



**REGULAR MEETING AGENDA**  
**City Council – City Of Quitman, Texas**  
Thursday October 20, 2016, 5:30 PM  
City Council Chambers, City Hall - 401 E Goode Street, Quitman, TX  
(use entrance at rear of City Hall on Lipscomb Street)

**A. CALL TO ORDER**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE TO THE UNITED STATES FLAG**

**D. PUBLIC HEARING – FISCAL YEAR ENDING 2017 BUDGET**

**E. COMMENTS**

- (Item 1) Citizen Comments
- (Item 2) Mayor comments

**F. CONSENT AGENDA**

*All items under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- (Item 3) September 15, 2016 City Council Regular Meeting Minutes
- (item 4) Financial Report as of September 30, 2016
- (Item 5) Budget Report as of September 30, 2016
- (Item 6) September Departmental Reports

**G. PRESENTATIONS**

- (Item 7) Wood County Industrial Commission Representative Report
- (Item 8) Downtown Sidewalk Study/Plan by Mayor

**H. RESOLUTIONS**

- (Item 9) R102016(A) Appointment of Alderman to Vacant Seat on City Council

**I. REGULAR ITEMS**

- (Item 10) Oath of Office for Alderman, the unexpired term until May, 2017.

**J. RESOLUTIONS CONT'D**

- (Item 11) R102016(B) Release of Lien for 121 Redbud Lane
- (Item 12) R102016(C) Quitman Development Corporation Board Appointment Renewals
- (Item 13) R102016(D) Lease /Purchase of Trucks for Water Department
- (Item 14) R102016(E) Wood County Tax Agreement
- (Item 15) R102016(F) Wood County Fire Agreement
- (Item 16) R102016(G) Wood County Industrial Commission Interlocal Agreement
- (Item 17) R102016(H) Wood County Airport Amendment of Agreement
- (Item 18) R102016(I) Granting Permission to Pilot Club to serve Beer and Wine
- (Item 19) R102016(J) Granting Permission to QDC to serve Beer and Wine
- (Item 20) R102016(K) Approval of Fund Transfers for FY 2016 Budget

**J. ADJOURN**

**(ALL ITEMS ARE POSTED FOR DISCUSSION AND ACTION UNLESS OTHERWISE NOTED)**

**THE CITY COUNCIL OF THE CITY OF QUITMAN RESERVES THE RIGHT TO RECESS THE MEETING AND CONDUCT AN EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTION 551.071-551.088.**

**APPOINTMENT OF ALDERMAN**

**RESOLUTION 102016(A)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
APPOINTING AN ALDERMAN TO VACANT AND UNEXPIRED TERM**

**WHEREAS**, the resignation of City Council Alderman James Whitehurst has created a vacancy; and

**WHEREAS**, such resignation has left a vacancy to be filled by nomination from the Mayor and approval of the City Council;

**WHEREAS**, the Mayor has nominated Brad Medlin to fill the vacant and unexpired term; and

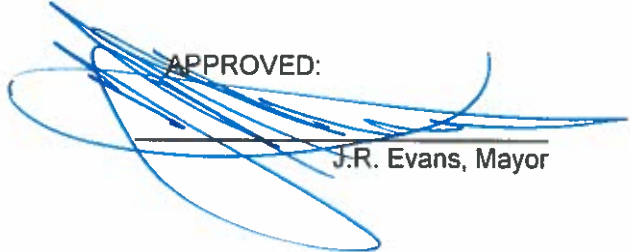
**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THAT:**

Brad Medlin is hereby appointed to a vacant and unexpired term as Alderman, such appointment to commence and be effective on October 20, 2016.

As such appointment is to an otherwise unexpired term that would have been for two years expiring upon the regular May 2017 election, it is further found by this Council that the appointment shall stand only through the regular May 2017 election at which time the office and remaining unexpired term shall be filled by such election, in accordance with the Texas Local Government Code and Texas Election Code.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 20th DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 20th DAY OF OCTOBER, 2016.**

APPROVED:  
  
\_\_\_\_\_  
J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen City Secretary & Administrator

**RELEASE OF PROPERTY LIEN  
RESOLUTION 102016(B)  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
RELEASE OF PROPERTY LIEN**

**WHEREAS**, the City of Quitman secured a lien against the property located at 121 Redbud Lane in Quitman, Texas for amounts expended by the City to abate a nuisance by the demolition and disposal of an unsafe structure located thereon in the amount of \$13,557.61; and

**WHEREAS**, the City has been presented with a plans to revitalize the property located at 121 Redbud Lane by private investment which will enhance the area around said property and will directly and positively impact the health and safety of the Quitman, Texas community; and

