



**REGULAR MEETING MINUTES**  
**City Council – City Of Quitman, Texas**

Thursday June 22, 2017, 5:30PM

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

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

**Staff Present:** Jim McLeroy, City Attorney; Walter Lutonsky, Streets & Maintenance Director; Dee Gilbreath, Utilities Director; Scott Wheeler, Fire Chief; Kelly Cole, Police Chief; Delene Allen, Civic Services Director; and Greg Hollen, City Secretary / Administrator. City Finance Clerk Sheryl Laudenslager also present.

WC Sheriff Tom Castloo, WC Sheriff Chief Deputy Bobby Sanders, WC DA Jim Wheeler, WC Asst. DA Jerry Hirsch and Criminal District Court Judge Jeff Fletcher, were also in attendance.

**Staff Absent:** none

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

**Mayor Dobbs gave an invocation and Alderman Medlin led the recitation of the United States Pledge and the Texas Pledge**

**Item 1                      Citizen Comments**

WC Sheriff Tom Castloo spoke regarding the June 22, 2017 article in the *Wood County Monitor*, expressing his disappointment in the city's lack of a public response to former Quitman police Captain Bevill's affidavit in a pending criminal court case. He stated he felt the city should refute the statements and to do more to provide support to the WC DA's office, the WC Sheriff's office and Criminal District Court Judge's office in this matter.

**Item 2                      Mayor Comments**

Mayor Dobbs provided an overview of the council meeting agenda structure, stating for clarity and ease of flow we would take up several Resolutions followed by two Ordinances related to economic development. He shared his activities in the past month, highlighting visits to city council meetings in Mineola and Winnsboro and relationships developed with their leaders.

He complimented the Quitman VFD in the successful Open House last Saturday and the excitement our new fire truck has generated. Mayor Dobbs further noted the meetings he was holding with the Department heads and city administration as we begin the budget process and the timeline as we prepare for next round of budget meetings which will include city council members. Dobbs closed by sharing the upcoming July 4<sup>th</sup> city events at Jim Hogg Park and directed those in attendance to the program activity flyers provided in the back of the council chambers.

**CONSENT AGENDA**

*Mayor Dobbs outlined the contents and purpose of the items listed in the consent agenda (below) and explained that department heads will highlight major accomplishments in future meetings.*

- Item 3                      May 18, 2017 City Council Regular Meeting Minutes
- Item 4                      June 1, 2017 Special Council Meeting Minutes
- Item 5                      Financial Report as of May 31, 2017
- Item 6                      Budget Report as of May 31, 2017

Mayor Pro tem Dunn asked about spending increases in Dues & Subscriptions, Insurance and Office Supplies areas. He asked why the increases and city attorney McLeroy suggested new hiring may have increased in some areas. City Secretary / Administrator Hollen indicated he would look into this with the city Financial Clerk Laudenslager and provide a response.

**Item 7                      April Departmental Reports**

Police Chief Cole spoke during department reports, apologizing to those in attendance, stating that one person's actions should not reflect on the department or the city. He shared the desire of the city to work with all the members of the justice community in Wood County.

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

## PRESENTATIONS

### **Item 8 Wood County Industrial Commission Representative Report**

Dr Joanne Wisdom provided a recap of the June meeting, noting the selection of a new WCIC chair, Dan Kirk, who had been vice chair, ascending upon the resignation of the prior chairperson. Dr Wisdom spoke of the economic impact of the county airport and the recent airfield renaming in honor of Wayne Collins. She shared three recent bylaw revisions and shared the community reports by Mineola city manager Mercy Rushing on the Sanderson Farms project. She noted there would be no July, 2017 WCIC meeting. WCIC representatives Sam Scroggins, Martha Scroggins and WCIC ED Kiki Bettis were also in attendance.

## RESOLUTIONS

### **Item 11 R062217(A) Resolution appointing alderman to fill vacation position**

Mayor Dobbs introduced local civic leader Jack Robinson as the selection to fill the position vacated due to the Mayor's election to his current role. He highlighted some of Jack's contributions to the community, including his 27+ years on the QISD.

***Alderman Gilbreath made a motion to approve; Alderman Medlin seconded the motion. The motion passed unanimously.***

### **Item 12 R062217(A) Oath of Office for new Alderman**

City Secretary / Administrator Hollen administered the Oaths of Office to Alderman Jack Robinson

### **Item 13 R062217 (C) Resolution for QDC Economic Development Incentives Grant Agreement**

City Secretary / Administrator Hollen outlined this resolution, which provides support for the QDC to engage Colonial Construction Group, and their principal Mr. Jamie Wyatt, in joint development efforts in the downtown area.

***Mayor Pro-Tem Dunn made a motion to approve; Alderman Resnik seconded the motion. The motion passed unanimously.***

### **Item 14 R062217 (B) Resolution re-authorizing tax abatement guidelines and criteria**

City Secretary / Administrator Hollen stated this resolution was a biannual renewal of the tax abatement program, responding to a question that only changes are slight to the schedule of abatement. City Attorney McLeroy reinforced that these could be adjusted downward in future engagements with developer partners.

***Alderman Gilbreath made a motion to approve; Mayor Pro-Tem Dunn seconded the motion. The motion passed unanimously.***

### **Item 15 R062217 (D) Authorizing continued participation - ATMOS cities steering committee**

This is the annual membership engagement with the regional steering committee to protect the city's interests, and continue payment of the \$0.02 per capita fee for membership.

***Alderman Resnik made a motion to approve; Alderman Robinson seconded the motion. The motion passed unanimously.***

### **Item 16 R062217(E) Reappointment of Scott Wheeler as Quitman City Fire Dept. Chief**

Resolution reappoints Chief Wheeler to another two year term, and a slate of VFD officers. Chief Wheeler has served in this capacity since 2008.

