



REGULAR MEETING MINUTES
City Council – City Of Quitman, Texas
Thursday February 16, 2017, 5:30 PM

City Council Chambers, City Hall - 401 E Goode Street, Quitman, TX

Council Present: J.R. Evans, Mayor; David Dobbs, Mayor Pro-Tem; Susan Resnik, Alderman; Randy Dunn, Alderman and Brad Medlin, Alderman. Kevin Gilbreath, Alderman also present.
Council member absent: none

Staff Present: Jim McLeroy, City Attorney; Walter Lutonsky, Streets & Maintenance Director; Dee Gilbreath, Utilities Director; Scott Wheeler, Fire Chief and Kelly Cole, Police Chief; Delene Allen, Civic Services Director; and Greg Hollen, City Secretary / Administrator. QDC Executive Director Denea Hudman was also present.
Staff Absent: none

Mayor Evans called the meeting to order at 5:30 PM.

Alderman Dunn gave an invocation and Mayor Pro Tem Dobbs led the recitation of the United States Pledge and the Texas Pledge

Item 1 Citizen Comments None

Item 2 Mayor comments

The Mayor mentioned the new QHS Athletic Director, Coach Bryan Oakes' arrival and reception prior to the council meeting. He talked about the Planning & Zoning board and solicited suggestions for the opening there, noting that he and Greg have been working to staff the organization and are scheduling a meeting soon. The Mayor also read a proclamation designating March 19 thru 25, 2017 as Poison Prevention Week, stressing the importance of keeping our community, especially children safe from accidental poisonings. He closed by requesting to move *Item 10, Resolution to fill Alderman Vacancy* up to immediately follow his remarks. There was no objection.

Item 10 Resolution of approval to appoint alderman to vacancy

Discussion was held regarding Alderman absence policy. City Attorney Jim McLeroy shared that three consecutive, unexcused absences render a city council seat vacant and an appointment would need to be made to fill the vacancy. Kevin Gilbreath noted that his absences were for work related events and were in part the result of our changing the council meeting times. City Attorney McLeroy recommended that any future absences, by any council member, be pre-approved by the council, and that advance approval would be sufficient.

Mayor Pro-Tem Dobbs made a motion to approve, Alderman Resnik seconded the motion. The motion passed unanimously.

Following the resolution approval, City Secretary / Administrator Hollen administered the oaths of office to Alderman Gilbreath and he returned to the council dais.

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 January 19, 2017 City Council Regular Meeting Minutes
- Item 4 None; no special meeting minutes this month
- Item 5 Financial Report as of January 31, 2017
- Item 6 Budget Report as of January 31, 2017
- Item 7 January Departmental Reports,

A discussion was held at the request of Alderman Dunn regarding unmarked city vehicles. Chief Cole outlined the types of vehicles and reasons for marking/identifying and those not marked.

Alderman Dunn made a motion to approve the Consent Agenda, Alderman Gilbreath seconded the motion. The motion passed unanimously.

Item 8 Wood County Industrial Commission Representative Report

WCIC representative Sam Scroggins provided the commission's monthly activity report summary covering the minutes of their February 2, 2017 meeting. He highlighted several items from that meeting, including the presentations on *Beautiful Wood County*, and the *My Honor Program* (BSA), by Mr. Jim Buerger who was in attendance with us. He spoke about the Texas Hotel Lodging Association's efforts to market additional tourist websites, such as TravelTexas.com. Sam closed with a recap of old business regarding UCC funding disbursements and carry over awarding of funds either returned or not spent. A discussion was held, initiated by Alderman Dunn regarding funds not spend being returned to the pool or lost, and Sam outlined his belief that returning funds would not guarantee their availability in a future funding cycle.

ORDINANCES

Item 9 *None; there were no Ordinances this month*

Item 11 Resolution approving Joint Elections

This is a companion Resolution to last month's ORDER 011917(01), authorizing May 6th election. This resolution outlines the sharing of expenses between city of Quitman, Quitman ISD and Wood County Central Hospital District, and identifies the location of early voting and election day voting.

Alderman Dunn made a motion to approve, Alderman Medlin seconded the motion. The motion passed unanimously.

Item 12 Resolution reviewing and approving ETCOG interlocal agreement on 911 info service

The Mayor outlined this annual request to engage with the ETCOG group to extend 9-1-1 database service to our community. City Secretary / Administrator Hollen mentioned this is a non-budgeted expense in the \$800.00 to \$1,400.00 annual cost range, with rebate options possible for some costs.

Mayor Pro-Tem Dobbs made a motion to approve, Alderman Resnik seconded the motion. The motion passed unanimously.

Item 14 Resolution authorizing interlocal agreement for mowing services with Wood County

The Mayor outlined this annual arrangement for our annual mowing relationship with the county. Dee Gilbreath acknowledged the County's helpfulness in this regard at our water and treatment plants.

Alderman Dunn made a motion to approve, Mayor Pro Tem Dobbs seconded the motion. The motion passed unanimously.

Item 15 Pool Funding - Transfer funds from General Fund Reserve to Pool Maintenance- Pool Repair bid approval/contract

Mayor introduced discussion regarding the city pool, and the need to provide repairs. To begin the process, he and Greg have spoken with our auditors at Acker & Company and all recommend the transfer of funds from Unrestricted General Reserve Funds into our budgeted Pool Maintenance budget line. There are immediate repair needs which could prevent the pool from opening this year, such as crumbling plaster. Assuming approval by the City Council, Gary Simpkins and other city staff have gathered bid proposals to obtain repairs. A motion to transfer \$15,500.00 from Unrestricted General Reserve Fund to Pool Maintenance Fund was made.