**WHEREAS**, in order for the important work of reinvestment in the subject property to continue, it is necessary for the City Council to release the Notice of Lien against 121 Redbud Lane which will facilitate the sale of said property and allow further development to occur; and

**WHEREAS**, the City Council finds that the real value of the nuisance abatement lien is actually nil, since the value of the property of 121 Redbud Lane, in its current condition, is nominal as compared with the face amount of said lien, and further finds that the forgiveness and release of said lien will create the best economic benefit for the residents of Quitman by preserving and enhancing property values and ad valorem rolls generally

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The City of Quitman approves the release of the Notice of Lien filed of record in the Real Property Records of Wood County, Texas as Document No. 2010-00000217, on January 7, 2010, by Mike Hall, City Secretary/Administer on behalf of the City of Quitman, Texas, in the amount of \$ 13,557.61.

The Mayor and City Secretary/Administrator are authorized and directed to sign and attest, respectively, any necessary releases for use at or after closing of the sale of 121 Redbud Lane, Quitman, Texas

Such release of property lien shall become effective with the passage of this resolution.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 20th DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 20th DAY OF OCTOBER, 2016.**

ATTEST:

  
\_\_\_\_\_  
Gregory D. Holleh, City Secretary/Administrator

APPROVED:

  
\_\_\_\_\_  
J.R. Evans, Mayor

**QUITMAN DEVELOPMENT CORPORATION BOARD APPOINTMENTS**

**RESOLUTION 102016(C)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
APPROVING APPOINTMENT TO THE QUITMAN DEVELOPMENT CORPORATION BOARD OF DIRECTORS**

**WHEREAS**, the Quitman Development Corporation Bylaws specify that Directors shall be nominated by the Board and appointed by the Council; and

**WHEREAS**, terms of three (3) Directors expired on October 1, 2016; and

**WHEREAS**, the currently appointed Directors have expressed interest and agreement to serve for another term; and

**WHEREAS**, the Board has nominated such Directors for reappointment.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The City Council hereby makes the following reappointments to the Quitman Development Corporation Board of Directors:

Randy Bennett	term expiring September 30, 2018
David Dobbs	term expiring September 30, 2018
Steve Straznicky	term expiring September 30, 2018

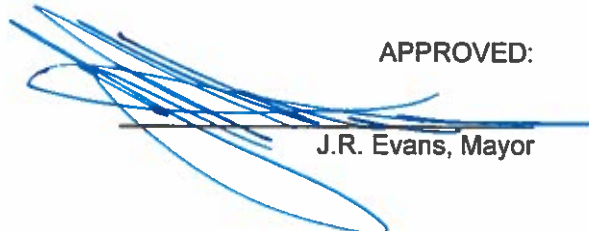
**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 2th DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 2TH DAY OF OCTOBER, 2016.**

ATTEST:

  
\_\_\_\_\_  
Gregory D. Hollen, City Secretary / Administrator

APPROVED:

  
\_\_\_\_\_  
J.R. Evans, Mayor

**WATER DEPARTMENT LEASE/PURCHASE FINANCING AUTHORIZATION**

**RESOLUTION 102016(D)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE EXECUTION OF A FINANCE AGREEMENT  
FOR WATER DEPARTMENT TRUCKS**

**WHEREAS**, Proposals for Lease/Purchase Financing a 2017 Ford F250 and a 2017 Ford F350 for a total cost of \$54,000 (not including financing cost); and

**WHEREAS**, the City of Quitman will pay three (3) annual payments, and

**WHEREAS**, Wood County National Bank has submitted the best proposal with a total cost of \$55,951.77, (City National Bank total did not submit a bid, and BTH Bank's bid was at a higher rate – see attachment.)

**WHEREAS**, the City Council finds it in the best interest of the City to accept the proposal of Wood County National Bank based on the terms offered and the performance history in its relationship with the City.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The Mayor is hereby authorized and directed to execute a lease-purchase agreement with Wood County National Bank for the equipment identified in the attached quotation and in accordance with the attached financing proposal summary

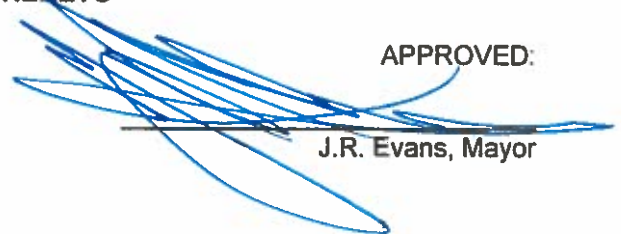
**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 20th DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 20th DAY OF OCTOBER, 2016.**

ATTEST:

  
\_\_\_\_\_  
Gregory D. Hollen, City Secretary/Administrator

APPROVED:

  
\_\_\_\_\_  
J.R. Evans, Mayor

**TAX COLLECTION SERVICES AGREEMENT WITH WOOD COUNTY**

**RESOLUTION 102016(E)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT  
FOR AD VALOREM TAX COLLECTION SERVICES WITH WOOD COUNTY**

**WHEREAS**, the provision of certain tax collection related services is most efficiently provided through the office of the Wood County Assessor/Collector.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The Mayor is hereby authorized and directed to execute the attached 'Interlocal Cooperation Agreement For Ad Valorem Tax Collection' to provide tax collection related services. The City of Quitman cost is \$2,616.00.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 20TH DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 20TH DAY OF OCTOBER, 2016.**

APPROVED:

  
\_\_\_\_\_  
J.R. Evans, Mayor

ATTEST:

  
\_\_\_\_\_  
Gregory D. Hollen, City Secretary/Administrator

COR Renewal  
1/11/17

#1655

FILED FOR RECORD  
2016 DEC 30 AM 11:08  
KELLEY PRICE  
COUNTY CLERK, WOOD CO TX

THE STATE OF TEXAS §

COUNTY OF WOOD §

**INTERLOCAL COOPERATION AGREEMENT FOR AD VALOREM TAX COLLECTION**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of September, 2016, by and between **WOOD COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as “**COUNTY**,” and **CITY OF QUITMAN**, Wood County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as “**TAXING ENTITY**.”

**WHEREAS, COUNTY and TAXING ENTITY** mutually desire to be subject to the provision of V.T.C.A. Government code, Chapter 791, the Interlocal Cooperation Act, and V.T.C.A., Tax Code, Section 6.24; and

**WHEREAS, TAXING ENTITY** has the authority to authorize the **COUNTY** to act as tax assessor and collector for **TAXING ENTITY** and the **COUNTY** has the authority to so act;

**NOW THEREFORE, COUNTY and TAXING ENTITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of this agreement shall be the 1<sup>st</sup> day of September 2016. The term of this Agreement shall be for a period of one year, from September 1, 2016 to and through August 31, 2017. This agreement is subject to renewal for an additional one year term unless terminated in writing by the Wood County Commissioners Court or the Board of the **TAXING ENTITY**. Such written notice shall be given no later than ninety days in advance of the expiration date of the agreement, or no later than ninety days in advance of the termination date of any renewal agreement as provided herein.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for the **TAXING ENTITY** to the maximum extent authorized by this agreement, without regard to race, sex, religion, color, age, disability or national origin;



1. COUNTY, by and through its duly elected tax assessor-collector, shall serve as tax assessor-collector for TAXING ENTITY for ad valorem tax collection purposes for fiscal year 2017 and for each fiscal year thereafter, as herein provided. COUNTY agrees to perform for the TAXING ENTITY all necessary duties hereby authorized, and the TAXING ENTITY does hereby expressly authorize COUNTY to do and perform all acts necessary and proper to assess and collect taxes for the TAXING ENTITY. COUNTY agrees to collect base taxes, penalties, interest and attorney's fees.

2. COUNTY agrees to prepare and mail all tax statements, provide monthly typewritten or computer generated collection reports to the TAXING ENTITY, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26.04 of the Texas Tax Code and develop and maintain such other records and forms as are necessary or required by law, State rules and/or regulations. COUNTY further agrees to assist in the calculation of the effective and rollback tax rate calculation. It will be the TAXING ENTITY's responsibility and expense for the required publications.

COUNTY agrees upon request to offer guidance and the necessary forms for posting notices of required hearing and quarter page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code. Any required publication, such as the quarter page notices, shall be the responsibility of the TAXING ENTITY.

3. TAXING ENTITY shall provide to COUNTY and the County Tax Assessor-Collector's office the final signed and authorized resolution setting TAXING ENTITY'S tax rates each and every tax year on or before September 21<sup>st</sup> of each tax year in order to allow for timely tax collections notices to be mailed on or as reasonably possible by October 1 of each tax year. In the event TAXING ENTITY fails to provide its signed and authorized tax adoption resolution setting its tax rates on or before September 21<sup>st</sup> of the tax year, TAXING ENTITY will be responsible for any and all costs of separate tax bill printing and mailing costs occurred on behalf of TAXING ENTITY.

4. TAXING ENTITY agrees to promptly deliver to the possession and control of COUNTY all records it has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by COUNTY to perform its duties under the terms and conditions hereof.

5. COUNTY agrees to allow an audit of the tax records of TAXING ENTITY during normal working hours with at least 48 hours advance written notice to COUNTY. The expense of any and all such audit and/or audits shall be paid for solely by TAXING ENTITY. A copy of any and all such audit and/or audits shall be furnished by COUNTY.

