor 00782 - Sierra Packaging, Inc. Total:					1,152.60
Vendor: 00787 - Smartphone Meter Reading (SPMR)					
Smartphone Meter Reading (S	SO1518	08/20/2020	Test import/export interface	02-33-5406	300.00
Vendor 00787 - Smartphone Meter Reading (SPMR) Total:					300.00
Vendor: 00789 - Smith County Appraisal District					
Smith County Appraisal Distric	955	09/01/2020	4Q FY20 SCAD Services - M&	01-10-5401	116.68
Smith County Appraisal Distric	955	09/01/2020	4Q FY20 SCAD Services - M&	10-40-5401	62.82
Smith County Appraisal Distric	956	09/01/2020	4Q FY2020 SCAD Services - Ce	03-20-5401	12.50
Vendor 00789 - Smith County Appraisal District Total:					192.00
Vendor: 00798 - Southwestern Electric Power Company					
Southwestern Electric Power	9.3.20	09/03/2020	Water Well - Hwy 42 (8/4-9/2	02-35-5352	556.96
Vendor 00798 - Southwestern Electric Power Company Total:					556.96
Vendor: 00800 - SpeedPro Supply LLC					
SpeedPro Supply LLC	74059	08/18/2020	Exhaust clamp	01-10-5300	6.99
SpeedPro Supply LLC	74059	08/18/2020	Freon	01-14-5301	16.99
SpeedPro Supply LLC	74059	08/18/2020	Mirror glue	01-14-5301	3.99
SpeedPro Supply LLC	74059	08/18/2020	Chemicals	01-17-5206	5.99
SpeedPro Supply LLC	74059	08/18/2020	Pin punch	01-17-5301	12.99
SpeedPro Supply LLC	74059	08/18/2020	Transmission fluid	01-17-5301	15.99
SpeedPro Supply LLC	74059	08/18/2020	Roll pins battery post	01-17-5301	10.51
Vendor 00800 - SpeedPro Supply LLC Total:					73.45
Vendor: 00815 - Superior Vision Services, Inc					
Superior Vision Services, Inc	8.30.2020	08/21/2020	PR Invoice entered in FAST an	01-2000	192.59
Superior Vision Services, Inc	8.30.2020	08/21/2020	PR Invoice entered in FAST an	02-2000	54.57
Superior Vision Services, Inc	8.30.2020	08/21/2020	PR Invoice entered in FAST an	03-2000	1.74
Vendor 00815 - Superior Vision Services, Inc Total:					248.90
Vendor: 00850 - Texas Dept Criminal Justice					
Texas Dept Criminal Justice	UI473458	08/25/2020	Door hangers	02-37-5206	27.50
Texas Dept Criminal Justice	UI473459	08/25/2020	Door hangers	02-35-5201	56.00
Vendor 00850 - Texas Dept Criminal Justice Total:					83.50
Vendor: 00853 - Texas Excavation Safety System, Inc.					
Texas Excavation Safety Syste	20-15862	08/31/2020	Message Fees x 13 - August 2	02-35-5406	12.35
Vendor 00853 - Texas Excavation Safety System, Inc. Total:					12.35
Vendor: 00873 - Tyler Community Media/Tyler Morning Telegraph (Tyler Paper)					
Tyler Community Media/Tyler	1649077	08/23/2020	RP2020-01 Torbert replat PH	01-12-5202	233.93
Tyler Community Media/Tyler	1649216	08/23/2020	Budget public hearing notice	01-10-5202	725.85
Tyler Community Media/Tyler	1649417	08/26/2020	Property tax rate notice	01-10-5202	725.85
Tyler Community Media/Tyler	1649418	08/26/2020	Cemetery property tax rate n	03-20-5202	725.85
Vendor 00873 - Tyler Community Media/Tyler Morning Telegraph (Tyler Paper) Total:					2,411.48
Vendor: 00916 - Tyler Technologies					
Tyler Technologies	025-305432	07/31/2020	Incode - court conversion	01-V1-5800	7,035.00
Tyler Technologies	025-308029	08/26/2020	Conversions - 50% Upon Deliv	01-11-5800	2,500.00
Tyler Technologies	025-308135	08/26/2020	Conversion - UB and Payroll	01-11-5800	1,409.10
Vendor 00916 - Tyler Technologies Total:					10,944.10
Vendor: 00923 - Underground Utility Supply, LLC					
Underground Utility Supply, L	221543	08/25/2020	1.5"x12" full circle clamp x3	02-2000	307.68
Vendor 00923 - Underground Utility Supply, LLC Total:					307.68