Alderman Gilbreath made a motion to approve, Mayor Pro Tem Dobbs seconded the motion. The motion passed unanimously.

Approval of Pool Maintenance contract with B&H Pools

Following authorization to transfer funds, the council discussed the actual bids received for the pool rehabilitation. B&H Pools of Plano, TX was identified as the lowest bidder and a motion was made to award them the bid.

Alderman Resnik made a motion to approve, Alderman Dunn seconded the motion. The motion passed unanimously.

Item 16 Resolution authorizing inclusion of updated position into City of Quitman Personnel Manual

The Mayor and City Secretary / Administrator have been updating job position descriptions to more accurately reflect staff responsibilities, and this resolution updates the municipal services clerk role. This resolution is a companion resolution to several positions approved at last month's meeting.

Mayor Pro-Tem Dobbs made a motion to approve, Alderman Medlin seconded the motion. The motion passed unanimously.

Item 17 Resolution appointing new library board member

A vacancy due to illness has been created on the Library Board. Library Director Allen has recommended Ms. Ulna McWhorter be appointed to fill the unexpired term, until September 30, 2018.

Mayor Pro-Tem Dobbs made a motion to approve, Alderman Gilbreath seconded the motion. The motion passed unanimously.

Item 18 Resolution supporting Police Grant Application

Mayor Evans introduced this topic as a continuation of our efforts to support our police department as they seek funding grants for various purposes. Chief Kelly Cole provided an overview of various grant requests underway, many requiring a city council resolution of support to complete the process. He mentioned a reporting system grant request underway to help defray \$8,000 in system costs, as well as a trauma bag request. further discussed the possibility of receiving HUMVEE vehicles in other grants.

Mayor Pro-Tem Dobbs made a motion to approve, Alderman Dunn seconded the motion. The motion passed unanimously.

The City Council went into Executive Session at 6:10 PM, or reviewing two items; a Real Estate matter as well as a Personnel matter. Council reconvened the city council meeting open session at 6:38 PM.

Item 19 R021617(K) Approval for the City Attorney to proceed with legal action needed to resolve the matter of a leased property - Voted to table at this time.

Item 20 R021617(L) Personnel City Secretary / Administrator To Retain, adjust salary & vacation Motion was made to approve an increase in compensation, including additional vacation, as outlined in his employment discussions.

Alderman Resnik made a motion to approve, Alderman Medlin seconded the motion. The motion passed unanimously.

Adjournment

Mayor Pro-Tem Dobbs made a motion to approve, Alderman Gilbreath seconded the motion. The motion passed unanimously.

The meeting was adjourned at 6:40 PM

I HEREBY CERTIFY THAT THESE MINUTES ARE A TRUE AND CORRECT RECORD OF THE ITEMS CONSIDERED AND ACTION TAKEN AT THIS MEETING AND THAT THESE MINUTES HAVE BEEN APPROVED AS TRUE AND CORRECT AND THAT AN EXECUTED COPY IS ON FILE WITH THIS OFFICE.

**Gregory D. Hollen
City Secretary / Administrator**

APPOINTMENT OF ALDERMAN

RESOLUTION 021617(B)

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

WHEREAS, the vacancy of City Council Alderman Kevin Gilbreath due to attendance has created a vacancy; and

WHEREAS, the City Council accepts the absences of Alderman Gilbreath as excused due to work commitments; and that these absences are a seasonal occurrence due to sports coaching,

WHEREAS, the Mayor has nominated, and the City Council accepts Kevin Gilbreath to fill the vacant and unexpired term; and

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

Kevin Gilbreath is hereby re-appointed to a vacant and unexpired term as Alderman, such appointment to commence and be effective on February 16, 2017.

As such appointment is to an otherwise unexpired term that would have been for two years expiring upon the regular May 2018 election, it is further found by this Council that the appointment shall stand only through the regular May 2018 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.

Further resolved that, future absences by Alderman Kevin Gilbreath caused by conflicts with his teaching/coaching schedule shall be excused in advance.

PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 16th DAY OF FEBRUARY, 2017.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 16th DAY OF FEBRUARY, 2017.

ATTEST:



Gregory D. Hollen City Secretary / Administrator

APPROVED:


J.R. Evans, Mayor

**R021617(C) RESOLUTION TO APPROVE JOINT ELECTIONS
JOINT ELECTION AGREEMENT – MAY 6, 2017 ELECTION**

City of Quitman, Texas; the Quitman Independent School District and the Wood County Hospital District

THIS AGREEMENT made this 16th day of February, 2017, by and between the City of Quitman, Texas, (hereinafter referred to as "City"), the Quitman Independent School District (hereinafter referred to as "QISD"), and the Wood County Hospital District (hereinafter referred to as the "WCCHD") is for the conduct of Election Day voting by personal appearance to be held at a common location for the purpose of conducting the City, QISD and WCCHD General Elections.

THIS AGREEMENT is effective upon the approval of the governing bodies of each party.