6. If required by TAXING ENTITY, COUNTY agrees to obtain a surety bond for the County Tax Assessor/Collector, such bond to be conditioned on the faithful performance of his/her lawful duties, payable to and in an amount determined by the governing body of the TAXING ENTITY. The premium for any and all such bonds as may be required by the TAXING ENTITY shall be borne by CITY OF QUITMAN.

7 COUNTY agrees that it will fax or mail weekly collection reports to TAXING ENTITY listing current taxes, delinquent taxes, penalties and interest; provide monthly Maintenance and Operation, hereinafter referred to as M&O, and Interest and Sinking, hereinafter referred to I&S, collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports. All reports shall be typewritten or computer generated.

8. Tax Certificates fees will be retained by the COUNTY. Any interest that may be accumulated will be retained by the COUNTY.

### III.

COUNTY shall designate and does hereby designate the County Tax Assessor/Collector to act on behalf of the COUNTY Tax Office, and to serve as Liaison for COUNTY and TAXING ENTITY. County Tax Assessor/Collector and his/her designated substitute, shall ensure the performance of all duties and obligations of COUNTY as herein stated; shall devote sufficient time and attention to the execution of said duties on behalf of COUNTY in full compliance with the terms and conditions of this agreement; shall provide immediate and direct supervision of the COUNTY Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of COUNTY and TAXING ENTITY. In order to fully administer the duties and operation of the Tax office and to effectively and efficiently communicate with the taxpayers and citizens of both COUNTY and TAXING ENTITY, COUNTY retains the right to select its own delinquent

tax collection attorney and COUNTY agrees to reasonably cooperate with TAXING ENTITY in the collection of delinquent taxes and related activities.

IV.

TAXING ENTITY shall designate and does hereby designate the Business Manager to act on behalf of TAXING ENTITY, and to serve as Liaison for TAXING ENTITY by and between COUNTY and the COUNTY Tax Office to ensure performance of all duties and obligations of TAXING ENTITY as herein stated; shall devote sufficient time and attention to the execution of said duties on behalf of TAXING ENTITY in full compliance with the terms and conditions of this agreement; shall provide immediate and direct supervision of the TAXING ENTITY employees, agents, contractors, subcontractors, and/or laborers, if any the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of TAXING ENTITY and COUNTY.

V.

COUNTY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all COUNTY employees and agents, subcontractors, and/or contract laborers, and for those of other persons doing work under a contract or agreement with said COUNTY.

VI.

TAXING ENTITY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all TAXING ENTITY employees and agents, subcontractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with said TAXING ENTITY.

VII.

TAXING ENTITY understands and agrees that TAXING ENTITY, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of COUNTY. COUNTY understands and agrees that COUNTY, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representatives of TAXING ENTITY, other than as tax collectors.

VIII.

**COUNTY** is a political subdivision of the State of Texas. The address of **COUNTY** is:

County Judge of Wood County  
P.O. Box 938  
Quitman, TX 75783  
Telephone; 903-763-2716

**TAXING ENTITY** is a political subdivision of the State of Texas. The address of **TAXING ENTITY** is:

CITY OF QUITMAN  
P.O. BOX 1855  
QUITMAN, TX 75783  
Telephone: 903-763-2223

IX.

For the services rendered during the 2016 tax year as hereinabove stated, **TAXING ENTITY** agrees to pay the **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. In quarterly payments as follows: October 1, January 1, April 1 and July 1.
2. See Exhibit A for Schedule of Costs including and start costs of the contracts.
3. The current tax statements will be normally mailed on or before October 15. Rollback elections in other entities using the services of the **COUNTY** could possibly extend this deadline.

**TAXING ENTITY** understands and agrees that **COUNTY** will bill **TAXING ENTITY** following each mailing for which charges are permitted as stated above for services rendered. Payment is due upon receipt of the statement.

**TAXING ENTITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **TAXING ENTITY** for any successive agreements between **TAXING ENTITY** and **COUNTY** for the services hereinabove stated with written notice to **TAXING ENTITY** of any such increase or decrease in the fee for said services.

X.

COUNTY agrees to remit and pay over to TAXING ENTITY all taxes, penalties and interest collected on TAXING ENTITY'S behalf. Remittance will be made no less frequently than once weekly. Any investing of these funds will be TAXING ENTITY'S responsibility after funds have been received from COUNTY.

XI.

In the event of notice of termination, a withdrawing party shall be obligated to pay such payments as are required by this agreement through the entire balance of the tax year in which notice is given and COUNTY shall be obligated to provide services pursuant to this agreement, as hereinabove set forth, during such period.

XII.

This agreement represents the entire agreement between TAXING ENTITY and COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by the governing bodies of both TAXING ENTITY and COUNTY or those authorized to sign on behalf of those governing bodies.