Expense Approval Report

Payment Dates: 9/5/2020 - 9/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00927 - United Rentals (North America),Inc					
United Rentals (North Americ	185080972-001	08/19/2020	Big Tex Trailer - Tandem Axle	02-2000	3,680.00
Vendor 00927 - United Rentals (North America),Inc Total:					3,680.00
Vendor: 00931 - US Postmaster - Overton					
US Postmaster - Overton	9.16.20	09/16/2020	Postage for late bills	02-33-5200	44.84
Vendor 00931 - US Postmaster - Overton Total:					44.84
Vendor: 00960 - Walden Power Equipment					
Walden Power Equipment	174758	08/26/2020	Autohead x2	01-2000	59.90
Vendor 00960 - Walden Power Equipment Total:					59.90
Grand Total:					68,328.93

Report Summary

Fund Summary

Fund	Payment Amount
01 - General Fund	50,822.87
02 - Water & Sewer Fund	13,860.78
03 - Cemetery Fund	1,884.36
10 - Interest & Sinking Fund	1,449.09
11 - Notes & Loans Fund	311.83
Grand Total:	68,328.93

Account Summary

Account Number	Account Name	Payment Amount
01-10-5201	Office Supplies	155.57
01-10-5202	Advertising	1,451.70
01-10-5300	Maint - Building	632.03
01-10-5400	Rusk County Appraisal D	1,684.52
01-10-5401	Smith County Appraisal	116.68
01-10-5402	Tax Collection Fees	864.96
01-10-5416	Copier Lease	678.30
01-10-5417	Election Services Contra	2,472.86
01-11-5203	Office Equipment - Mod	25.00
01-11-5205	Computers & Software	60.00
01-11-5800	Capital Outlay	3,909.10
01-12-5202	Advertising	233.93
01-14-5205	Computers and Software	5,770.19
01-14-5301	Maint - Vehicle	103.78
01-14-5312	Computer Software	188.00
01-14-5412	Physicals/Drug Screens (30.00
01-14-5416	Copier Lease	297.17
01-15-5301	Maint - Vehicle	326.74
01-15-5351	Utilities - Phone	165.00
01-17-5204	Equipment (Non-capital)	13.97
01-17-5206	Materials & Supplies	1,452.20
01-17-5300	Maint - Building	384.20
01-17-5301	Maint - Vehicle	39.49
01-17-5942	Lawn Maintenance	40.00
01-2000	Accounts Payable - Pend	1,802.10
01-2304	Due to OEDC	7,447.07
01-4912	Franchise Fees	-1,487.91
01-V1-5800	Capital Outlay	7,035.00
01-V2-5404	Garbage Collection Expe	14,931.22
02-2000	Accounts Payable - Pend	4,042.25
02-33-5200	Postage	44.84
02-33-5201	Office Supplies	133.86
02-33-5300	Maint - Building	591.13
02-33-5406	Contract Labor/Services	300.00
02-33-5416	Copier Lease	77.50
02-35-5201	Office Supplies	56.00
02-35-5204	Equipment (Non-capital)	105.00
02-35-5206	Materials & Supplies	2,708.43
02-35-5301	Maint - Vehicle	279.12
02-35-5310	Water Testing	75.00
02-35-5352	Utilities - Electricity	556.96
02-35-5406	Contract Labor/Services	12.35
02-35-5926	Electrical Contractor Wo	315.00
02-37-5204	Equipment (Non-capital)	105.00
02-37-5206	Materials & Supplies	137.50
02-37-5301	Maint - Vehicle	1,400.16
02-37-5308	Sludge Pumping	2,070.00
02-37-5309	Sludge Hauling	323.18

Account Summary

Account Number	Account Name	Payment Amount
02-37-5412	Physicals/Drug Screens (190.00
02-37-5926	Electrical Contractor Wo	337.50
03-2000	Accounts Payable - Pend	1.74
03-20-5202	Advertising	725.85
03-20-5400	Rusk County Appraisal D	193.30
03-20-5401	Smith County Appraisal	12.50
03-20-5402	Tax Collection Fees	100.97
03-20-5942	Lawn Maintenance	850.00
10-40-5400	Rusk County Appraisal D	883.68
10-40-5401	Smith County Appraisal	62.82
10-40-5402	Tax Collection Fees	502.59
11-41-5625	Kubota Mower (Kubota	311.83
	Grand Total:	68,328.93

Project Account Summary

Project Account Key	Payment Amount
None	68,328.93
Grand Total:	68,328.93

AGENDA ITEM

H.2.c.

Bank Statement

Date 9/30/20
PRIMARY ACCOUNT
ENCLOSURES

Page 1
146

CITY OF OVERTON
1200 S COMMERCE ST
OVERTON TX 75684

C H E C K I N G A C C O U N T

PUBLIC FUNDS SUPER NOW		NUMBER OF ENCLOSURES	146
ACCOUNT NUMBER	[REDACTED]	Statement Dates	9/01/20 thru 9/30/20
PREVIOUS BALANCE	89,015.67	DAYS IN STATEMENT PERIOD	30
117 DEPOSITS	152,136.01	AVERAGE LEDGER	73,456.91
118 CHECKS/DEBITS	170,256.62	AVERAGE COLLECTED	71,523.92
SERVICE CHARGE	.00	Interest Earned	5.88
INTEREST PAID	5.88	Annual Percentage Yield Earned	0.10%
CURRENT BALANCE	70,900.94	2020 Interest Paid	131.95

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
9/01	DEPOSIT BANKCARD	75.11
	CCD 628117000633894	
9/01	ACH UNITED SYSTE4245	850.65
	CCD ACH60116	
9/01	DEPOSIT	50.00
9/02	DEPOSIT BANKCARD	100.00
	CCD 628117000633877	
9/02	DEPOSIT BANKCARD	377.85
	CCD 628117000633894	
9/03	DEPOSIT BANKCARD	225.00
	CCD 628117000633877	
9/03	DEPOSIT BANKCARD	297.09
	CCD 628117000633894	
9/03	DEPOSIT	100.00
9/03	DEPOSIT	204.74
9/03	DEPOSIT	610.25
9/04	DEPOSIT BANKCARD	200.00
	CCD 628117000633877	
9/04	DEPOSIT BANKCARD	663.29
	CCD 628117000633894	
9/04	DEPOSIT	2,007.57
9/08	DEPOSIT BANKCARD	20.00
	CCD 628117000633877	
9/08	ACH UNITED SYSTE4245	38.53
	CCD ACH60317	
9/08	DEPOSIT BANKCARD	244.24
	CCD 628117000633894	

CITY OF OVERTON
1200 S COMMERCE ST
OVERTON TX 75684

PUBLIC FUNDS SUPER NOW [REDACTED] (Continued)

DEPOSITS AND OTHER CREDITS		
Date	Description	Amount
9/08	ACH UNITED SYSTE4245	322.00
	CCD ACH60316	
9/08	ACH RUSK CO TAX ASSE	871.20
	PPD	
9/08	DEPOSIT	25.00
9/08	DEPOSIT	25.00
9/08	DEPOSIT	293.20
9/08	DEPOSIT	364.00
9/08	DEPOSIT	1,902.57
9/09	DEPOSIT BANKCARD	200.00
	CCD 628117000633877	
9/09	DEPOSIT BANKCARD	1,037.14
	CCD 628117000633894	
9/09	DEPOSIT	16,275.91
9/10	VENDOR PAY AL-RSCH CAMPUS	265.50
	CCD XXXXXXXX1000	
9/10	DEPOSIT BANKCARD	334.07
	CCD 628117000633894	
9/10	ACH UNITED SYSTE4245	498.80
	CCD ACH60511	
9/10	DEPOSIT	1,915.87
9/10	DEPOSIT	2,525.29
9/11	DEPOSIT BANKCARD	368.03
	CCD 628117000633894	
9/11	INV-PAYMTS CPA STATE FISCAL	29,648.68
	CTX	
9/11	DEPOSIT	88.85
9/11	DEPOSIT	200.00
9/11	DEPOSIT	244.81
9/11	DEPOSIT	724.10
9/11	DEPOSIT	775.00
9/11	DEPOSIT	1,601.43
9/14	DEPOSIT BANKCARD	215.00
	CCD 628117000633877	
9/14	ACH UNITED SYSTE4245	240.00
	CCD ACH60676	
9/14	VENDOR PAY AL-EXT CAMPUS	352.44
	CCD XXXXXXXX1000	
9/14	VENDOR PAY AL-RSCH CAMPUS	352.46
	CCD XXXXXXXX1000	