IN CONSIDERATION of the premises and mutual promises and obligations herein set forth, it is agreed:

- (1) The City, The QISD and WCCHD shall conduct joint Early Voting at City Hall at 401 E. Goode Street, with all costs of such being equally divided by all three (3) entities;
- (2) The City shall be responsible for the purchase and/or acquisition of their voting supplies; the costs of printing their respective ballots. The QISD and WCCHD shall jointly acquire voting supplies and ballots with all costs of such being equally divided by both entities. The cost associated with providing electronic or automated voting machines shall be divided equally by all entities;
- (3) All entities shall be responsible for providing their own locked ballot boxes, as necessary;
- (4) All entities shall utilize a joint polling location for the day of election, specifically the Quitman Independent School District High School Foyer at 1101 East Goode, on Saturday, May 6, 2017;
- (5) Any rental charge for use of early polling location and general election(s) on Saturday, May 6, 2017 is hereby waived by the City and the QISD, respectively;
- (6) All entities equally share the cost of election officials (Polling Judge and alternate judge ONLY) on the day of election for time and services as allowed by law. The City shall provide at least two (2) Clerks for election day at their cost. The QISD shall provide at least two (2) Clerks for day of the election a cost for which shall be divided equally among the QISD and WCCHD. The City shall appoint their own early voting clerk at their own cost and direction. The QISD and WCCHD shall appoint the same early voting clerk and all associated costs shall be equally divided by both entities;
- (7) Each entity shall be responsible for posting the election results for their respective elections;
- (8) Each entity shall be responsible for the publication and costs of any notices as required by law;
- (9) Any further expenditures to be incurred pertaining to the election not specifically address above will be paid by the respective entity incurring the expenditure;
- (10) Each entity will be responsible for the canvassing of their election; and
- (11) The City shall appoint their own custodian of election records. The QISD and WCCHD shall appoint the same custodian of records.

The purpose and intent of this agreement is in compliance with the Secretary of State's requirements under House Bill 1, Third Called Session, 2006, requiring school districts to have joint polling places on Election Day with municipalities located within the boundaries of such districts AND to reduce the cost to each entity for the conduct of this election.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and delivered as of the 16th day of February, 2017.

Quitman Independent School District

City of Quitman, Wood

Wood County Central Hospital District

Trey Teaff, Board President

J.R. Evans, Mayor

Jack Dickerson, Board President

Attest:

Attest:

Attest:

Royce Patterson, Board Secretary

Gregory D Hollen, City Secretary

Jan Gorman, Board Secretary

R-021617 (D)

**EAST TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL CONTRACT FOR
CITY 9-1-1 DATABASE MAINTENANCE**

Article 1: Parties and Purpose

1.1. The East Texas Council of Governments (ETCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. ETCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone services in State Planning Region 06, and the Texas Commission on State Emergency Communications (CSEC) has approved its current *Plan*.

1.2. The CITY OF QUITMAN ("The City"), in the County of WOOD, is a Texas municipality that has completed the physical addressing process as defined by County Addressing Standards and is a member government of ETCOG.

1.3 This contract is entered into between ETCOG and CITY OF QUITMAN under chapter 791 of the Government Code so that ETCOG can maintain the physical addresses assigned in the City and assign new growth addresses in the City.

Article 2: Goods and Services

2.1 ETCOG agrees to:

- (1) Perform tasks listed in *Attachment A, Scope of Work; and*
- (2) Protect the confidentiality of addressing databases furnished by telecommunications providers.

Article 3: Contract Price and Payment Terms

3.1. After the effective date of this contract ETCOG agrees to conduct all assigned services for the amount listed in *Attachment B, Cost of Services*. The cost of services are to be prepaid and are due immediately and in advance of services to be rendered.

Article 4: Effective Date and Term of Contract

4.1. This agreement shall be in effect March 1, 2017 to September 30, 2017, unless sooner terminated under Article 10.

Article 5: Performance Reports

5.1 No performance reports are required under this contract.

Article 6: Compliance with Applicable Law and Policy

6.1. ETCOG agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy includes but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part XII, Texas Administrative Code; the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning, Jan. 1998); Texas Advisory Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures*.

Article 7: Independent Contractor, Assignment and Subcontracting

7.1. ETCOG is not an employee or agent of the city, but furnishes goods and services under this contract solely as an independent contractor.

7.2. ETCOG may not assign its rights or subcontract its duties under this contract without the prior written consent of the city. An attempted assignment or subcontract in violation of this paragraph is void.

7.3. If the CITY OF QUITMAN consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and ETCOG agrees to furnish a copy of this contract to each of its subcontractors.

Article 8: Records and Monitoring

8.1. ETCOG agrees to maintain financial, statistical, costs, and receipts under this contract. ETCOG agrees to maintain these records at their offices.

8.2. Subject to the additional requirement of paragraph 8.3, ETCOG agrees to preserve the records for three years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, ETCOG agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. The CITY OF QUITMAN is entitled to inspect and copy, during normal business hours at ETCOG's office, the records maintained under this contract for as long as they are preserved. The city is also entitled to visit ETCOG's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. The CITY OF QUITMAN agrees to notify ETCOG at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of the city's notice, ETCOG agrees to notify the appropriate department(s) specified in the notice.