***Alderman Gilbreath made a motion to approve; Alderman Medlin seconded the motion. The motion passed unanimously.***

### **Item 17 R062217(F) Authorization of Engineering Task Orders for Utility System Projects**

City Secretary / Administrator Hollen outlined this engineering change order have been received from KSA Engineering, reviewed and approved by Mayor Dobbs following approval by Utilities Director Dee Gilbreath. This is part of the overall water plant transfer pump system modifications underway.

***Mayor Pro-Tem Dunn made a motion to approve; Alderman Resnik seconded the motion. The motion passed unanimously.***

### **Item 18 R062217(G) Appointment to QDC board to fill vacant term**

This resolution appoints local banker and business leader Joe Parris to the unexpired board term occurring by the resignation of former Mayor J.R. Evans.

***Mayor Pro-Tem Dunn made a motion to approve; Alderman Robinson seconded the motion. The motion passed unanimously.***

## ORDINANCES

**Item 9      ORDO062217(1) Authorizing and approving an agreement for development and tax abatement with Jamie Wyatt for 101 Lipscomb St.**

This Ordinance provides targeted tax abatement support to the development pending at 101 Lipscomb St, in concert with R062217 (C). City Attorney McLeroy stated this is consistent with the previous agreements passed and the updated tax assessment and abatement programs now in place. Prior to the motion passing, Mayor Pro Tem Dunn thanked QDC ED Hudman for her efforts in securing this developer into our community.

***Alderman Medlin made a motion to approve; Alderman Gilbreath seconded the motion. The motion passed unanimously.***

**Item 10      ORDO062217(2) Authorizing and approving an agreement for development and tax abatement with Jamie Wyatt for 107 & 113 Lipscomb Sts.**

This Ordinance provides targeted tax abatement support to the development pending at 107 & 113 Lipscomb St properties, also in concert with R062217 (C). City Attorney McLeroy reiterated the consistency of previous agreements passed and the updated tax assessment and abatement programs now in place.

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

***Mayor Pro-Tem Dunn made a motion to Adjourn, Alderman Robinson seconded the motion. The motion passed unanimously.***

**MEETING ADJOURNED AT 6:10 PM**

**(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.**

ADJOURN

**APPOINTMENT OF ALDERMAN**

**RESOLUTION 062217(A)**

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

**WHEREAS**, the election of David Dobbs to the position of Mayor in the May, 6, 2017 City elections has created a vacancy; and

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

**WHEREAS**, the Mayor has nominated Jack Robinson to fill the vacant and unexpired term; and

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

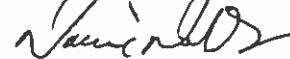
Jack Robinson is hereby appointed to a vacant and unexpired term as Alderman, such appointment to commence and be effective on June 22, 2017.

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.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 22nd DAY OF JUNE, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 22nd DAY OF JUNE, 2017.**

APPROVED:



David Dobbs, Mayor

ATTEST:



Gregory D. Hollen City Secretary / Administrator

**IN THE NAME AND BY THE AUTHORITY OF**

**THE STATE OF TEXAS**

**Oath of Office**

I, **Jack Robinson**, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Alderman, in the City of Quitman, TX, county of Wood, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and the laws of the United States and of this State, so help me God.

  
Affiant

Sworn to and subscribed before me by affiant on this 22nd day of June, 2017.

  
\_\_\_\_\_

*(municipal court seal)*

Signature of Person Administering Oath

Gregory D. Hollen  
Printed Name

City Secretary / Administrator  
Title

**IN THE NAME AND BY THE AUTHORITY OF**

**THE STATE OF TEXAS**

**Oath of Office**

I, **Jack Robinson**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

  
\_\_\_\_\_  
Affiant

Sworn to and subscribed before me by affiant on this 22nd day of June, 2017.

  
\_\_\_\_\_

*(municipal court seal)*

Signature of Person Administering Oath

Gregory D. Hollen  
Printed Name

City Secretary / Administrator  
Title

**TAX ABATEMENT GUIDELINES AND CRITERIA**

**RESOLUTION 072217(B)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
ADOPTING GUIDELINES AND CRITERIA FOR CREATING REINVESTMENT ZONES AND GRANTING TAX  
ABATEMENT IN REINVESTMENT ZONES CREATED BY THE CITY OF QUITMAN, TEXAS OR OTHER  
TAXING JURISDICTION AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, Quitman City Council Resolution 021810(E) elected to participate in tax abatements and Resolution 031810(B) adopted guidelines and criteria for such abatements, and was reauthorized by Resolution 121814(B) and

**WHEREAS**, Chapter 312 of the Texas Tax Code requires cities, which elect to participate in tax abatement program, to establish guidelines and criteria governing the designation of reinvestment zones and tax abatement programs prior to granting any tax abatement and review such criteria every 24 months, and

**WHEREAS**, to assure a common coordinated effort to promote economic development within the City of Quitman, such guidelines and criteria should be adopted and maintained, and

**WHEREAS**, tax incentives offered by the City of Quitman should be limited to the creation of new value and linked directly to economic development,

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

The attached 'City of Quitman - Tax Abatement Guidelines and Criteria' are hereby adopted as the guidelines and criteria governing the creation of reinvestment zones and granting of tax abatement within reinvestment zones.