CITY OF OVERTON
1200 S COMMERCE ST
OVERTON TX 75684

PUBLIC FUNDS SUPER NOW [REDACTED] (Continued)

DEPOSITS AND OTHER CREDITS		
Date	Description	Amount
9/14	DEPOSIT BANKCARD CCD 628117000633894	457.72
9/14	ACH UNITED SYSTE4245 CCD ACH60677	1,144.85
9/14	DEPOSIT	200.00
9/14	DEPOSIT	1,160.75
9/14	DEPOSIT	1,860.75
9/14	DEPOSIT	7,899.42
9/15	DEPOSIT BANKCARD CCD 628117000633877	144.00
9/15	DEPOSIT BANKCARD CCD 628117000633894	1,612.52
9/15	WTR DRAFT CITY OF OVERTON PPD	11,458.90
9/15	DEPOSIT	219.51
9/15	DEPOSIT	300.00
9/15	DEPOSIT	300.00
9/15	DEPOSIT	504.00
9/15	DEPOSIT	848.87
9/15	DEPOSIT	5,853.61
9/16	DEPOSIT BANKCARD CCD 628117000633877	300.00
9/16	ACH UNITED SYSTE4245 CCD ACH60825	447.81
9/16	DEPOSIT BANKCARD CCD 628117000633894	1,172.12
9/16	DEPOSIT	.42
9/16	DEPOSIT	50.00
9/16	DEPOSIT	373.50
9/16	DEPOSIT	1,238.60
9/16	DEPOSIT	2,345.87
9/17	DEPOSIT BANKCARD CCD 628117000633877	184.00
9/17	DEPOSIT BANKCARD CCD 628117000633894	409.81
9/17	ACH RUSK CO TAX ASSE PPD	3,308.01
9/17	DEPOSIT	155.25
9/17	DEPOSIT	195.82
9/17	DEPOSIT	200.00

CITY OF OVERTON
1200 S COMMERCE ST
OVERTON TX 75684

PUBLIC FUNDS SUPER NOW [REDACTED] (Continued)

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
9/17	DEPOSIT	283.80
9/17	DEPOSIT	315.70
9/17	DEPOSIT	1,246.00
9/18	DEPOSIT BANKCARD	504.51
	CCD 628117000633894	
9/18	DEPOSIT BANKCARD	650.00
	CCD 628117000633877	
9/18	DEPOSIT	458.29
9/21	DEPOSIT BANKCARD	274.38
	CCD 628117000633894	
9/21	DEPOSIT BANKCARD	1,110.00
	CCD 628117000633877	
9/22	DEPOSIT BANKCARD	171.10
	CCD 628117000633894	
9/22	DEPOSIT	100.00
9/22	DEPOSIT	108.41
9/22	DEPOSIT	158.50
9/22	DEPOSIT	17,763.24
9/23	ACH UNITED SYSTE4245	80.00
	CCD ACH61083	
9/23	DEPOSIT BANKCARD	520.00
	CCD 628117000633877	
9/23	DEPOSIT BANKCARD	1,168.18
	CCD 628117000633894	
9/23	ACH UNITED SYSTE4245	3,366.64
	CCD ACH61084	
9/24	DEPOSIT BANKCARD	147.36
	CCD 628117000633894	
9/24	DEPOSIT BANKCARD	275.00
	CCD 628117000633877	
9/24	ACH UNITED SYSTE4245	1,569.76
	CCD ACH61328	
9/25	DEPOSIT BANKCARD	40.00
	CCD 628117000633877	
9/25	DEPOSIT BANKCARD	249.07
	CCD 628117000633894	
9/25	DEPOSIT	14.92
9/25	DEPOSIT	375.55
9/25	DEPOSIT	543.42
9/25	DEPOSIT	566.13

CITY OF OVERTON
1200 S COMMERCE ST
OVERTON TX 75684

PUBLIC FUNDS SUPER NOW [REDACTED] (Continued)

DEPOSITS AND OTHER CREDITS

Date	Description	Amount
9/25	DEPOSIT	715.11
9/25	DEPOSIT	1,196.00
9/28	DEPOSIT BANKCARD CCD 628117000633894	299.78
9/28	DEPOSIT	9.89
9/28	DEPOSIT	70.00
9/28	DEPOSIT	100.00
9/28	DEPOSIT	121.00
9/28	DEPOSIT	144.00
9/28	DEPOSIT	1,013.59
9/28	DEPOSIT	1,843.27
9/29	DEPOSIT BANKCARD CCD 628117000633877	450.00
9/29	DEPOSIT BANKCARD CCD 628117000633894	691.31
9/29	DEPOSIT	200.00
9/30	DEPOSIT BANKCARD CCD 628117000633894	72.25
9/30	DEPOSIT	148.46
9/30	DEPOSIT	160.55
9/30	DEPOSIT	200.00
9/30	DEPOSIT	264.06
9/30	DEPOSIT	300.00
9/30	INTEREST DEPOSIT	5.88

WITHDRAWALS AND OTHER DEBITS

Date	Description	Amount
9/02	ANNUAL FEE BANKCARD CCD 000000027797082	25.00-
9/02	ANNUAL FEE BANKCARD CCD 000000027797083	25.00-
9/02	MTHLY FEES BANKCARD CCD 628117000633877	63.28-
9/02	MTHLY FEES BANKCARD CCD 628117000633894	208.57-
9/02	LOWES EPAY LOWES LAR SYNCB CCD 142838489	1,766.70-

CITY OF OVERTON
1200 S COMMERCE ST
OVERTON TX 75684

PUBLIC FUNDS SUPER NOW (Continued)

WITHDRAWALS AND OTHER DEBITS

Date	Description	Amount
9/03	9032951000 LONGVIEW COMPUTE PPD	1,498.00-
9/04	FLEET DEBI WEX INC CCD 9100004344255	1,766.76-
9/04	PAYROLLDD CITY OF OVERTON PPD	20,150.86-
9/08	PAYMENT VISA WEB	3,043.80-
9/08	USATAXPYMT IRS CCD 270065234063729	6,812.21-
9/10	SPEEDPAY CenturyLink PPD	54.50-
9/10	SPEEDPAY CenturyLink PPD	234.94-
9/10	SPEEDPAY CenturyLink PPD	465.89-
9/11	FIRSTECH Consolidated WEB	111.29-
9/15	USATAXPYMT IRS CCD 270065945168137	53.82-
9/15	PAYROLLDD CITY OF OVERTON PPD	127.00-
9/15	TMRS CITY OF OVERTON CCD	5,800.49-
9/15	TML IEBP CITY OF OVERTON CCD	12,785.29-
9/17	CHARGEBACK	78.41-
9/17	CHARGEBACK	58.46-
9/17	CHILDSUPP Texas SDU CCD 202600001653206	9.23-
9/17	DEBITDEBIT HUDSON ENERGY SE PPD	15,654.23-
9/18	USATAXPYMT IRS CCD 270066220803709	30.60-
9/18	USATAXPYMT IRS CCD 270066230641588	6,202.68-
9/18	PAYROLLDD CITY OF OVERTON PPD	20,193.56-
9/21	TRANSFER TO LOAN Acct No. @XXXXXXXXXX@5799	1,050.10-

CITY OF OVERTON
 1200 S COMMERCE ST
 OVERTON TX 75684

PUBLIC FUNDS SUPER NOW [REDACTED] (Continued)

WITHDRAWALS AND OTHER DEBITS

Date	Description	Amount
9/21	TRANSFER TO LOAN Acct No. @XXXXXXXXXXXX@8519	2,656.12-
9/21	INSURANCE AFLAC CCD FV184126010	1,128.88-
9/21	DD WEBFILE TAX PYMT CCD 902/38005044	1,391.30-
9/23	PAYMENTS VERIZON WIRELESS CCD 042267281500001	2,116.29-
9/28	ENT ACH DR CPENERGY ENTEX PPD	39.94-
9/28	ENT ACH DR CPENERGY ENTEX PPD	40.83-
9/28	ENT ACH DR CPENERGY ENTEX PPD	42.04-
9/28	ENT ACH DR CPENERGY ENTEX PPD	44.95-
9/28	ENT ACH DR CPENERGY ENTEX PPD	52.28-
9/29	CHARGEBACK	75.00-