8.6. The CSEC and the Texas State Auditor have the same inspection, copying, and visitation rights as the city.

Article 9: Nondiscrimination and Equal Opportunity

9.1. ETCOG shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Suspension and Early Termination of Contract

10.1. If the city or ETCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Article 12.

10.2. Termination for breach under paragraph 10.1 does not waive either party's claim for damages resulting from the breach, and both the CITY OF QUITMAN and ETCOG among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.3. The ending of this contract under Article 4 or its early termination under this Article 10 does not affect ETCOG's duty:

- (1) to repay the CITY OF QUITMAN for expenditures made in violation of applicable law or policy in accordance with Article 6; and
- (2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Article 8.

Article 11: City Responsibilities

11.1 The city agrees to notify ETCOG of any changes in their city limit boundaries (annexation or de-annexations). The notification of the changes shall be made in writing with the supporting documentation to ETCOG at least 15 days prior to the change.

Article 12: Dispute Resolution

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with Article 12, until they have exhausted the procedures set out in this Article.

12.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 13: Notices to Parties

13.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 13.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 13.2.

13.2. ETCOG's address is:
3800 Stone Rd.
Kilgore, TX 75662
Attention: Executive Director: David Cleveland

CITY OF QUITMAN address is:
CITY HALL
401 E Goode St.
Quitman, Texas 75783
Attention: Mayor: J.R. Evans

13.3 A party may change its address by providing notice of the change in accordance with paragraph 13.1.

Article 14: Miscellaneous

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3. The following Attachments are part of this contract:

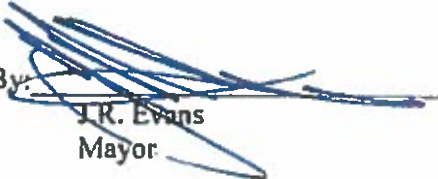
Attachment A	Scope of Work
Attachment B	Cost of Services

14.4. This contract is binding on and insures to the benefit of the parties' successors in interest.

14.5. This contract is executed in duplicate originals.

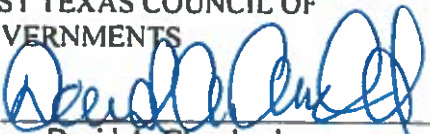
14.6. This contract replaces all previous contracts and/or amendments in effect for the purpose of provisioning 9-1-1 database maintenance for the city.

CITY OF QUITMAN, TEXAS

By: 
J.R. Evans
Mayor

Date: 2/16/17

**EAST TEXAS COUNCIL OF
GOVERNMENTS**

By: 
David A. Cleveland
Executive Director

Date: 3-7-17

**Attachment A
Scope of Work**

Appendix A – Scope of Work

Inventory- from the City of Quitman for ETCOG

- Base Map- if available
- Edit Sheets
- City Databases
- Contact information for local US Post Office Address
- Local Points of Contact

Procedures

1. All activities are to be completed and documented, tracking new requests for addresses.
 - Example:
 - Call comes in to ETCOG.
 - Individual information is recorded on a work order sheet.
 - Physical Location is found on map.
 - Address is assigned based upon standard scheme.
 - New address is given to the owner
 - Map edits and database update is completed
 - Quality Analysis is performed
 - Address verification letter is mailed and/or emailed to the owner
 - USPS Address Management System is notified of new assignment.
1. Will follow the established guidelines for mapping database and software
 - Use ESRI products as directed for mapping maintenance
 - Use 9-1-1 Geodatabase design
 - Use 9-1-1 USPS Circular C for Master Street Address Guide (MSAG) Road Name Creation
2. Will perform all corrections, additions, and deletions to 9-1-1 Database as needed:
 - extend, correct, create or resolve conflicts within the MSAGs maintained by and for county due to but not limited to the following:
 - Changes in Fire Response Zones
 - Changes in EMS Response Zones
 - Changes in Law Enforcement Response Zones
 - Changes in Public Safety Answering Point Boundaries
 - correct, create, or resolve conflicts within the Telephone Number (TN) database which may be due to the following:
 - Error reports created by Telco submitted data
 - Changes due to re-addressing
 - Changes in Fire Response Zones
 - Changes in EMS Response Zones
 - Changes in Law Enforcement Response Zones
 - Changes due to Public Safety Answering Point Boundaries

Attachment B Cost of Services

- Cost is based on 2010 Census data projection of 1,809citizens
- Cost annually is \$100 for the first 500 population
- Cost is \$1.00 per population above the base \$100
- Less 30% for continued service **AFTER** the 1st full year of service
- Total costs to the city for a full year of serve is: \$1,409.00
- **Today's prorated amount for March 2017-September 2017 is: \$821.92**
- Cost is to be paid in advance of receipt of services, invoice is attached.