The effective date of these guidelines and criteria shall be from the date of adoption of this resolution for two (2) years unless sooner amended or repealed.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 22<sup>ND</sup> DAY OF JUNE, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 22<sup>ND</sup> DAY OF JUNE, 2017.**

  
APPROVED:  
\_\_\_\_\_  
David Dobbs, Mayor

ATTEST:  
  
\_\_\_\_\_  
Gregory D. Hollen, City Secretary

**R062217(C) QDC ECONOMIC DEVELOPMENT INCENTIVES GRANT AGREEMENT**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF QUITMAN, WOOD COUNTY, TEXAS EXPRESSING SUPPORT FOR THE ECONOMIC DEVELOPMENT INCENTIVES GRANT AGREEMENT MADE BY AND BETWEEN THE QUITMAN DEVELOPMENT CORPORATION (HEREAFTER "QDC") AND COLONIAL HOMES CONSTRUCTION GROUP, LLC, A TEXAS LIMITED LIABILITY CORPORATION (HEREAFTER "OWNER").**

WHEREAS, the QDC is a Texas non-profit corporation organized pursuant to the Texas Development Corporation Act and is authorized thereby, to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and property, to promote state or local economic development and to stimulate business and commercial activity in the City of Quitman; and

WHEREAS, Owner proposes to develop commercial and residential property within the City of Quitman; and

WHEREAS, the QDC has agreed to join Owner to request for Owner an abatement of ad valorem property taxes for the value of improvements to be made to the property in accordance with this agreement from the City of Quitman and from Wood County; and

WHEREAS, to encourage Owner to develop the Property, the QDC desires to grant to Owner, under the terms and conditions set forth in this Agreement, a fee title interest in and to the Property in accordance with the terms set forth in the attached executed agreement.

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

**RESOLVED**, the City Council of the City of Quitman supports the efforts of the Quitman Development Corporation and approves the Agreement in the downtown area, outlined in Exhibit "A", in the City of Quitman, Wood County; and that this formal action has been taken to put on record as the opinion expressed by the City of Quitman, Wood County on June 22, 2017;

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 22<sup>nd</sup> DAY OF JUNE, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 22<sup>nd</sup> DAY OF JUNE, 2017.**

APPROVED:



David Dobbs, Mayor

ATTEST:



Gregory D. Hollen, City Secretary/Administrator



RESOLUTION NO. R062217(D)

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF TWO CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Quitman, Texas is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs,

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Quitman and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.


The City is further authorized to pay its 2017 assessment to the ACSC in the amount of two cents (\$0.02) per capita.

III.

A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

David Barber  
Atmos Cities Steering Committee  
c/o Arlington City Attorney's Office, Mail Stop 63-0300  
101 S. Mesquite St., Suite 300  
Arlington, Texas 76010

PRESENTED AND PASSED on this the 22<sup>nd</sup> day of June, 2017, by a vote of 5 ayes and 0 nays at a regular meeting of the City Council of the City of Quitman, Texas.

  
\_\_\_\_\_  
David Dobbs, Mayor

ATTEST:

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

APPROVED AS TO FORM:

BY   
\_\_\_\_\_  
Jim McLeroy, City Attorney

**APPOINTMENT OF FIRE CHIEF**

**RESOLUTION 062217(E)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
APPOINTING A FIRE CHIEF**

**WHEREAS**, the City of Quitman – Code of Ordinances, Section 31.36(B) specifies that the Quitman Volunteer Fire Department (QVFD) shall propose candidates for the position of Fire Chief in accordance with their Bylaws and Constitution; and

**WHEREAS**, the same section requires appointment of a Fire Chief by the City Council from such candidates as the QVFD shall propose;

**WHEREAS**, the QVFD has in accordance with its Bylaws and Constitution has made nominations for potential appointment as Fire Chief with preference in order as follows: Scott Wheeler, Ronnie Box, and Junior Stovall; and

**WHEREAS**, Scott Wheeler has served since May 2008 as Fire Chief.

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

Scott Wheeler is hereby appointed as Fire Chief of the Quitman Volunteer Fire Department.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 22nd DAY OF JUNE, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 22ND DAY OF JUNE, 2017.**

APPROVED:



David Dobbs, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator

**AUTHORIZATION OF ENGINEERING TASK ORDERS FOR UTILITY SYSTEM PROJECTS**

**RESOLUTION 062217(F)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE EXECUTION OF SEVERAL SPECIFIC ENGINEERING TASK ORDERS  
RELATED TO UTILITY SYSTEM IMPROVEMENT PROJECTS**

**WHEREAS**, a Utility Plants Study performed in February 2013 identified certain projects necessary for the maintenance and development of the City utility system and the City is actively pursuing such; and

**WHEREAS**, the City has previously engaged KSA Engineers, Inc for engineering services under a master agreement, dated February 15, 2007 ("Agreement") ; and

**WHEREAS**, the City Council finds it in the best interest of the City Utility System to actively engage KSA in the work of certain projects.

**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 following attached Task Order:

"QUI.043 – Water Plant Transfer Pump System Modifications"

with the designated representative to Dee Gilbreath, Director of Utilities.

AND

The Mayor is hereby granted the authority to authorize notices to proceed on each of the project as necessary and appropriate.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 22<sup>nd</sup> DAY OF JUNE, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 22<sup>nd</sup> DAY OF JUNE, 2017.**

APPROVED:



David Dobbs, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator

# R 062217 (F)

## TASK ORDER FORM

This is Task Order No. QUI.043,  
consisting of 7 pages,  
dated 6/22/07.