CHECKS IN NUMERICAL ORDER

Date	Check No	Amount	Date	Check No	Amount
9/03	1253	6.94	9/01	1300	1,866.06
9/08	1254	18.47	9/25	1301	5.84
9/01	1276*	186.88	9/09	1302	144.14
9/03	1277	66.57	9/02	1303	150.00
9/03	1279*	360.00	9/02	1305*	227.64
9/04	1286*	2,199.00	9/08	1306	438.04
9/01	1291*	75.00	9/01	1307	311.83
9/16	1292	422.00	9/01	1308	2,755.77
9/03	1293	350.00	9/01	1309	1,854.38
9/16	1294	54.50	9/01	1310	81.68
9/04	1295	287.73	9/02	1312*	3,466.99
9/10	1296	1,850.00	9/08	1313	100.00
9/08	1297	31.54	9/08	1314	477.95
9/03	1298	77.53	9/03	1315	2.65
9/02	1299	184.97	9/01	1317*	3,196.60

* Indicates break in check number sequence

CITY OF OVERTON
 1200 S COMMERCE ST
 OVERTON TX 75684

PUBLIC FUNDS SUPER NOW [REDACTED] (Continued)

CHECKS IN NUMERICAL ORDER					
Date	Check No	Amount	Date	Check No	Amount
9/02	1318	100.00	9/18	1349	903.78
9/15	1319	400.00	9/21	1400*	24.90
9/14	1320	47.11	9/21	1401	279.64
9/15	1321	20.70	9/17	1402	557.57
9/18	1322	357.47	9/18	1403	609.24
9/18	1323	91.54	9/18	1404	188.00
9/08	1324	890.00	9/25	1405	165.00
9/15	1325	417.49	9/21	1407*	300.00
9/15	1326	90.75	9/18	1408	44.84
9/15	1327	125.64	9/24	1428*	341.73
9/01	1328	535.00	9/25	1429	331.04
9/10	1329	3,211.55	9/29	1430	1,212.40
9/01	1330	49.00	9/29	1431	2,070.00
9/22	1331	4,460.50	9/21	1435*	890.00
9/18	1332	577.02	9/29	1436	195.56
9/11	1334*	459.50	9/25	1437	982.04
9/03	1335	290.28	9/29	1438	68.97
9/16	1336	323.98	9/23	1439	7,447.07
9/09	1338*	275.30	9/30	1440	556.96
9/08	1339	537.35	9/24	1441	73.45
9/04	1340	876.60	9/29	1442	83.50
9/04	1341	902.18	9/25	1444*	7,035.00
9/15	1343*	292.32	9/25	1445	307.68
9/21	1346*	506.83	9/29	1446	59.90
9/22	1347	413.76	9/30	1464*	1,152.60
9/18	1348	957.45	9/09	42956*	57.43

* Indicates break in check number sequence

DAILY BALANCE INFORMATION					
Date	Balance	Date	Balance	Date	Balance
9/01	79,079.23	9/11	90,407.09	9/22	78,479.83
9/02	73,338.93	9/14	104,243.37	9/23	74,051.29
9/03	72,124.04	9/15	105,371.28	9/24	75,628.23
9/04	48,811.77	9/16	110,499.12	9/25	70,501.83
9/08	40,568.15	9/17	100,439.61	9/28	73,883.32
9/09	57,604.33	9/18	71,896.23	9/29	71,459.30
9/10	57,326.98	9/21	65,052.84	9/30	70,900.94

Date 9/30/20
PRIMARY ACCOUNT
ENCLOSURES

Page 9

146

CITY OF OVERTON
1200 S COMMERCE ST
OVERTON TX 75684

PUBLIC FUNDS SUPER NOW

(Continued)

INTEREST RATE SUMMARY

Date	Rate
8/31	0.100000%

END OF STATEMENT

AGENDA ITEM

H.2.d.

**Overton Economic Development
Corporation (OEDC)
expenditures over \$50K**

AGENDA ITEM

I.

ADJOURN