ETCOG Database Maintenance Agreements with Cities								
City	Census Data	Base Cost 1st 500 people	Remainder Population	\$1 Per Person	Total Amount	30% Discount (after 1st year)	Discount Amount	To Be Paid
Alba	504	\$100.00	4	\$4.00	\$1,257.00	30%	\$377.10	\$879.90
Big Sandy	1343	\$100.00	843	\$843.00	\$943.00	0%	\$0.00	\$943.00
Canton	3581	\$100.00	3081	\$3,081.00	\$3,181.00	30%	\$954.30	\$2,226.70
Clarksville	865	\$100.00	365	\$365.00	\$465.00	30%	\$139.50	\$325.50
East Mountain	797	\$100.00	297	\$297.00	\$397.00	30%	\$119.10	\$277.90
East Tawakoni	883	\$100.00	383	\$383.00	\$483.00	30%	\$144.90	\$338.10
Easton	510	\$100.00	10	\$10.00	\$110.00	30%	\$33.00	\$77.00
Edom	375	\$100.00	0	\$0.00	\$100.00	30%	\$30.00	\$70.00
Emory	1239	\$100.00	739	\$739.00	\$839.00	30%	\$251.70	\$587.30
Frankston	1229	\$100.00	729	\$729.00	\$829.00	30%	\$248.70	\$580.30
Gilmer	5052	\$100.00	4552	\$4,552.00	\$4,652.00	30%	\$1,395.60	\$3,256.40
Gladewater	6381	\$100.00	5881	\$5,881.00	\$5,981.00	30%	\$1,794.30	\$4,186.70
Grand Saline	3136	\$100.00	2636	\$2,636.00	\$2,736.00	30%	\$820.80	\$1,915.20
Hawkins	1278	\$100.00	778	\$778.00	\$878.00	30%	\$263.40	\$614.60
Mineola	4515	\$100.00	4015	\$4,015.00	\$4,115.00	30%	\$1,234.50	\$2,880.50
Ore City	1144	\$100.00	6444	\$744.00	\$744.00	30%	\$223.20	\$520.80
Pittsburg	4497	\$100.00	3997	\$3,997.00	\$4,097.00	30%	\$1,229.10	\$2,867.90
Point	820	\$100.00	320	\$320.00	\$420.00	30%	\$126.00	\$294.00
Quitman	1809	\$100.00	1309	\$1,309.00	\$1,409.00	0%	\$0.00	\$1,409.00
Van	2632	\$100.00	2132	\$2,132.00	\$2,232.00	30%	\$669.60	\$1,562.40
White Oak	6469	\$100.00	5969	\$5,969.00	\$6,069.00	30%	\$1,820.70	\$4,248.30
Wills Point	3524	\$100.00	3024	\$3,024.00	\$3,124.00	30%	\$937.20	\$2,186.80
					\$45,061.00		\$12,812.70	\$32,248.30

R-021617 (D)

**EAST TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL CONTRACT FOR
CITY 9-1-1 DATABASE MAINTENANCE**

Article 1: Parties and Purpose

1.1. The East Texas Council of Governments (ETCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. ETCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone services in State Planning Region 06, and the Texas Commission on State Emergency Communications (CSEC) has approved its current *Plan*.

1.2. The **CITY OF QUITMAN** ("The City"), in the County of **WOOD**, is a Texas municipality that has completed the physical addressing process as defined by County Addressing Standards and is a member government of ETCOG.

1.3 This contract is entered into between ETCOG and **CITY OF QUITMAN** under chapter 791 of the Government Code so that ETCOG can maintain the physical addresses assigned in the City and assign new growth addresses in the City.

Article 2: Goods and Services

2.1 ETCOG agrees to:

- (1) Perform tasks listed in *Attachment A, Scope of Work*; and
- (2) Protect the confidentiality of addressing databases furnished by telecommunications providers.

Article 3: Contract Price and Payment Terms

3.1. After the effective date of this contract ETCOG agrees to conduct all assigned services for the amount listed in *Attachment B, Cost of Services*. The cost of services are to be prepaid and are due immediately and in advance of services to be rendered.

Article 4: Effective Date and Term of Contract

4.1. This agreement shall be in effect **March 1, 2017 to September 30, 2017**, unless sooner terminated under Article 10.

Article 5: Performance Reports

5.1 No performance reports are required under this contract.

Article 6: Compliance with Applicable Law and Policy

6.1. ETCOG agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy includes but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part XII, Texas Administrative Code; the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning, Jan. 1998); Texas Advisory Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures*.

Article 7: Independent Contractor, Assignment and Subcontracting

7.1. ETCOG is not an employee or agent of the city, but furnishes goods and services under this contract solely as an independent contractor.

7.2. ETCOG may not assign its rights or subcontract its duties under this contract without the prior written consent of the city. An attempted assignment or subcontract in violation of this paragraph is void.

7.3. If the **CITY OF QUITMAN** consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and ETCOG agrees to furnish a copy of this contract to each of its subcontractors.

Article 8: Records and Monitoring

8.1. ETCOG agrees to maintain financial, statistical, costs, and receipts under this contract. ETCOG agrees to maintain these records at their offices.

8.2. Subject to the additional requirement of paragraph 8.3, ETCOG agrees to preserve the records for three years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, ETCOG agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. The **CITY OF QUITMAN** is entitled to inspect and copy, during normal business hours at ETCOG's office, the records maintained under this contract for as long as they are preserved. The city is also entitled to visit ETCOG's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. The **CITY OF QUITMAN** agrees to notify ETCOG at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of the city's notice, ETCOG agrees to notify the appropriate department(s) specified in the notice.

8.6. The CSEC and the Texas State Auditor have the same inspection, copying, and visitation rights as the city.

Article 9: Nondiscrimination and Equal Opportunity

9.1. ETCOG shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Suspension and Early Termination of Contract

10.1. If the city or ETCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Article 12.

10.2. Termination for breach under paragraph 10.1 does not waive either party's claim for damages resulting from the breach, and both the **CITY OF QUITMAN** and ETCOG among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.3. The ending of this contract under Article 4 or its early termination under this Article 10 does not affect ETCOG's duty:

- (1) to repay the **CITY OF QUITMAN** for expenditures made in violation of applicable law or policy in accordance with Article 6; and
- (2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Article 8.