**KSA Project Number: QUI.043**  
**Owner Project (or Purchase Order) Number:**  
**Project Name: Water Plant Transfer Pump System Modifications**

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In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated February 15, 2007 ("Agreement"), Owner and Engineer agree as follows:

### 1. Specific Project Data

- A. Owner: City of Quitman
- B. Title: Water Plant Transfer Pump System Modifications
- C. Description: Evaluate the existing treated water transfer pumps for reducing the service pressure by trimming the impellers to reduce the design pressure. The goal is to remove the existing hydro pneumatic tank from service, remove the backpressure in the transfer system induced by the existing ClaVal at the Stephens Street GST's; add two VFD's for the transfer pumps and one VFD for the "jockey" pump at the plant; modify the electrical and SCADA system for revised operation of the transfer pumping system based on the water level in the Stephens Street GST's by varying the speed of the pump(s) through the VFD's; surge relief system to dissipate surge from the transfer line to the suction side of the pumps. Provide preliminary design plans and specifications, provide final design plans and specifications, provide sealed plans and specifications. The Owner will obtain quotes/bids for work. Provide construction administration services on an hourly and reimbursable basis.
- D. Number of Construction Contracts: 1

### 2. Services of Engineer

- A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:
  - a. *Study and Report Phase:*  
N/A
  - b. *Preliminary Design Phase:*  
Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.
  - c. *Final Design Phase:*  
Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.
  - d. *Bidding or Negotiating Phase:*  
N/A

- e. *Construction Phase:*  
Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.
  
- f. *Commissioning Phase (or Operational Phase):*  
N/A

- B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a.	Design Survey
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b.	Grant or Loan Application
<input type="checkbox"/>	<input checked="" type="checkbox"/>	c.	Storm Water Pollution Prevention Plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	d.	Environmental Assessment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	e.	Environmental Information Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	f.	Resident Project Representative Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	g.	Construction Survey (Baselines and Benchmarks)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	h.	Geotechnical Investigation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	i.	Materials Testing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	j.	Analytical Testing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	l.	Easement or Boundary Surveys
<input type="checkbox"/>	<input checked="" type="checkbox"/>	m.	Easement or Boundary Descriptions
<input type="checkbox"/>	<input checked="" type="checkbox"/>	n.	Land Acquisition Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	o.	TxDOT Utility Installation Request Applications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	p.	Operation and Maintenance Manual
<input type="checkbox"/>	<input checked="" type="checkbox"/>	q.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	r.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	s.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	t.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	u.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	v.	Other:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	w.	Other:

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order. Provide record drawings, field data and record drawings for the pumps, piping, valves, electrical one line diagram and electrical equipment, SCADA data and information, bidding/quotation services, and project representative services.

**4. Times for Rendering Services**

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Study and Report Phase	N/A
Complete Preliminary Design Phase	20
Complete Final Design Phase	30
Submit Plans & Specs for Review by Owner/Reviewing Agency	35
Approval of Plans & Specs by Owner	35
Approval of Plans & Specs by Reviewing Agency	45
Advertise for Bids (minimum 2 notices)	N/A
Pre-Bid Conference	N/A
Open Bids	N/A
Award Bid	N/A
Execute Construction Contract	N/A
Pre-Construction Conference; Issue Notice to Proceed	N/A
Start Construction Phase	50
Complete Construction Phase	110

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.



5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services		\$11,000.00	\$8,500.00				\$19,500.00	<b>Lump Sum</b>
<b>Subtotal</b>		\$11,000.00	\$8,500.00				\$19,500.00	

Construction Administration					\$10,000.00		\$10,000.00	<b>Hourly Rate and Reimbursable Expenses</b>
Reimbursable		\$500.00	\$1,000.00		\$1,000.00		\$2,500.00	
<b>Subtotal</b>		\$500.00	\$1,000.00		\$11,000.00		\$12,500.00	
<b>Total</b>		\$11,500.00	\$9,500.00		\$11,000.00		\$32,000.00	

**Notes:**

<sup>1</sup> Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

<sup>2</sup> Construction Phase Basic Service assumes a construction period of 60 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. **Hourly Rates and Reimbursable Expenses Schedule**

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$215.00/hour
Senior Environmental Planner	\$210.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$175.00/hour
Electrical Engineer	\$175.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$175.00/hour
Project Manager	\$145.00/hour
Senior Project Engineer	\$140.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$100.00/hour
Senior Project Architect	\$140.00/hour
Project Architect	\$120.00/hour
Design Architect	\$135.00/hour
Senior Engineering Technician	\$110.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$ 90.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 75.00/hour
Project Assistant	\$ 75.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 80.00/hour
Senior Project Representative - After Hours	\$100.00/hour
Project Representative	\$ 75.00/hour
Project Representative - After Hours	\$ 95.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Four-Man Survey Crew	\$160.00/hour
Three-Man Survey Crew	\$145.00/hour
Two-Man Survey Crew	\$125.00/hour
Registered Surveyor	\$125.00/hour
Senior Survey Technician	\$100.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

**NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.**

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

OWNER: City of Quitman

By: 

Name: Hon. David Dobbs

Title: Mayor

Date Signed: 6-22-17

ENGINEER: KSA Engineers, Inc.

By: 

Name: Mitchell L. Fortner, P.E.

Title: President

Date Signed: 6/9/2017

Engineer License or Firm's  
Certificate No. F-1356

State of: Texas

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

Name: Dee Gilbreath

Title: Director of Utilities

Address: PO Box 1855  
Quitman, TX  
75783

E-Mail Address: utilities@quitmantx.org

Phone: 903.763.2223

Fax: 903.763.5631

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: John C. Ringler, P.E.

Title: Principal

Address: 140 E. Tyler Street  
Suite 600  
Longview, TX 75601

E-Mail Address: jringler@ksaeng.com

Phone: 903.236.7700

Fax: 903.236.7779

**QUITMAN DEVELOPMENT CORPORATION BOARD APPOINTMENT**

**RESOLUTION R062217(G)**

**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**, J. R. Evans has resigned from the Board under term expiring October 1, 2017; and

**WHEREAS**, at their June meeting, the Board unanimously nominated Joe Parris to fill the unexpired term, and

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

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

Joe Parris with a term expiring October 1, 2017

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 22<sup>nd</sup> DAY OF JUNE 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 22<sup>nd</sup> DAY OF JUNE 2017.**

ATTEST:

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

APPROVED:  
  
\_\_\_\_\_  
David Dobbs, Mayor

**AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT  
WITH JAMIE WYATT  
IN REINVESTMENT ZONE 1, GENERAL BUSINESSES, CITY OF QUITMAN  
FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT,  
CITY OF QUITMAN, TEXAS**

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF WOOD       §

This agreement entered into by and between the CITY OF QUITMAN, a Type A general law municipality incorporated under the laws of the State of Texas (hereinafter referred to as CITY or TAXING UNIT), acting herein by and through its Mayor, and, JAMIE WYATT (hereinafter referred to as OWNER).

WITNESSETH:

The City Council of the City of Quitman, Texas (hereinafter referred to as COUNCIL) by Ordinance No. ORDO062217(1) established Reinvestment Zone within the City Limits of Quitman, for Commercial-Industrial Tax Abatement, City Of Quitman, Texas as authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Sec. 312, as amended.

WHEREAS, in order for the proper development of such property and to aid in the conduct of the operation thereof to the best interest of the City of Quitman, Texas, in accordance with the above referenced ordinances and statutes, the parties do mutually agree as follows:

1. The property that is the subject of this agreement is the land and the improvements located on LOT 11D,12D,13D BLK 2 .0918 QUITMAN TOWNSITES\_in the City of Quitman, Wood County, Texas, located at 101 Lipscomb Street, Quitman, Texas (more fully described on **Exhibit A**, attached hereto and incorporated herein by reference) which property is hereinafter referred to as PREMISES.

2. OWNER and CITY agree that, subject to the terms and conditions contained herein, the above described PREMISES shall be entitled to an exemption from taxation as provided for in of this Agreement for a period of Ten (10) years, and that upon the expiration of such time this agreement shall terminate. Any exemption from taxation shall not **exceed Ten (10) years**.

3. OWNER agrees that prior to commencement of construction, renovation, or repair of any improvement, the site plan, interior and exterior design drawings and materials (“PLANS”) for each improvement shall be submitted to CITY and/or its designated representative for its approval, which PLANS are incorporated herein for all purposes. CITY’s disapproval or

approval shall be given in writing to OWNER within thirty (30) days after receipt of the PLANS, plus any time necessary in addition to said thirty (30) days within which to hold any public hearing or take other official actions that may be required. If the PLANS are disapproved by CITY and OWNER does not reasonably believe it can construct, renovate or repair the improvements pursuant to CITY'S suggested modification, and if CITY and OWNER are unable to reach final agreement upon the PLANS, OWNER may terminate this agreement by giving fifteen (15) days written notice to CITY of its election to do so. No material change or revision to PLANS approved and no material addition to or alteration of the improvements shall be commenced unless and until revised PLANS detailing such change, or revision, alteration or addition shall have been first submitted to and approved by CITY in accordance with the procedures required by the City's current Tax Abatement Guidelines & Policy. Approval by CITY of any PLANS or revised PLANS shall not constitute a waiver or relieve OWNER of any duty of OWNER to comply with City's current Tax Abatement Guidelines & Policy.

4. OWNER agrees to build the improvements in accordance with all applicable laws, ordinances, codes, rules, requirements of the City of Quitman, Wood County, the State of Texas and the United States, and any subdivision, agency or authority thereof, and prior to commencing construction, renovation or repairing of the improvements, to secure all permits, licenses and authorizations required in connection therewith.

5. During the period of time when OWNER is constructing the improvements on PREMISES and at all times thereafter, during the term of this agreement, OWNER shall keep PREMISES insured against loss or damage by fire or any other casualty. OWNER shall furnish CITY with certificates of all insurance required by this agreement. In the event PREMISES are damaged by fire or any other casualty, regardless of the extent of such damage or destruction, OWNER shall pursue diligent completion of such damages in order to repair, remodel or renovate PREMISES as provided for in the PLANS or revised PLANS.

6. CITY, by approving the PLANS or any revised PLANS, assumes no liability or responsibility thereof or for any defect in any structure constructed, renovated or repaired from the PLANS or such revised PLANS. The relationship between CITY and OWNER at all times shall not be deemed a partnership or joint venture for purposes of this agreement.

OWNER shall indemnify, hold harmless and defend CITY, its members, agents, officials, employees, from and against any and all obligations, claims, suits, damages and liability or alleged liability, including, but not limited to, liability without virtue of the obligations of OWNER pursuant to this agreement or the acts of omissions of OWNER, its agents, contractors, employees, licenses or invitees, on or with respect to PREMISES and including cost or suit, attorney's fees and other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this agreement or such acts or omissions, provided, however, that OWNER shall not be required to indemnify and hold harmless any indemnified party for any such injury or harm caused by the gross negligence or willful misconduct of any indemnified party for any such injury or harm caused by the gross negligence or willful misconduct of any indemnified party. The indemnity set forth herein shall specifically include, without limitations, all actions, damages, claims and liabilities for personal injury, death or property damage occurring on, or arising out of or resulting from the use of

PREMISES by the OWNER, its sublease or their representative agents, contractors, employees, licensees or invitees

7. At all reasonable times during the construction, renovation, or repairing of PREMISES and following its completion, CITY and its respective designees may inspect PREMISES in order to assure that all construction, work, workmanship, materials and installations involved in or incident to the project are performed in substantial compliance with the approved PLANS or revised PLANS thereof and that the conditions and the applicable building permits and governmental regulations are complied with.

8. OWNER agrees to pay all ad valorem taxes and assessments owed to CITY by it prior to such taxes and/or assessments becoming delinquent; provided, that OWNER shall have the right to contest in good faith that validity or application of any such tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion. In the event OWNER does contest any such tax or assessment, it shall nevertheless, promptly pay to TAXING UNIT prior to its becoming delinquent, all taxes and assessments which it is not so contesting. If OWNER undertakes any such contest, it shall so notify CITY apprised of the status of such contest. Should OWNER be unsuccessful in any contest, OWNER shall promptly pay the taxes and/or penalties resulting therefrom.

9. COUNCIL shall and does reserve the right to declare this agreement void as to all parties to this agreement and to terminate the benefits of tax abatement as provided for in this agreement, if it finds that the OWNER has failed to abide by the requirements of this agreement. In the event OWNER does not diligently, faithfully and conscientiously pursue the completion of the contemplated construction, renovation or repairs or PREMISES, fails to maintain PREMISES in the restored condition or fails to abide by the terms and conditions of this agreement, then CITY shall give OWNER written notice of such deficiencies or failures and if OWNER has not complied with or made efforts to comply within thirty (30) days of said written notice, COUNCIL shall have the authority, right and privilege to terminate said agreement as to all parties to the agreement.

10. CITY and OWNER further agree that should COUNCIL terminate the agreement as provided for in Section 9 of this agreement, OWNER shall pay to CITY the taxes that would have been paid to CITY had not OWNER'S taxes been reduced under the terms of this agreement, plus interest at the rate provided for delinquent taxes in accordance with Texas Tax Code Section 33.01 and that such payment of taxes and interest shall be due within thirty (30) days of COUNCIL'S termination of this agreement and notification to OWNER of the termination of this agreement and of the amount of taxes and interest then due. The taxes and interest are due and become delinquent and incur penalties and interest as provided by law for ad valorem taxes imposed by CITY if not paid before February 1<sup>st</sup> of the year following the year in which the termination of this agreement occurs.

11. Upon completion of the construction, renovation, or repairing of PREMISES, OWNER will submit to the CITY the Certificate of Compliance attached hereto as Exhibit C stating that all construction, renovation or repairing of PREMISES have been completed in accordance with PLANS. Upon receipt of this Certificate of

Compliance, the CITY shall make a final inspection of PREMISES have been constructed, renovated, or repaired in compliance with this agreement and upon so finding CITY shall issue the Certificate of Compliance authorizing the exemption from taxation to commence on the year indicated in said certificate and will designate the tax year to be used to determine the “base value” of the property as provided for in the agreement, which year shall be the year that this agreement was authorized by COUNCIL. It is the intent of the parties hereto to provide for the exemption from taxation of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed.

a. For **10 years** the taxable value of PREMISES will be that value as established by the Wood County Appraisal District for the year designated “base value” for the purpose of determining the taxable value of PREMISES during the term of this agreement. **Any exemption from taxation shall not exceed ten (10) years.**

## 12. Miscellaneous

a. **Attorney’s fees.** If on account of any breach of default by OWNER of its obligations under the terms, conditions, or covenants of this agreement, it shall be necessary for CITY to employ and attorney or attorneys to enforce or defend any of the rights or remedies hereunder, and should TAXING UNIT prevail, CITY shall be entitled to any reasonable attorney’s fees, cost, or expenses incurred by it in connection therewith.

b. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this agreement is in effect, such provisions shall be automatically deleted from this agreement shall not be affected thereby, and in lieu of such deleted provision, as may be possible and yet legal, valid and enforceable.

c. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Wood County, Texas.

d. **Prior Agreement Superseded.** This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

e. **Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

f. **Right and Remedies Cumulative.** The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by either parties shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are give in addition to any other rights the parties may have by law, statue, ordinance or otherwise.



**g. No Waiver.** No waiver by TAXING UNIT in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

**h. Assignment.** This agreement cannot be assigned by OWNER.

**IMPORTANT NOTICE**

**The Wood County Tax Appraisal District requires all tax abatement recipients to file for their tax abatement exemption with the Appraisal District annually. Please contact the Wood County Tax Appraisal District for specific requirements. Failure to do so can result in loss of your tax abatement benefits**

The parties hereto have executed or caused to be executed by its duly authorized officials, this agreement in multiple counterparts, each of equal dignity, on this the 22 day of June, in the year 2017.

PROPERTY OWNER(S):

\_\_\_\_\_  
Jamie Wyatt

ATTEST:

Gregory D. Hall  
City Secretary/Administrator, City of Quitman, Texas

David Webb  
Mayor, City of Quitman, Texas

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**Property Number 36958 - LOT 11D,12D,13D BLK 2 .0918 QUITMAN TOWNSITES**



**EXHIBIT "B"**

**PROPERTY DESCRIPTION & TAX ABATEMENT SCHEDULE  
101 LIPSCOMB STREET. QUITMAN, TEXAS  
LOT 11D,12D,13D BLK 2 .0918 QUITMAN TOWNSITES**

:

Schedule Year	Percent of added value to be abated
1 – 5	100%
6	80
7	60
8	40
9	20
10	10

**EXHIBIT "C"**

**CERTIFICATE OF COMPLIANCE**

**AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT  
WITH  
IN REINVESTMENT ZONE CITY OF Quitman  
FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT,  
CITY OF QUITMAN, TEXAS**

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF WOOD       §

\_\_\_\_\_, (the "OWNER"), hereby certifies that the construction of the PREMISES, described within this agreement, as called for in the above references, has been completed and that all facilities and improvements have been constructed pursuant to said agreement.

Signed this 23 day of June, in the year 20 17

**PROPERTY OWNER**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

**CITY OF QUITMAN**

Approved:  Dated: 6-23-17  
Mayor, City of Quitman, Texas

**(Note) This section is completed after construction is done and also this is sent on to appraisal district once it signed and construction is completed. You must let appraisal district know how long this abatement is for and what is your schedule for this abatement.**

**AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT  
WITH JAMIE WYATT  
IN REINVESTMENT ZONE 1, GENERAL BUSINESSES, CITY OF QUITMAN  
FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT,  
CITY OF QUITMAN, TEXAS**

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF WOOD       §

This agreement entered into by and between the CITY OF QUITMAN, a Type A general law municipality incorporated under the laws of the State of Texas (hereinafter referred to as CITY or TAXING UNIT), acting herein by and through its Mayor, and, JAMIE WYATT (hereinafter referred to as OWNER).

WITNESSETH:

The City Council of the City of Quitman, Texas (hereinafter referred to as COUNCIL) by Ordinance No. ORDO062217(2) established Reinvestment Zone within the City Limits of Quitman, for Commercial-Industrial Tax Abatement, City Of Quitman, Texas as authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Sec. 312, as amended.

WHEREAS, in order for the proper development of such property and to aid in the conduct of the operation thereof to the best interest of the City of Quitman, Texas, in accordance with the above referenced ordinances and statutes, the parties do mutually agree as follows:

1. The property that is the subject of this agreement is the land and the improvements **located on Lot 10c,11b,12b,13b Blk 2 .1056 Quitman Townsites, and Lot 9c Pt,10b Blk 2 .0693 Quitman Townsites** in the City of Quitman, Wood County, Texas, located **at 107 & 113 Lipscomb Street, Quitman, Texas** (more fully described on **Exhibit A**, attached hereto and incorporated herein by reference) which property is hereinafter referred to as PREMISES.
  
2. OWNER and CITY agree that, subject to the terms and conditions contained herein, the above described PREMISES shall be entitled to an exemption from taxation as provided for in of this Agreement for a period of Ten (10) years, and that upon the expiration of such time this agreement shall terminate. Any exemption from taxation shall not exceed Ten (10) years.
  
3. OWNER agrees that prior to commencement of construction, renovation, or repair of any improvement, the site plan, interior and exterior design drawings and materials (“PLANS”) for each improvement shall be submitted to CITY and/or its designated representative for its

approval, which PLANS are incorporated herein for all purposes. CITY's disapproval or approval shall be given in writing to OWNER within thirty (30) days after receipt of the PLANS, plus any time necessary in addition to said thirty (30) days within which to hold any public hearing or take other official actions that may be required. If the PLANS are disapproved by CITY and OWNER does not reasonably believe it can construct, renovate or repair the improvements pursuant to CITY'S suggested modification, and if CITY and OWNER are unable to reach final agreement upon the PLANS, OWNER may terminate this agreement by giving fifteen (15) days written notice to CITY of its election to do so. No material change or revision to PLANS approved and no material addition to or alteration of the improvements shall be commenced unless and until revised PLANS detailing such change, or revision, alteration or addition shall have been first submitted to and approved by CITY in accordance with the procedures required by the City's current Tax Abatement Guidelines & Policy. Approval by CITY of any PLANS or revised PLANS shall not constitute a waiver or relieve OWNER of any duty of OWNER to comply with City's current Tax Abatement Guidelines & Policy.

4. OWNER agrees to build the improvements in accordance with all applicable laws, ordinances, codes, rules, requirements of the City of Quitman, Wood County, the State of Texas and the United States, and any subdivision, agency or authority thereof, and prior to commencing construction, renovation or repairing of the improvements, to secure all permits, licenses and authorizations required in connection therewith.

5. During the period of time when OWNER is constructing the improvements on PREMISES and at all times thereafter, during the term of this agreement, OWNER shall keep PREMISES insured against loss or damage by fire or any other casualty. OWNER shall furnish CITY with certificates of all insurance required by this agreement. In the event PREMISES are damaged by fire or any other casualty, regardless of the extent of such damage or destruction, OWNER shall pursue diligent completion of such damages in order to repair, remodel or renovate PREMISES as provided for in the PLANS or revised PLANS.

6. CITY, by approving the PLANS or any revised PLANS, assumes no liability or responsibility thereof or for any defect in any structure constructed, renovated or repaired from the PLANS or such revised PLANS. The relationship between CITY and OWNER at all times shall not be deemed a partnership or joint venture for purposes of this agreement.

OWNER shall indemnify, hold harmless and defend CITY, its members, agents, officials, employees, from and against any and all obligations, claims, suits, damages and liability or alleged liability, including, but not limited to, liability without virtue of the obligations of OWNER pursuant to this agreement or the acts of omissions of OWNER, its agents, contractors, employees, licenses or invitees, on or with respect to PREMISES and including cost or suit, attorney's fees and other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this agreement or such acts or omissions, provided, however, that OWNER shall not be required to indemnify and hold harmless any indemnified party for any such injury or harm caused by the gross negligence or willful misconduct of any indemnified party for any such injury or harm caused by the gross negligence or willful misconduct of any indemnified party. The indemnity set forth herein shall specifically include, without limitations, all actions, damages, claims and liabilities for personal

injury, death or property damage occurring on, or arising out of or resulting from the use of PREMISES by the OWNER, its sublease or their representative agents, contractors, employees, licensees or invitees

7. At all reasonable times during the construction, renovation, or repairing of PREMISES and following its completion, CITY and its respective designees may inspect PREMISES in order to assure that all construction, work, workmanship, materials and installations involved in or incident to the project are performed in substantial compliance with the approved PLANS or revised PLANS thereof and that the conditions and the applicable building permits and governmental regulations are complied with.

8. OWNER agrees to pay all ad valorem taxes and assessments owed to CITY by it prior to such taxes and/or assessments becoming delinquent; provided, that OWNER shall have the right to contest in good faith that validity or application of any such tax or assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion. In the event OWNER does contest any such tax or assessment, it shall nevertheless, promptly pay to TAXING UNIT prior to its becoming delinquent, all taxes and assessments which it is not so contesting. If OWNER undertakes any such contest, it shall so notify CITY apprised of the status of such contest. Should OWNER be unsuccessful in any contest, OWNER shall promptly pay the taxes and/or penalties resulting therefrom.

9. COUNCIL shall and does reserve the right to declare this agreement void as to all parties to this agreement and to terminate the benefits of tax abatement as provided for in this agreement, if it finds that the OWNER has failed to abide by the requirements of this agreement. In the event OWNER does not diligently, faithfully and conscientiously pursue the completion of the contemplated construction, renovation or repairs or PREMISES, fails to maintain PREMISES in the restored condition or fails to abide by the terms and conditions of this agreement, then CITY shall give OWNER written notice of such deficiencies or failures and if OWNER has not complied with or made efforts to comply within thirty (30) days of said written notice, COUNCIL shall have the authority, right and privilege to terminate said agreement as to all parties to the agreement.

10. CITY and OWNER further agree that should COUNCIL terminate the agreement as provided for in Section 9 of this agreement, OWNER shall pay to CITY the taxes that would have been paid to CITY had not OWNER'S taxes been reduced under the terms of this agreement, plus interest at the rate provided for delinquent taxes in accordance with Texas Tax Code Section 33.01 and that such payment of taxes and interest shall be due within thirty (30) days of COUNCIL'S termination of this agreement and notification to OWNER of the termination of this agreement and of the amount of taxes and interest then due. The taxes and interest are due and become delinquent and incur penalties and interest as provided by law for ad valorem taxes imposed by CITY if not paid before February 1<sup>st</sup> of the year following the year in which the termination of this agreement occurs.

11. Upon completion of the construction, renovation, or repairing of PREMISES, OWNER will submit to the CITY the Certificate of Compliance attached hereto as Exhibit C stating that all construction, renovation or repairing of PREMISES have been completed

**in accordance with PLANS.** Upon receipt of this Certificate of Compliance, the CITY shall make a final inspection of PREMISES have been constructed, renovated, or repaired in compliance with this agreement and upon so finding CITY shall issue the Certificate of Compliance authorizing the exemption from taxation to commence on the year indicated in said certificate and will designate the tax year to be used to determine the “base value” of the property as provided for in the agreement, which year shall be the year that this agreement was authorized by COUNCIL. It is the intent of the parties hereto to provide for the exemption from taxation of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed.

**a.** For 10 years the taxable value of PREMISES will be that value as established by the Wood County Appraisal District for the year designated “base value” for the purpose of determining the taxable value of PREMISES during the term of this agreement. **Any exemption from taxation shall not exceed ten (10) years.**

## **12. Miscellaneous**

**a. Attorney’s fees.** If on account of any breach of default by OWNER of its obligations under the terms, conditions, or covenants of this agreement, it shall be necessary for CITY to employ and attorney or attorneys to enforce or defend any of the rights or remedies hereunder, and should TAXING UNIT prevail, CITY shall be entitled to any reasonable attorney’s fees, cost, or expenses incurred by it in connection therewith.

**b. Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective while this agreement is in effect, such provisions shall be automatically deleted from this agreement shall not be affected thereby, and in lieu of such deleted provision, as may be possible and yet legal, valid and enforceable.

**c. Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Wood County, Texas.

**d. Prior Agreement Superseded.** This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

**e. Amendments.** No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**f. Right and Remedies Cumulative.** The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by either parties shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies



**EXHIBIT "C"**

**CERTIFICATE OF COMPLIANCE**

**AGREEMENT FOR DEVELOPMENT AND TAX ABATEMENT  
WITH  
IN REINVESTMENT ZONE CITY OF Quitman  
FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT,  
CITY OF QUITMAN, TEXAS**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF WOOD       §

\_\_\_\_\_, (the "OWNER"), hereby certifies that the construction of the PREMISES, described within this agreement, as called for in the above references, has been completed and that all facilities and improvements have been constructed pursuant to said agreement.

Signed this 23 day of June, in the year 20 17

**PROPERTY OWNER**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

**CITY OF QUITMAN**

Approved:  Dated: 6. 23. 17  
Mayor, City of Quitman, Texas

**(Note) This section is completed after construction is done and also this is sent on to appraisal district once it signed and construction is completed. You must let appraisal district know how long this abatement is for and what is your schedule for this abatement.**

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**Property Number 36956 - 107 Lipscomb St Quitman, TX 75783 - Lot 10c,11b,12b,13b Blk 2 .1056 Quitman Townsites**

**Property Number 36955 - 113 Lipscomb St Quitman, TX 75783 - Lot 9c Pt,10b Blk 2 .0693 Quitman Townsites**



**EXHIBIT "B"**

**PROPERTY DESCRIPTION & TAX ABATEMENT SCHEDULE  
101 LIPSCOMB STREET, QUITMAN, TEXAS  
LOT 11D,12D,13D BLK 2 .0918 QUITMAN TOWNSITES**

Schedule Year	Percent of added value to be abated
1 – 5	100%
6	80
7	60
8	40
9	20
10	10

are give in addition to any other rights the parties may have by law, statue, ordinance or otherwise.

**g. No Waiver.** No waiver by TAXING UNIT in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

**h. Assignment.** This agreement cannot be assigned by OWNER.

**IMPORTANT NOTICE**

**The Wood County Tax Appraisal District requires all tax abatement recipients to file for their tax abatement exemption with the Appraisal District annually. Please contact the Wood County Tax Appraisal District for specific requirements. Failure to do so can result in loss of your tax abatement benefits**

The parties hereto have executed or caused to be executed by its duly authorized officials, this agreement in multiple counterparts, each of equal dignity, on this the 22 day of June, in the year 2017.

PROPERTY OWNER(S):

\_\_\_\_\_  
Jamie Wyatt

ATTEST:

Gregory D. Halle  
City Secretary/Administrator, City of Quitman, Texas

David Robb  
Mayor, City of Quitman, Texas