XIII.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable and all compensation payable in WOOD COUNTY, TEXAS.

XIV.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officer and/or agent of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby

certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this, the 21 day of October, 2016.

COUNTY

Wood County  
P.O. Box 938  
Quitman, TX 75783

TAXING ENTITY

CITY OF QUITMAN  
P.O. BOX 1855  
QUITMAN, TX 75783

BY: [Signature]  
Wood County Judge

BY: [Signature]  
Title: MAYOR

Acting on behalf of and by the Authority of the Commission of Court Of Wood County, Texas.

Acting on behalf of and by the authority of TAXING ENTITY.

ATTEST:

ATTEST:

BY: [Signature]  
Wood County Clerk

BY: [Signature]  
Name: CAROL TAYLOR  
Title: CITY SECRETARY

APPROVED AS TO FORM AND CONTENT:

[Signature]  
Carol Taylor  
Wood County Tax Assessor-Collector

APPROVED AS TO FORM:

[Signature]  
District Attorney



**EMERGENCY MANAGEMENT SERVICES CONTRACT WITH WOOD COUNTY**

**RESOLUTION 102016(F)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE EXECUTION OF AN AGREEMENT REGARDING EMERGENCY SERVICES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The Mayor is hereby authorized and directed to execute the attached 'Interlocal Cooperation Contract or Agreement' with Wood County regarding Emergency Management Services. The City of Quitman contribution is \$3,189.00 for FY2017.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 20<sup>TH</sup> OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 20<sup>TH</sup> OF OCTOBER, 2016.**

APPROVED:

  
J.R. Evans

ATTEST:

  
Gregory D. Hollen, City Secretary / Administrator

FY 2017 CONTRACT  
CITY OF QUITMAN, TEXAS - WOOD COUNTY, TEXAS  
FIRE PROTECTION AND EMERGENCY SERVICE

STATE OF TEXAS           X  
COUNTY OF WOOD        X

WHEREAS, the City of Quitman, Texas, a municipal corporation, has the Quitman Volunteer Fire Department to provide fire protection and emergency service to the citizens of the City of Quitman, Texas, and

WHEREAS, Wood County, Texas, pursuant to Local Government Code section 352.001 may furnish fire protection and emergency service to the residents of the County outside municipalities, and the City of Quitman, Texas, and Wood County, Texas, desire to enter into an agreement under the provisions of Chapter 791, the Interlocal Cooperation Act, Section 791.011, State of Texas Government Code, and Local Government Code Section 352.001, in order that Wood County, Texas, through the City of Quitman, Texas, may provide fire protection and emergency service for portions of Wood County, Texas, outside municipalities.

NOW, THEREFORE, THIS AGREEMENT is made and entered into this the 1st day of October, 2016, by and between the CITY OF QUITMAN, TEXAS, a municipal corporation, and WOOD COUNTY, TEXAS, each existing under the laws of the State of Texas, and for the benefits and considerations hereinafter expressed, the City and County agree as follows:



1. That under the provisions of Chapter 791, the Interlocal Cooperation Act, Section 791.011, State of Texas Government Code, and Local Government Code, Section 352.001, the City of Quitman, Texas, agrees to provide fire protection and emergency service to portions of Wood County, Texas, outside the city limits of Quitman, Texas.

2. That for such services to be provided to Wood County, Texas, and its citizens through and under its contract with the City of Quitman, Texas, Wood County, Texas, agrees to pay the City of Quitman, Texas, Forty-nine thousand, eight hundred thirty and no/100 (\$49,830.00), payable after October 1, 2016 pursuant to receipt of Fiscal Year 2016 financial reporting certified by Fire Chief in a format prescribed by Wood County and if renewed, annually for each contract year.

3. That the City of Quitman, Texas, shall be obligated to furnish to Wood County, Texas, only those fire protection and emergency services provided to the citizens of the City of Quitman, Texas, and subject to all rights, powers, duties, limitations and obligations as provided for in said Chapter 791, the Interlocal Cooperation Act, Section 791.011, State of Texas Government Code, and Local Government Code, Section 352.001.

4. That this contract and agreement shall continue in full force and effect for a period of one year, beginning October 1, 2016, and until the said contract between the City of Quitman, Texas, and Wood County, Texas, is terminated by notice in writing delivered by certified mail to the Mayor or County Judge of the respective parties, at least one hundred twenty (120) days prior to the end of the

contract term or renewal thereof. It is the intention of both parties that the obligation of the City of Quitman, Texas, and Wood County, Texas, hereunder shall continue to the end of the term specified herein, or any renewal thereof.