Article 11: City Responsibilities

11.1 The city agrees to notify ETCOG of any changes in their city limit boundaries (annexation or de-annexations). The notification of the changes shall be made in writing with the supporting documentation to ETCOG at least 15 days prior to the change.

Article 12: Dispute Resolution

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with Article 12, until they have exhausted the procedures set out in this Article.

12.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 13: Notices to Parties

13.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 13.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 13.2.

13.2. ETCOG's address is:
3800 Stone Rd.
Kilgore, TX 75662
Attention: Executive Director: David Cleveland

CITY OF QUITMAN address is:
CITY HALL
401 E Goode St.
Quitman, Texas 75783
Attention: Mayor: J.R. Evans

13.3 A party may change its address by providing notice of the change in accordance with paragraph 13.1.

Article 14: Miscellaneous

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3. The following Attachments are part of this contract:

Attachment A	Scope of Work
Attachment B	Cost of Services

14.4. This contract is binding on and insures to the benefit of the parties' successors in interest.

14.5. This contract is executed in duplicate originals.

14.6. This contract replaces all previous contracts and/or amendments in effect for the purpose of provisioning 9-1-1 database maintenance for the city.

CITY OF QUITMAN, TEXAS

By: _____

J.R. Evans
Mayor

Date: _____

2/16/17

**EAST TEXAS COUNCIL OF
GOVERNMENTS**

By: _____

David A. Cleveland
Executive Director

Date: _____

Attachment A Scope of Work

Appendix A – Scope of Work

Inventory- from the City of Quitman for ETCOG

- Base Map- if available
- Edit Sheets
- City Databases
- Contact information for local US Post Office Address
- Local Points of Contact

Procedures

1. All activities are to be completed and documented, tracking new requests for addresses.

- Example:
 - Call comes in to ETCOG.
 - Individual information is recorded on a work order sheet.
 - Physical Location is found on map.
 - Address is assigned based upon standard scheme.
 - New address is given to the owner
 - Map edits and database update is completed
 - Quality Analysis is performed
 - Address verification letter is mailed and/or emailed to the owner
 - USPS Address Management System is notified of new assignment.
1. Will follow the established guidelines for mapping database and software
 - Use ESRI products as directed for mapping maintenance
 - Use 9-1-1 Geodatabase design
 - Use 9-1-1 USPS Circular C for Master Street Address Guide (MSAG) Road Name Creation
 2. Will perform all corrections, additions, and deletions to 9-1-1 Database as needed:
 - extend, correct, create or resolve conflicts within the MSAGs maintained by and for county due to but not limited to the following:
 - Changes in Fire Response Zones
 - Changes in EMS Response Zones
 - Changes in Law Enforcement Response Zones
 - Changes in Public Safety Answering Point Boundaries
 - correct, create, or resolve conflicts within the Telephone Number (TN) database which may be due to the following:
 - Error reports created by Telco submitted data
 - Changes due to re-addressing
 - Changes in Fire Response Zones
 - Changes in EMS Response Zones
 - Changes in Law Enforcement Response Zones
 - Changes due to Public Safety Answering Point Boundaries

Attachment B Cost of Services

- Cost is based on 2010 Census data projection of 1,809 citizens
- Cost annually is \$100 for the first 500 population
- Cost is \$1.00 per population above the base \$100
- PARTIAL year March 1, 2017- September 30, 2017 prorated amount: \$821.92
- Cost is to be paid in advance of receipt of services, invoice is attached.

ETCOG Interlocal Database Maintenance Agreements with Cities

City	Census Data	Base Cost 1st 500 people	Remainder Population	\$1 Per Person	Total Amount	30% Discount (after 1st year)	To Be Paid
Alba	504	\$100.00	4	\$4.00	\$104.00	\$31.20	\$72.80
Canton	3581	\$100.00	3081	\$3,081.00	\$3,181.00	\$954.30	\$2,226.70
Clarksville	865	\$100.00	365	\$365.00	\$465.00	\$139.50	\$325.50
East Mountain	797	\$100.00	297	\$297.00	\$397.00	XXXX	\$397.00
East Tawakoni	883	\$100.00	383	\$383.00	\$483.00	\$144.90	\$338.10
Easton	510	\$100.00	10	\$10.00	\$110.00	\$33.00	\$77.00
Edom	375	\$100.00	0	\$0.00	\$100.00	\$30.00	\$70.00
Emory	1239	\$100.00	739	\$739.00	\$839.00	\$251.70	\$587.30
Frankston	1229	\$100.00	729	\$729.00	\$829.00	\$248.70	\$580.30
Gilmer	5052	\$100.00	4552	\$4,552.00	\$4,652.00	\$1,395.60	\$3,256.40
Gladewater	6381	\$100.00	5881	\$5,881.00	\$5,981.00	\$1,794.30	\$4,186.70
Grand Saline	3136	\$100.00	2636	\$2,636.00	\$2,736.00	\$820.80	\$1,915.20
Hawkins	1278	\$100.00	778	\$778.00	\$878.00	\$263.40	\$614.60
Mineola	4515	\$100.00	4015	\$4,015.00	\$4,115.00	\$1,234.50	\$2,880.50
Point	820	\$100.00	320	\$320.00	\$420.00	\$126.00	\$294.00
Quitman	1809	\$100.00	1309	\$1309.00	\$1409.00	XXXX	\$1409.00
Van	2632	\$100.00	2132	\$2,132.00	\$2,232.00	\$669.60	\$1,562.40
White Oak	6469	\$100.00	5969	\$5,969.00	\$6,069.00	\$1,820.70	\$4,248.30
Wills Point	3524	\$100.00	3024	\$3,024.00	\$3,124.00	\$937.20	\$2,186.80
					\$38,124.00	\$10,895.40	\$27,228.60

MOWING AGREEMENT WITH WOOD COUNTY

RESOLUTION 021617(F)

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

WHEREAS, Wood County will assist the City of Quitman by mowing at the water treatment plant lagoons and mowing some of the water and sewer right of ways through December 31, 2017

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 Mowing Services.

PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS ON THIS 16TH DAY OF FEBRUARY, 2017.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 16TH DAY OF FEBRUARY, 2017.

APPROVED:



J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator

FILED FOR RECORD
2017 MAR 24 AM 10:55
KELLEY PRICE
COUNTY CLERK, WOOD CO. TX

INTERLOCAL COOPERATION CONTRACT OR AGREEMENT

Pursuant to provisions of Chapter 791, Interlocal Cooperation Contracts, Section 791.011, State of Texas, Government Code, this contract or agreement 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, Texas, and the City of Quitman acting herein by and through its duly elected and qualified Mayor, duly hereunto authorized by action of the City Council of said City, witnesses as follows:

Wood County will assist the City of Quitman as follows: mowing at the water treatment plant lagoons and mowing some of the water and sewer right of ways through December 31, 2017.

Wood County to furnish equipment and labor for which said City shall pay to the County the sum of \$60.00 per hour for Motor Grader, \$50.00 per hour for mixer, \$50.00 per hour for back-hoe, current County cost for oil sand, \$40.00 per hour for Dump Truck, \$40.00 per hour for loader, current County cost for base, \$50.00 per hour for Boom Axe, \$100.00 per hour for Recycler, current County cost for RAP, \$50.00 per hour for Haul truck, and if Wood County furnishes any materials said City shall pay the cost of said material:

The rights, objectives, duties, and responsibilities of the contracting parties are as follows: The City of Quitman shall save and keep Wood County harmless from any and all liability and damages which may be occasioned by the furnishing of the above services by said Wood County.

Executed this 24TH day of MARCH, 2017.

WOOD COUNTY, TEXAS

agoons and mowing some of the water and sewer right of ways through December 31,

Wood County to furnish equipment and labor for which said City shall pay to the County
a rate of \$60.00 per hour for Motor Grader, \$50.00 per hour for mixer, \$50.00 per hour for
dozer, current County cost for oil sand, \$40.00 per hour for Dump Truck, \$40.00 per
hour for loader, current County cost for base, \$50.00 per hour for Boom Axe, \$100.00 per
hour for Recycler, current County cost for RAP, \$50.00 per hour for Haul truck, and if
Wood County furnishes any materials said City shall pay the cost of said material:

The rights, objectives, duties, and responsibilities of the contracting parties are as
follows: The City of Quitman shall save and keep Wood County harmless from any and all
injury and damages which may be occasioned by the furnishing of the above services by
Wood County.

Executed this 24th day of MARCH, 2017.

WOOD COUNTY, TEXAS

BY: 

CITY OF QUITMAN

BY: 

GENERAL FUND BUDGET REALLOCATION

RESOLUTION 021617(G)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
AUTHORIZING THE REALLOCATION OF PREVIOUSLY BUDGETED AMOUNTS BETWEEN LINES IN THE
FISCAL YEAR ENDING 2017 GENERAL FUND BUDGET**

WHEREAS, Quitman City Council approved and authorized specific expenditures by line item within the General Fund and authorized certain rules regarding reallocations between lines that would require Council authorization for transfers over 10% of any involved line item, and

WHEREAS, such a transfer has become necessary to repair and maintenance on city pool, including bid review and award of contract, to B & H Pools, Inc. Of Plano, Texas,

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

The City Secretary /Administrator is hereby authorized and directed to make reallocation of previously budgeted expenditures within the General Fund as follows:

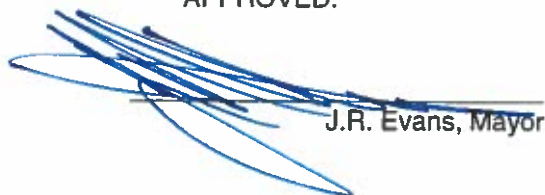
The budgeted amount in Unrestricted General Fund Reserve Account # 1013184 – Shall be reduced by \$15,500.00;

The budgeted amount in Account # 1018002 – BMR - Pool shall be increased by \$15,500.00.

PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 16th DAY OF FEBRUARY, 2017.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 16th DAY OF FEBRUARY, 2017.