5. That Wood County, based on reports by Quitman Volunteer Fire Department, may become eligible and qualify for certain federal and state funding relating to Fire Service. Should Wood County qualify for such, including but not limited to, Emergency Protective Measures or F.E.M.A. funds relating to fire protection costs, Wood County may submit a request for public assistance as an eligible applicant on behalf of local jurisdictions, Volunteer Fire Departments (VFD), and/or private non-profit organizations located within Wood County that fall under this contract.

The City of Quitman and the Quitman VFD shall furnish Wood County documentation on eligible costs, including costs from VFD within timetable requirements. Wood County will combine the documentation into one submittal. Each eligible organization has the right to elect or not to elect to participate when notified of available assistance and the defined eligibility requirements are met.

Wood County shall communicate such assistance opportunities to the acting President of the Wood County Fire Chief Association (WCFCA) for further distribution to the organizations. If or when Wood County receives assistance funding and all requirements have been met by VFD the City of Quitman, the funds will be forwarded to the respectively organization(s) that directly qualified for the assistance within 30 days of receipt of the funds.

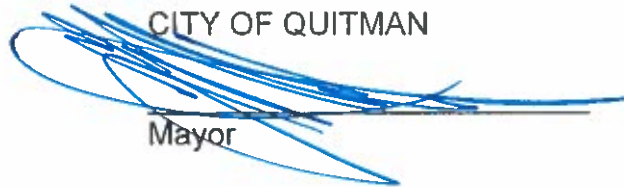
It is understood that Quitman VFD additionally may be required to make certain reports directly to certain Federal and/or State Agencies.

6. That the City of Quitman shall be obligated to furnish Wood County proof of the expenditure of these funds received under this contract showing the direct benefit to the said fire department. City may not supplant funds due to receipt of these funds. Wood County will provide the required form to certify expenditures under this contract which have a deadline for submittal on October 31, 2017. All submittals shall be sent to Wood County Auditor, P.O. Box 389, Quitman, Texas, 75783. Failure to comply with this financial accountability may be justification for withholding of any future funding from Wood County.

EXECUTED IN DUPLICATE, this 21 day of October, 2016, as duly authorized by the City Council of the City of Quitman, Texas, and Commissioners Court of Wood County, Texas.

ATTEST:

  
\_\_\_\_\_  
City Secretary

CITY OF QUITMAN  
  
\_\_\_\_\_  
Mayor

ATTEST:

Wood County

\_\_\_\_\_  
Kelley Price, County Clerk

\_\_\_\_\_  
Bryan Jeanes, County Judge

10-27

INTERLOCAL COOPERATION CONTRACT OR AGREEMENT

Pursuant to provisions of Chapter 791, Interlocal Cooperation Contracts, Section 791.0111, State of Texas, Government Code, this contract entered into by and between Wood County, Texas acting herein by and through its duly elected and qualified County Judge, duly hereunto authorized by action of the Commissioners Court of Wood County, and the cities of Alba, Hawkins, Mineola, Quitman, Winnsboro and Yantis acting through their duly elected and qualified Mayors respectively, duly hereunto authorized by action of their respective City Councils of said cities, witnesses as follows:

1. Wood County will provide a county-wide Emergency Management Plan.
2. Wood County will appoint an Emergency Management Coordinator for the entire county to develop and coordinate the county-wide Emergency Management Plan as required by Texas Statutes. The Emergency Management Coordinator will be an employee of Wood County.
3. Wood County shall provide necessary administrative support for the continued development and implementation of the Emergency Management plan through the activities of the County Coordinator.
4. The Cities of Wood County named above shall annually contribute a collective amount of \$19,419.00 for the development and implementation activities of the Emergency Management Coordinator. Said Cities' annual contribution shall be divided on a pro-rata basis, based on the Cities' populations. The Cities' contribution will first be expended in support of the County Coordinator operation, after which the County budget monies will provide the bulk of the funds needed. In the event that less than the Cities' contribution of \$19,419.00 is expended in support of the Emergency Management Program during FY 2017, then the balance of the Cities' funds will be reimbursed to them on a pro-rata basis, based on the cities populations.

FY2017\*

City of Alba	\$ 693.00
City of Hawkins	2,136.00
City of Mineola	7,260.00
City of Quitman	3,189.00
City of Winnsboro	5,617.50
City of Yantis	<u>523.50</u>
 Total	 \$19,419.00

FILED FOR RECORD  
 2016 NOV -4 AM 10:49  
 KELLEY PRICE  
 COUNTY CLERK, WOOD CO TX

\* - Pro-ration updated in FY2009, based on 2003 estimated populations.

Said parties are in agreement to the above terms of this contract or agreement.

City of Alba by \_\_\_\_\_ Date \_\_\_\_\_

City of Hawkins by \_\_\_\_\_ Date \_\_\_\_\_

City of Mineola by \_\_\_\_\_ Date \_\_\_\_\_



10-27-16

continued development and implementation of the Emergency Management plan through the activities of the County Coordinator.

- 4. The Cities of Wood County named above shall annually contribute a collective amount of \$19,419.00 for the development and implementation activities of the Emergency Management Coordinator. Said Cities' annual contribution shall be divided on a pro-rata basis, based on the Cities' populations. The Cities' contribution will first be expended in support of the County Coordinator operation, after which the County budget monies will provide the bulk of the funds needed. In the event that less than the Cities' contribution of \$19,419.00 is expended in support of the Emergency Management Program during FY 2017, then the balance of the Cities' funds will be reimbursed to them on a pro-rata basis, based on the cities populations.

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 Total	 \$19,419.00

FILED FOR RECORD  
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 KELLEY PRICE  
 COUNTY CLERK, WOOD CO TX

\* - Pro-ration updated in FY2009, based on 2003 estimated populations.

Said parties are in agreement to the above terms of this contract or agreement.

City of Alba by \_\_\_\_\_ Date \_\_\_\_\_

City of Hawkins by \_\_\_\_\_ Date \_\_\_\_\_

City of Mineola by \_\_\_\_\_ Date \_\_\_\_\_

City of Quitman by \_\_\_\_\_ Date 15 Sep 2016

City of Winnsboro by \_\_\_\_\_ Date \_\_\_\_\_

City of Yantis by \_\_\_\_\_ Date \_\_\_\_\_

Accepted and Agreed Upon by

Wood County by [Signature] Date 11/4/16

**INTERLOCAL CONTRACT WITH WOOD COUNTY INDUSTRIAL COMMISSION**

**RESOLUTION 102016(G)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT REGARDING WOOD COUNTY  
INDUSTRIAL COMMISSION SERVICES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The Mayor is hereby authorized and directed to execute the attached 'Interlocal Cooperation Contract or Agreement' with Wood County Industrial Commission regarding county wide economic development and tourism services. The City of Quitman contribution is \$3,187.10 for FYE 2017 budget.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 20th DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 20th DAY OF OCTOBER, 2016.**

APPROVED:



JR EVANS, Mayor

ATTEST:



Gregory D. Hollen, City Secretary/Administrator

**INTERLOCAL COOPERATION CONTRACT OR AGREEMENT**

Pursuant to provision of Chapter 791, Interlocal Cooperation Contracts, Section 791.011, State of Texas, Government code, this contract entered into by and between Wood County, Texas acting herein by and through its duly elected and qualified County Judge, duly hereunto authorized by action of the Commissioners Court of Wood County and the City of Quitman acting through their duly elected and qualified Mayor respectively, duly hereunto authorized by action of their respective City Council of said city, witnesses as follows:

1. Wood County Industrial Commission will provide a county-wide Economic Development and Tourism Plan.
2. Wood County Industrial Commission will employ an Executive Director for the entire county to develop and coordinate the county-wide Economic Development and Tourism Plan as required by Texas Government Code. The Executive director will be an employee of Wood County.
3. Wood County shall provide necessary administrative support for the continued development and implementation of the Economic Development and Tourism plan through the activities of the Executive Director.
4. The Cities of Wood County shall annually contribute a collective amount of \$19,282.65 for the development and implementation activities of the Wood County Industrial Commission Executive Director. Said Cities' annual contribution shall be divided on a pro-rata basis (\$1.57 per resident), based on the Cities' population. The City's contribution will first be expended in support of administrative operations, after which the County budget monies will provide the bulk of the funds needed

**FY 2016-2017**

City of Alba	\$ 1,000.00
City of Hawkins	\$ 2,006.46
City of Mipeola	\$ 7,088.55
City of Quitman	\$ 3,187.10
City of Winnsboro	\$ 5,391.38
City of Yantis	\$ 609.16
<b>Total</b>	<b>\$19,282.65</b>

Said parties are in agreement to the above terms of this contract or agreement.

**\*City of Quitman\***

Mayor 

Date 21 OCT 2016

(Title) MAYOR

Date \_\_\_\_\_

***Accepted and Agreed Upon By***

Wood County Judge \_\_\_\_\_

Date \_\_\_\_\_

Pct. 1 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

Pct. 2 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

Pct. 3 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

Pct. 4 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

WCIC Chairman \_\_\_\_\_

Date \_\_\_\_\_

WCIC Exe. Director \_\_\_\_\_

Date \_\_\_\_\_

**WOOD COUNTY AIRPORT BOARD APPOINTMENT**

**RESOLUTION 102016(H)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
APPOINTING A REPRESENTATIVE TO THE WOOD COUNTY AIRPORT BOARD**

**WHEREAS**, the Airport Board has approved amending the Wood County Airport Joint Agreement to include an additional director's seat on the Airport Board for the Wood County Industrial Commission;

**WHEREAS**, the Airport Board will need the approval from the Wood County Commissioner's Court, the City of Mineola, and the City of Quitman.

**WHEREAS**, the Airport Board agrees that both the Wood County Airport and the Wood County Industrial Commission would benefit from this additional seat by allowing both entities to work more closely together to enhance the county's economic growth and tourism,

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The City of Quitman concurs with the Wood County Airport Board recommendation that the Wood County Industrial Commission have a seat on the Airport Board.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 20<sup>TH</sup> DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 20<sup>TH</sup> DAY OF OCTOBER, 2016.**

ATTEST:

  
\_\_\_\_\_  
Gregory D. Hollen, City Secretary/Administrator

APPROVED:

  
\_\_\_\_\_  
J. R. Evans, Mayor



**PILOT CLUB FALL EXTRAVAGANZA PERMIT TO SERVE BEER AND WINE  
CIVIC CENTER – QUITMAN, TX  
RESOLUTION 102016(I)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE PILOT CLUB OF QUITMAN TO SERVE BEER AND WINE AT THEIR FALL  
EXTRAVAGANZA EVENT**

**WHEREAS**, the Pilot Club of Quitman is holding a Fall Extravaganza with paid admission,

**WHEREAS**, the Fall Extravaganza will be held at the Civic Center which allows beer and wine beverages,

**WHEREAS**, per TABC rules, where admission is charged, property owners must give permission to serve beer and wine, and to acquire a permit,


**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The City Council authorizes the Pilot Club to serve beer and wine at this event on 12<sup>th</sup> day of November, 2016.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 20<sup>TH</sup> DAY OF OCTOBER, 2016.**

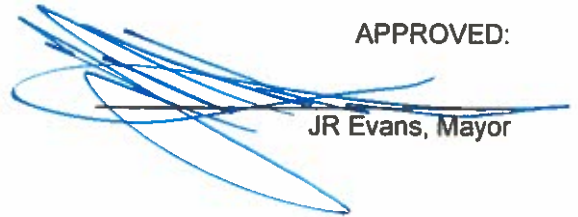
**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 20<sup>TH</sup> DAY OF OCTOBER, 2016.**

ATTEST:



Gregory D. Hollen, City Secretary/Administrator

APPROVED:



JR Evans, Mayor

**QUITMAN DEVELOPMENT CORPORATION PERMIT TO SERVE BEER AND WINE  
AT THE PROPERTY LOCATED AT 107, 109, 111, 113 LIPSCOMB ST. – QUITMAN, TX  
RESOLUTION 102016(J)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE QUITMAN DEVELOPMENT CORPORATION TO SERVE BEER AND WINE AT THE  
DESIGNATED LOCATIONS OF: 107, 109, 111, 113 LIPSCOMB STREET**

**WHEREAS**, the Quitman Development Corporation will host potential investors,

**WHEREAS**, this event will be held at the buildings located at 107, 109, 111, 113 Lipscomb Street

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The City Council authorizes the Quitman Development Corporation to serve beer and wine at this event on 18<sup>th</sup> day of November, 2016.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 20<sup>TH</sup> DAY OF OCTOBER, 2016.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 20<sup>TH</sup> DAY OF OCTOBER, 2016.**

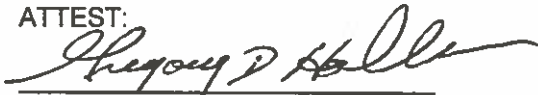
APPROVED:



Handwritten signature of JR Evans in blue ink, written over a horizontal line.

JR Evans, Mayor

ATTEST:



Handwritten signature of Gregory D. Hollen in blue ink, written over a horizontal line.

Gregory D. Hollen, City Secretary/Administrator

**INTERLOCAL COOPERATION CONTRACT OR AGREEMENT**

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City of Yantis	\$ 609.16
<b>Total</b>	<b>\$19,282.65</b>

Said parties are in agreement to the above terms of this contract or agreement.

**\*City of Quitman\***

Mayor \_\_\_\_\_

Date 21 OCT 2016

(Title) MAYOR

Date \_\_\_\_\_

**Accepted and Agreed Upon By**

Wood County Judge \_\_\_\_\_

Date \_\_\_\_\_

Pct. 1 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

Pct. 2 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

Pct. 3 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

Pct. 4 Commissioner \_\_\_\_\_

Date \_\_\_\_\_

WCIC Chairman \_\_\_\_\_

Date \_\_\_\_\_

WCIC Exe. Director \_\_\_\_\_

Date \_\_\_\_\_