APPROVED:



J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator

GENERAL FUND BUDGET REALLOCATION

RESOLUTION 021617(G-b)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
APPROVING BIDS FOR CITY SWIMMING POOL MAINTENANCE**

WHEREAS, Quitman City Council approved and authorized specific expenditures by line item within the General Fund for pool maintenance, and

WHEREAS, it has become necessary to undergo a competitive bid review process to select a firm to engage in repairs on the city pool;

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

The City Council does approve and award a repair & maintenance contract to B & H POOLS, Inc. of Plano, Texas; The Mayor is hereby authorized and directed to approve such contract with B & H POOLS to perform maintenance on the city pool facilities.

PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 16th DAY OF FEBRUARY, 2017.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 16th DAY OF FEBRUARY, 2017.

APPROVED:



J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator

PERSONNEL POLICIES AND PROCEDURES MANUAL REVISION

RESOLUTION 021617(H)

**RESOLUTION OF THE CITY COUNCIL, CITY OF QUITMAN, TEXAS
AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL**

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

The City of Quitman, TX – Personnel Policy and Procedures Manual shall be amended as follows:

SECTION 18.2 JOB DESCRIPTION: A job description will identify the basic responsibilities expected from each employee. A job title and job description does not restrict an employee to perform only that job. The following is a list of new / updated job descriptions:

JOB TITLE: Municipal Services Clerk
REPORTS TO: City Secretary / Administrator

JOB SUMMARY
See attached revisions.

PRINCIPAL DUTIES AND RESPONSIBILITIES:
See attached revisions.

The City Secretary is hereby authorized and directed to provide a copy of this resolution to all employees.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS ON THIS 16TH DAY OF
FEBRUARY, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 16TH DAY OF
FEBRUARY, 2017.**

APPROVED:


J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator

LIBRARY ADVISORY BOARD APPOINTMENTS

RESOLUTION 021617(I)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
APPOINTING AN INDIVIDUAL TO THE LIBRARY ADVISORY BOARD**

WHEREAS, Quitman City Council Ordinance 041609(01) established a Library Advisory Board for the general purposes of reviewing library policy; determining the purposes of the library and developing long-range plans for service; representing the public and its interests in the operation of the library; promoting support for the library from the community; interpreting and reporting the needs of the community; reviewing reports provided to city officials and the community; reviewing the annual library budget; and

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

The following individual is hereby appointed as a member of the Library Advisory Board with terms affixed as follows:

Ulna McWhorter Term to be February 16, 2017, to September 30, 2018

**INTRODUCED AND PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
THIS THE 16TH DAY OF FEBRUARY, 2017.**

**IN WITNESS WHEREOF WE AFFIX OUR SIGNATURES HERETO
THIS THE 16TH DAY OF FEBRUARY, 2017.**

APPROVED:



J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen, City Secretary/Administrator

POLICE DEPARTMENT GRANT APPROVAL RESOLUTION

RESOLUTION 021617(J)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS
REGARDING AUTHORIZATION FOR A GRANT APPLICATION FOR POLICE FUNDS**

WHEREAS, The City of Quitman finds it in the best interest of the citizens of Quitman, TX that the Edward Burne (JAG) Grant be operated for the 2017 year, and

WHEREAS, The City of Quitman agrees to provide applicable matching grant funds for said project as required by the Office of the Governor grant application; and

WHEREAS, The City of Quitman agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Quitman assures the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Quitman designates Chief Kelly Cole as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City of Quitman approves submission of the grant application for the Public Safety / Officer Safety Grant #3292001, to the Office of the Governor.

INTRODUCED AND PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS THE 16TH DAY OF FEBRUARY, 2017.

IN WITNESS WHEREOF WE AFFIX OUR SIGNATURES HERETO THIS THE 16TH DAY OF FEBRUARY, 2017.

APPROVED:



J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen, City Secretary/Administrator

RESOLUTION 021617(K) *Tabled*****

AUTHORIZING LITIGATION

WHEREAS, the City Council of the City of Quitman, Texas, is charged with the responsibility of management and control of property owned by the City in order to carry out proper municipal purposes; and

WHEREAS, by instrument dated July 3, 1985, the City of Quitman purported to enter into a lease agreement with Beverly Waddleton, et al, leasing property described therein for a period of 99 years at a nominal rate; and

WHEREAS, said lease abrogates all control over the use of the real property to the Lessee and, due to its long term and nominal lease rate, essentially conveys a fee title interest in and to the land without receiving fair value for the citizens of Quitman, Texas; and

WHEREAS, the City Council finds in the best interest of the City that action must be taken to allow the egregious situation as set forth above to be remedied;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Quitman, Texas, authorizes its City Attorney to petition the court for any and all relief which will permit the City to terminate the lease and to restore the subject property to the control of the City of Quitman; and

BE IT FURTHER RESOLVED, that the Mayor be authorized to execute any documents and to expend all sums necessary to effectuate the above;

BE IT FURTHER RESOLVED, that this Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid same shall not affect the remainder of this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 16th DAY OF FEBRUARY, 2017.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 16th DAY OF FEBRUARY, 2017.

tabled

APPROVED:

J.R. Evans, Mayor

ATTEST:

Gregory D. Hollen, City Secretary / Administrator

RESOLUTION 021617 (L)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS

APPROVING / AUTHORIZING CHANGES TO COMPENSATION PACKAGE

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

The city council approves salary adjustment to \$50,000.00 and one (1) additional week of vacation for Gregory D. Hollen.

PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS HIS 16TH DAY OF FEBRUARY, 2017.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 16TH DAY OF FEBRUARY, 2017.

APPROVED:



J.R. Evans, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator