



**REGULAR MEETING MINUTES**  
**City Council – City Of Quitman, Texas**  
Thursday August 17, 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, Jack Robinson, 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.

**Staff Absent:** none

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

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

**Item 1 Citizen Comments**

Ms. Jane Herring, QISD board member spoke on a topic not on the agenda, (teamwork).

**Item 2 Mayor Comments**

Mayor Dobbs spoke about the QISD, noting we have received the final inspections from BV for our school renovations. We will be holding our fire inspection and issuing the Certificate of Occupancy very soon. He mentioned 101 Lipscomb St., where remodeling continues on our new restaurant, The Den, in downtown courthouse square area. He highlighted the Budget hearings nearing completion. Our city expenses are coming in at or below budget and we anticipate revenues to be slightly above current projections. We are working with our partners in property, liability and healthcare to gauge the coverage costs for the upcoming year. Mayor Dobbs stated that based on our projections, we will be holding the line on our tax rates, not increasing them, as many other area municipalities and institutions are. There will be more discussion on that during the Ordinances phase of our meeting. He stated that the city council will be approving our final city budget for fiscal year 2018 in the next month.

He concluded his remarks by informing these in attendance that we have completed our first round of city secretary / administrator interviews. We've had a good pool of candidate prospects and believe we have 3 or 4 we will be engaging in our final round, prior to selection, which he believes will take place in the next week or two.

**CONSENT AGENDA**

- Item 3** June 22, 2017 Regular Council Meeting Minutes
- Item 4** July 27, 2017 Special City Council Regular Meeting Minutes – *as amended*
- Item 5** Financial Reports as of June 30, 2017 & July 31, 2017
- Item 6** Budget Reports as of June 30, 2017 & July 31, 2017
- Item 7** June & July Departmental Reports

***Mayor Pro-Tem Dunn made a motion to approve the Consent Agenda, as amended to include Alderman Robinson's attendance at our special city council meeting July 27, 2017; Alderman Resnik seconded the motion. The motion passed unanimously.***

Following approval of the Consent Agenda Mayor Dobbs asked Utilities Director Dee Gilbreath to outline some of the system improvements and facility updates recently completed and some underway in the Water and Waste Water operations.

**PRESENTATIONS**

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

Martha Scroggins provided this month's review of WCIC activities. She noted that Quitman would again host the annual WCIC meeting, at the Red Dome restaurant, on Thursday, Sept. 7, 2017, beginning at 6:00 PM.



In regular business The WCIC board approved the General Fund Budget as well as the HOT Funds projects budget for the coming year. A new board member, Shelly Oagle, from Yantis was also welcomed to the group.

## **ORDINANCES**

### **Item 9 0081717(A) Resolution approving Small Taxing Unit Proposed Tax Rate for 2018 Budget**

Mayor Dobbs noted he and city secretary / administrator Hollen had met with Ms. Carol Taylor, Wood County Tax Assessor-Collector, regarding our tax projections. Although several area cities and school districts are raising their rates, we will be holding the line on taxes, remaining at our current year rates.

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

## **RESOLUTIONS**

### **Item 10 081717(B) Financial Audit Contract with Acker & Company**

City Secretary / Administrator Hollen provided an overview of the annual letter of engagement with Acker & Company, of Tyler, TX, our municipal auditors. He stated the city is pleased with Acker, recommended retaining them. Hollen further noting the same support services remain at a modest increase to the city; the fee is \$14,700.00, up from \$14,500.00 per year.

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

### **Item 11 081717(C) Approving 380 Agreement with True Value in Quitman**

City Attorney Jim McLeroy provided the historical context around this Resolution, which is in support of our True Value facility in town. He noted we had been unable to consummate the tax abatement documentation with the owners, city and county appraisal district at the time of their opening, and this 380 agreement will allow for their recovery of the same amount as the tax abatement, \$3,824.90. Future years will revert to the tax abatement schedule as outlined in their agreement with the city previously approved by the city council.

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

### **Item 12 081717(D) Appointment of city municipal judge**

Mayor Dobbs and City Secretary / Administrator Hollen outlined the current state of the city municipal court and the desire to have 'Magistration' support. The Mayor stated his desire to have more focused law enforcement and court adjudication to improve the safety of our city residents. Our current judge Charles Busby has agreed to assist in magistration of inmates at the Wood County jail, residing there as a result of city of Quitman infractions. A stipend will be agreed upon to provide this service.

This resolution approves the reappointment of Judge Busby for an addition two year term as well as the reappointment of associate judge Tomerlin, and appointment of associate judge Laura Lee Norred, a former JP in Upsher County, who will join us. This team will also be assisting Ms. Lauren Maynard, our municipal court clerk, mentoring her in her development in this role.

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

### **Item 13 081717(E) Resolution approving a Municipal Court collections firm**

City Secretary / Administrator Hollen shared the current court fees and fines collection process and the poor response we have been receiving from our current firm, MVBA. He shared the results of their meetings with the four (4) firms in the area that provide these services. While the rates charged to cities for collection are standard, i.e. 30% by state statute, the methods and technology differs. The city has recommended engaging Graves Humphries Stahl, LTD (GHS), a firm that provides a unified platform for this service (NETDATA) and is based in Sulphur Springs, TX. City Attorney McLeroy also provided support for this approach and this firm's selection. Hollen stated we would slightly modify the agreement's terms and conditions more favorably to the city, agreement to be a three (3) year agreement with a sixty (60) day 'out clause'.

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



**Item 14 081717(F) Water Dept. equipment purchase - Hand Held reader device approval**

City Secretary / Administrator Hollen shared the status of the current water meter utility hand held device and the uneven reliability and service history, and various support issues. He noted that the current device is no longer supported by the manufacturer, SENSUS, nor is the device that was introduced to replace it. This resolution is a request for the purchase of the third generation hand held water meter reading product called *AquaMetric*. The usage of the product was explained by Scott Wheeler, in our Streets & Maintenance crew, who's responsible for collecting the water usage data from our residents. He and Hollen noted the other products and providers investigated were higher in cost and would have created additional expenses in software applications.

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

**item 15 081717(G) Resolution approving Republic Services CPI Rate Increase**

This resolution provides an overview of the Republic Services solid waste collection annual consumer price index increase of \$.26 per month per household. Although this is not required by statute to have city council approval, the Mayor and City Secretary / Administrator Hollen shared for information purposes.

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

**Item 16 081717(H) Annual Interlocal contract with WCIC**

This resolution approves our continued involvement with the Wood County Industrial Commission, our regional economic development and tourism arm, and provides for the approval of our proportional costs of the commissions expenses; \$3,1287.10, which have remained unchanged.

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

**Item 17 081817(I) Authorizing 9-1-1 independent district - ETCOG**

Mayor Dobbs explained this resolution as an evolution of our regional 9-1-1- services, through the east Texas Council of Governments (ETCOG). City Secretary / Administrator Hollen shared the historical context of city council engagement and support earlier in the year (*Feb. 16, 2017 CC meeting*) and noted that area city councils and administrations are on board with this change, creating a more regional approach, migrating from a state administered and controlled program to an independent regional 9-1-1 District.

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

**Item 18) 081717(J) Authorizing Sabine River Authority rate increase**

This resolution provides an overview of the Sabine River Authority annual charge increase as allowed by contract, to the city of Quitman for water received from Lake Fork reservoir. The water rate schedule will increase from \$0.122 per 1,000 gallons to \$0.126 per 1,000 gallons. Although this is not required by statute to have city council approval, the Mayor and City Secretary / Administrator Hollen shared for information purposes.

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

***Alderman Medlin made a motion to Adjourn, Alderman Robinson seconded the motion. The motion passed unanimously.***

**MEETING ADJOURNED AT 6:35 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

**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.**



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





**PROPERTY TAX LEVY**

**ORDINANCE 081717(A)**

**AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF QUITMAN, TEXAS, FOR TAX YEAR 2017; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; AND PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID.**

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

**SECTION 1**

**THAT** the official ad valorem tax rate for the City of Quitman for the calendar year 2017 be and the same is hereby adopted by the Quitman City Council as hereinafter set forth.

**SECTION 2**

**THAT** there shall be and there is hereby levied the following taxes on each one hundred dollars (\$100.00) valuation on all taxable property, rather real, personal or mixed, within the corporate limits of the City of Quitman, Texas, to be assessed and collected by the Tax Assessor and Collector, and collected for the purposes hereinafter stipulated, to-wit:

For maintenance and operation of the general government is levied  
**forty-seven and Fifty-six hundredths cents (\$0.4756)**  
on each one hundred dollars (\$100.00) of valuation of property.

**SECTION 3**

**THAT** the taxes assessed and levied hereby are due and payable on October 1, 2017 and shall be payable not later than January 31, 2018. Taxes shall become delinquent on and after February 1, 2018. Penalties and interest as provided by state law shall accrue on and after this date. However, if the entire taxes due are paid in full by January 31, 2018 then no penalty or interest shall be due.

**SECTION 4**

**THAT** in addition to the taxes, penalties and interest assessed and levied herein, there is also assessed and levied an additional twenty percent (20%) collection fee as provided and authorized by Sections 33.07 & 33.08 of the Texas Property Tax Code.

**SECTION 5**


**THAT** this ordinance shall be in full force and effect from and after its passage.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 17<sup>TH</sup> DAY OF AUGUST, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 17<sup>TH</sup> DAY OF AUGUST, 2017.**

**ATTEST:**

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

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



PROPERTY TAX LEVY

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THIS 17<sup>TH</sup> DAY OF AUGUST, 2017.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 17<sup>TH</sup> DAY OF AUGUST, 2017.

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

ATTEST:

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



**FYE 2017 FINANCIAL AUDIT CONTRACT**

**RESOLUTION 081717(B)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE EXECUTION OF A LETTER OF ENGAGEMENT  
WITH ACKER AND COMPANY FOR CONDUCTING THE FYE 2017 FINANCIAL AUDIT**

**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 audit engagement letter with Acker and Company to conduct the FYE 2017 city financial audit. The fee for these services is expected to be \$14,700.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 17<sup>TH</sup> DAY OF AUGUST, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 17<sup>TH</sup> DAY OF AUGUST, 2017.**

APPROVED:



David A Dobbs, Mayor

ATTEST:



Gregory D. Hollen, City Secretary/Administrator



**R 081717 (C) 380 AGREEMENT**

**ECONOMIC DEVELOPMENT INCENTIVES GRANT AGREEMENT**

STATE OF TEXAS §

COUNTY OF WOOD §

This Economic Development Incentives Grant Agreement (hereafter "Agreement") is made by and between the City of Quitman, Texas (hereafter "City") and WJR Capital, LLC and Wallace-Thompson True Value, Inc. (hereafter collectively "Owner").

**RECITALS:**

WHEREAS, the City is authorized pursuant to Chapter 380 of the Texas Local Government Code, to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Owner has and continues to develop that certain True Value retail store in the City, and to provided employment for ten (10) persons in said business (hereafter referred to as the "Property"); and

WHEREAS, to encourage Owner to to continue to operate and expand its retail business within the City, the City desires to grant to Owner, under the terms and conditions set forth in this Agreement, a certain grant of public money consisting of a payment to Owner of funds in the total sum of \$3,824.90; and

WHEREAS, in exchange for said grant of funds, Owner agrees to retain no less than ten (10) jobs at its retail store for at least 36 months from the date of this grant;

NOW, THEREFORE, in consideration of the mutual benefits and premises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Authorization. This City has concluded that it is authorized to enter into this Agreement pursuant to Section 380.001, et. seq. of the Texas Local Government Code as much as this Agreement is being entered into by the City for the purpose of stimulating economic development within the City, including the retention of ten (10) jobs.





2. Definitions.

“*The Property*” means that certain real property and improvements thereon, consisting of the True Value retail store located at 1032 E. Goode Street, Quitman, Texas, to which title is vested in Owner.

3. Owner’s Continued Investment

(a) Owner understands that the City is entering into this Agreement based upon the following understanding of the Owner’s continued investment in the City, and Owner represents and warrants that as of the date of this Agreement and Owner’s agreement thereto, the following fairly describes its proposed undertaking:

- (i) Owner shall continue to operate the Property and the business located thereon and shall retain employment for 36 months from the date of this Agreement and grant for no less than ten (10) persons.

4. Development Incentives - Grant of Public Money

- (a) The City agrees to grant a sum of public money to Owner as a in the amount of \$3,824.90 to be paid in a single lump sum upon the approval of this Agreement by the City Council of the City of Quitman and the execution of this Agreement by all parties.

5. Default.

(a) If either party should default (the “*Defaulting Party*”) with respect to any of its obligations under this agreement and should fail, within sixty days after delivery of written notice of such default from the other Party (the “*Complaining Party*”) to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages, if any, for such default.

(b) It shall be an event of default if Owner fails:

- (i) retain and maintain employment for no less than 10 persons for the period to include thirty six months after the signing of this agreement.

6. Mutual Assistance. The City and Owner shall take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

7. Representations and Warranties. The City represents and warrants to Owner that this



Agreement is within the scope of its authority and the provisions of its charter and that it is duly authorized and empowered to enter into this Agreement. Owner represents and warrants to the City that it has the requisite authority to enter into this Agreement.

8. Attorney Fees. In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney fees and expenses incurred by reason of such action.

9. Statutes and Ordinances. Nothing in this Agreement shall alter Owner's obligation to comply with all state statutes, local ordinances, rules and regulation, covering the operation of its new investment.

10. Section Names Other Headings and Construction. Section names or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All references to the singular shall include the plural, and to the plural the singular.

11. Severability. If for any reason any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such holding shall not affect, impair or invalidate the remainder of the Agreement but shall be confined in its operation to the specific provision of this Agreement held invalid, and the invalidity of any provision of this Agreement in any one or more instances, shall not affect or prejudice in any way the validity of this Agreement in any other instance.

12. Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by Owner and the City.

13. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Owner may assign all or part of its rights and obligations under this Agreement to any successive Owner of the development, except that during the term of this Agreement, Owner shall provide the City with ten days' written notice prior to any such proposed ownership transfer, including the name, address, business telephone number and contact person for such proposed new Owner.

14. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Owner: WJR Capital, LLC &  
Wallace-Thompson True Value, Inc.  
P.O. Box 156  
Rusk, Texas 75785

The City: The City of Quitman, Texas



PO Box 1855; 401 E. Goode St  
Quitman, TX 75783

15. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

16. Applicable Law. This Agreement is made and shall be construed and interpreted in accordance with the laws of the State of Texas and venue of any cause of action to enforce this Agreement must be brought in Wood County, Texas.

17. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the 18 day of AUGUST, 2017.

OWNER

WJR Capital, LLC

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

Wallace-Thompson True Value, Inc.

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

THE CITY

The City of Quitman, Texas

  
\_\_\_\_\_  
Hon. David Dobbs, Mayor

Attest:

  
\_\_\_\_\_  
Greg Hollen, City Administrator/Secretary



**APPOINTMENT OF MUNICIPAL JUDGE AND ASSOCIATE JUDGE**

**RESOLUTION 081717(D)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
APPOINTING A MUNICIPAL JUDGE AND ASSOCIATE JUDGE**

**WHEREAS**, Sections 31.50 and 31.51 of the City of Quitman, Texas – Code of Ordinances specify terms regarding the appointment of a Municipal Court Judge and Associate Judges;

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

Charles Busby is hereby reappointed as Municipal Judge and Alice Tomerlin and Laura Lee Norred are hereby appointed as Associate Municipal Judges in accordance with Sections 31.50 and 31.51 of the City of Quitman – Code of Ordinances.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 17<sup>th</sup> DAY OF AUGUST, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 17<sup>th</sup> DAY OF AUGUST, 2017.**

APPROVED:

  
\_\_\_\_\_  
David A. Dobbs, Mayor

ATTEST:

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





**Resolution R 081717(E)**

**CONTRACT FOR COURT COLLECTION SERVICES**

**STATE OF TEXAS**

**CITY OF QUITMAN**

THIS CONTRACT is made and entered into by and between CITY OF QUITMAN acting herein by and through its governing body, hereinafter called Client, and Graves Humphries Stahl, LTD. hereinafter called GHS.

**I.**

Client agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees").

This contract supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

**II.**

For purposes of this contract all Fines and Fees shall be referred to GHS when determined to be delinquent as provided for in Article 103.0031, Texas Code of Criminal Procedure. Client will provide GHS with electronic FTP and TELNET access to the information necessary to collect the fees and fines that are subject to this contract through adequate ports and bandwidth necessary.

**III.**

GHS is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. GHS reserves the right to return all accounts not collected within one (1) year of referral by Client, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

**IV.**

For the Collection of Fees and Fines, Client agrees to pay GHS, as compensation for the collection services provided the following fees:

- 1) Thirty percent (30%) of the imposed fees and fines on all Unadjudicated offenses committed on or before June 18, 2003.



## Resolution R 081717(E)

- 2) Thirty percent (30%) of the imposed fees and fines on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 3) Thirty percent (30%) of the imposed fees and fines on all Unadjudicated offenses occurring after June 18, 2003 as provided by Article 103.0031, Texas Code of Criminal Procedure.
- 4) In the event any fines and fees are disposed of through the performance of community service, credit for jail time served, or the discretionary removal of fines and fees pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

All compensations shall become the property of GHS at the time of payment. Client shall pay over said funds on a monthly basis by check.

### V.

GHS agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide advice to Client on the delinquent accounts as requested by Client.

### VI.

This contract shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and be in effect for a period of three (3) years after which it shall automatically renew on an annual basis. Either party to this agreement shall have the right to terminate this agreement, without cause, after the initial or any subsequent term by giving the other party sixty (60) days written notice of their desire and intention to terminate; provided that GHS shall have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

### VII.

This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Hopkins County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.



**Resolution R 081717(E)**

**VIII.**

In consideration of the terms and compensation herein stated, GHS hereby accepts said employment and undertakes performance of said contract as set-forth above.

**IX.**

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This contract is executed on behalf of Client by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF QUITMAN

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

Gregory D Hollen

Quitman City Secretary / Administrator

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

David A. Dobbs,

Mayor, Quitman, Texas

GRAVES HUMPHRIES STAHL, LTD.

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





**Cost Summary:  
City of Quitman**

**Municipal Court Case Management  
Application Hosting  
&  
GHS Collections**

**August 9,2017**

P.O. Box 422  
Sulphur Springs, TX 75483  
(800) 465-5127  
[www.netdatacorp.net](http://www.netdatacorp.net)



August 9, 2017

### Cost Summary

- **ICON- Municipal Court Case Management Application Hosting**  
Includes:
  - **Internet Records Access for online CC payments** *waived*
- **Onsite Training (24 hours)** **\$2,400**
- **Data Conversion** **\$4,000**
- **Credit Card reader** **300**
- **RH-1000 Encryption Hardware** **\$1,900**

**Total Initial Setup Cost: **\$8,600****

**Annual Maintenance & Support, Data Storage/Backup\***

- **Municipal Court Application** **\$ 5,000/yr**
- **CopSync Citation Autofiling** **\$ 1,500/yr**

*\*Billing to begin after successful installation*

All pricing and costs included are valid for 60 days from proposal date unless extended in writing by NET Data.



P.O. Box 422  
Sulphur Springs, TX 75483  
(800) 465-5127  
[www.netdatacorp.net](http://www.netdatacorp.net)



**THE STATE OF TEXAS  
CITY OF QUITMAN**

This agreement is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_ by and between **Graves Humphries Stahl Ltd.** (hereinafter referred to as "LICENSOR") with its principal place of business in Sulphur Springs, Texas and **City of Quitman** (hereinafter referred to as "CLIENT"), with its principal place of business in **Quitman, Texas.**

This agreement will supersede all previous written and oral agreements between LICENSOR and CLIENT.

**DEFINITIONS:**

"Cloud Computing" is the delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices over a network.

The term "Services" in this Agreement shall mean the LICENSOR Cloud System Service and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection ("Documentation") with the Service.

**RECITALS**

Licensor has developed certain computer programs and operating manuals, known collectively as

***ICON Municipal Court Case Management  
Internet Records Access (IRA) with Pace Payment Solutions  
GHS Collections Module***

Hereinafter called "System". System is for use in Licensee's City Offices.

**1. TERM**

This Agreement is effective from installation completion and shall remain in effect for a period of **Thirty Six (36) months** from the Effective Date.

**2. TERMINATION OF SERVICE**

Should either party wish to terminate for a material breach of contract, that party agrees to notify in writing and offer a reasonable opportunity to cure prior to such termination.

Upon termination, LICENSOR may immediately discontinue the Service and all Documentation provided CLIENT shall be returned to LICENSOR. CLIENT HEREBY WAIVES CLAIMS FOR DAMAGE ARISING FROM ANY SUCH RIGHTFUL TERMINATION BY LICENSOR UNDER THIS PROVISION.

**3. WARRANTY**

LICENSOR warrants that it has the right to market, distribute, support and maintain Services and that Services are warranted to conform to the operating specifications as outlined in the Documentation. CLIENT agrees that its SOLE AND EXCLUSIVE REMEDY for a breach of this Warranty is for LICENSOR to correct any error, malfunction or defect if the Services warranted hereunder fails to conform to the applicable operating specifications and CLIENT advises LICENSOR of such failure in writing. If after reasonable attempts, LICENSOR is unable to correct the error, malfunction, or defect, CLIENT shall be entitled to terminate this Agreement. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Services as set forth in the applicable software documentation issued by LICENSOR.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

#### **4. LIMITATION OF LIABILITY**

NEITHER PARTY WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE OR BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR DAMAGES OR LOSS HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S ACTIONS WILL NOT BE GREATER THAN THE AMOUNT PAID TO LICENSOR BY CLIENT. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM THE CLIENT'S RESPONSIBILITIES.

#### **5. SUPPORT**

LICENSOR will provide **24 Hours of onsite application training**. LICENSOR will provide complete Services support as outlined in the attached CLOUD SERVICES SUPPORT ADDENDUM TERMS AND CONDITIONS, incorporated herein by reference.

#### **6. DATA CONVERSION**

LICENSOR will provide the necessary data conversion services.

#### **7. USER SOFTWARE**

CLIENT may not modify software. Licensor agrees to modify software as required to:

- a) Correct any errors found in System.
- b) Bring the System into compliance with new legislation.
- c) Provide Licensee with enhancements to System.

#### **8. CLIENT DATA**

CLIENT will have full access to their data via the LICENSOR application software. CLIENT shall not attempt to reverse assemble, reverse compile or reverse engineer the Services or any part thereof, or otherwise attempt to discover any Services source code or underlying proprietary information. The CLIENT shall not attempt to access other areas outside their LICENSOR application on LICENSOR's server.

LICENSOR retains all rights to customizations developed by LICENSOR to the Service.

CLIENT shall retain ownership in and all rights to CLIENTS data stored in the Services provided by LICENSOR. Upon request by CLIENT made within 60 days of the effective date of termination of this Agreement, LICENSOR shall take commercially reasonable steps to make available to CLIENT a copy of all Client Data, in electronic format, with all work hereunder to be invoiced to CLIENT at the standard hourly billing rate. After 60 days, LICENSOR will have no obligation to maintain or provide any Client Data and shall remove all Client Data in LICENSOR's possession or control.

## **9. CONFIDENTIALITY & PROPRIETARY INFORMATION**

Each party acknowledges that it and its employees may acquire information that is proprietary or confidential to the other party. Each party agrees that it shall hold such information in strict confidence and shall not disclose any such information to any third party. "Confidential Information" means all technical and non-technical information including but not limited to: CLIENT Data, Services, Documentation, financial and marketing information, other proprietary information, and information disclosed that should have reasonably been regarded as confidential, regardless of whether such information would be protected under the common law.

CLIENT specifically acknowledges LICENSOR's statement that the Services and related software are the exclusive property of LICENSOR, constitutes trade secrets of LICENSOR, and agrees to protect the Services or any part thereof from unauthorized use or disclosure by its agents, consultants, contracted personnel, employees, CLIENT, or successors. CLIENT agrees to reproduce and include LICENSOR's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Services and Documentation. In the event the License granted hereunder is terminated, the above obligations of CLIENT with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

LICENSOR and CLIENT further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party.

## **10. ACCESS TO SERVICES**

CLIENT agrees that access to services is intended for Client's employees only and that access by any third party is strictly prohibited without the prior written consent of LICENSOR.

## **11. GENERAL**

Licensee acknowledges that System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including use of System, any physical embodiment of System or any materials supplied by Licensor in connection with System. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.

Neither CLIENT nor LICENSOR is responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. This Agreement shall be governed by the laws of the State of Texas both as to interpretation and performance. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**12. CONSIDERATION**

The price of LICENSOR'S CLOUD SYSTEM SERVICE (Municipal Court) shall be a ONE TIME, IMPLEMENTATION CHARGE of \$8,600. This charge is payable to LICENSOR within 90 days of project initiation. Additionally, there will be an annual charge of \$ 6,500 for 3 years.

The first annual payment will be due upon installation completion with subsequent annual payments due each following year on the anniversary of installation completion. All credit card transactions processed through the system will be assessed a convenience fee of 5% to be paid by the cardholder.

**13. VENUE.**

Licensee expressly acknowledges that in the event any legal action is brought involving any circumstances arising out of the contractual relationship created by this agreement, such litigation must be brought in Hopkins County.

LICENSOR

CLIENT

By:



By:

\_\_\_\_\_

LICENSOR  
President - LICENSOR

City of Quitman



## LICENSOR HOSTING SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS

The purpose of this Service Level Agreement ("SLA") is to define service levels and operational specifications that LICENSOR will provide to Client. "Critical Hours" means 8:00 a.m. to 5:00 p.m. CST five days per week.

### SERVICE LEVELS

#### 1. Hosting Obligations.

LICENSOR shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of LICENSOR;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company's dealing with like data; and
- LICENSOR shall provide adequate firewall protection as is customary in the industry for company's dealing with like data in order to secure Client Data and other Confidential Information of CLIENT and users of the Services from unauthorized access by third parties.

#### 2. System Availability.

LICENSOR shall use reasonable best efforts to maintain the following system availability:

- For any consecutive thirty (30) day period, the system within scope will be fully operational, available, and capable of supporting CLIENT's workload at a 99.5% availability level except for Scheduled Service Outages as specified.
- "Scheduled Service Outages" shall be performed during the hours of 5:00 p.m. to 8:00 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose.
- System is "available" when the servers are operational and capable of serving Users, independent of any CLIENT's network links outside our control.

#### 3. Exclusions

LICENSOR is not to be held responsible for any Service or system failures during any period of time in which any of the following "Exclusions" exist:

- CLIENT Resource Problems – there are problems resulting from CLIENT resources not under LICENSOR management.
- Failure of any hardware not under LICENSOR's management (customer PC's, portage boxes, etc.)
- Scheduled Maintenance – Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.
- Network Changes – Changes made by CLIENT to the networking environment that were not communicated to or approved by LICENSOR.
- Force Majeure – Problems resulting from a Force Majeure Event.
- Agreed Temporary Exclusions – Any temporary exclusions requested by LICENSOR and approved by CLIENT to implement changes in applications, environments, conversions or system software.
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- CLIENT Responsibilities – Problems resulting from any failure by CLIENT to fulfill its responsibilities or obligations.
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LICENSOR

CLIENT

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

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

LICENSOR  
President – LICENSOR

City of Quitman



## **LICENSOR HOSTING SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS**

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- System is "available" when the servers are operational and capable of serving Users, independent of any CLIENT's network links outside our control.

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- Force Majeure – Problems resulting from a Force Majeure Event.
- Agreed Temporary Exclusions – Any temporary exclusions requested by LICENSOR and approved by CLIENT to implement changes in applications, environments, conversions or system software.
- CLIENT Actions – Problems resulting from actions or inactions of CLIENT contrary to the LICENSOR's reasonable recommendations.
- CLIENT Responsibilities – Problems resulting from any failure by CLIENT to fulfill its responsibilities or obligations.
- Internet Connectivity Loss – Loss of Internet connectivity to CLIENT site for any reason.
- Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the CLIENT.





**UTILITY DEPARTMENT PURCHASE AUTHORIZATION**

**RESOLUTION 081717(F)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
AUTHORIZING THE EXECUTION OF A PURCHASE  
FOR UTILITY DEPARTMENT OF A HAND HELD WATER METER READER DEVICE**

**WHEREAS**, Proposals for replacement purchase of the current hand held meter reading device is required, given the break down and inability to provide service and support, due to the product being obsolete, of the current product, and

**WHEREAS**, the City of Quitman Utility Department has investigated equipment to meet the needs of the citizens and city, and

**WHEREAS**, our current service partner, AquaMetric has submitted the best proposal with a next generation handheld reading device, and related software from SENSUS, with the product FieldLogic, Model FL6501-S, and

**WHEREAS**, the City Council finds it in the best interest of the City to accept the proposal from AquaMetric for the SENSUS product based on the price and warranty offered and the performance history in its relationship with the City.

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

The Mayor is hereby authorized and directed to execute a purchase agreement with Aqua Metric for the SENSUS hardware and software equipment identified in the attached quotation and in accordance with the attached financing proposal summary.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 17<sup>th</sup> DAY OF AUGUST, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 17<sup>th</sup> DAY OF AUGUST, 2017.**

ATTEST:

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

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



**RESOLUTION 081717(G)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
APPROVING NOTOFICATION OF CPI INCREASE FOR SOLID WASTE COLLECTION SERVICES**

**WHEREAS**, Quitman City Council approved and authorized specific expenditures by line item within the City Budget, for solid waste collection & disposal, and

**WHEREAS**, Republic Services has been our provider partner and within our contract specifications is permitted a Consumer Price Index (CPI) rate adjustment to keep pace with increasing costs while maintaining the quality of service to the residents of Quitman;


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

The City Council does approve the CPI of the rate adjustment increase for this service by an adjusted rate amount of 2.2% (.26 cents per month per household).

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 17th DAY OF AUGUST, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 17th DAY OF AUGUST, 2017.**

APPROVED:



David A. Dobbs, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator



**INTERLOCAL CONTRACT WITH WOOD COUNTY INDUSTRIAL COMMISSION**

**RESOLUTION 081717(H)**

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

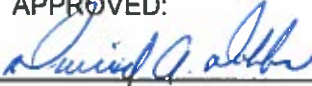
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS, THAT:**

The Mayor is hereby authorized and directed to execute the attached 'Interlocal Cooperation Contract or Agreement' with Wood County Industrial Commission regarding county wide economic development and tourism services. The City of Quitman contribution is \$3,187.10 for FYE 2018 budget.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
THIS 17th DAY OF AUGUST, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO  
THIS 17th DAY OF AUGUST, 2017.**

APPROVED:

  
\_\_\_\_\_  
David A. Dobbs, Mayor

ATTEST:

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



INTERLOCAL COOPERATION CONTRACT OR AGREEMENT

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

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

FY 2017-2018

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

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

\*City of Quitman\*

Mayor David J. Jolly Date 8/18/17

Accepted and Agreed Upon By  
Wood County Judge \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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





R 081717 (I)

**CITY OF QUITMAN RESOLUTION**

**A RESOLUTION AUTHORIZING THE CREATION OF THE  
PINEY WOODS 9-1-1 DISTRICT**

**WHEREAS**, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the "Act"), provides for the creation of a Regional Emergency Communications District; and

**WHEREAS**, the Act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission; and

**WHEREAS**, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the "District"); and

**WHEREAS**, the City of Quitman exclusively receives 9-1-1 system services operated through the East Texas Council of Governments, a regional planning commission;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF QUITMAN AUTHORIZES THE  
CREATION OF THE PINEY WOODS 9-1-1 DISTRICT**

Passed and approved on the 18 day of August 2017 at a regularly scheduled Council or Commissioners Court Meeting of The City of Quitman, Texas.

APPROVED:



Mayor David Dobbs

ATTEST:



Clerk/Secretary



**RESOLUTION 081717(J)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS  
APPROVING NOTIFICATION OF WATER RATE SCHEDULE INCREASE WITH THE SABINE RIVER  
AUTHORITY**

**WHEREAS**, Quitman City Council approved and authorized specific expenditures by line item within the City Budget, for water rate schedule for Lake Tawakoni and Lake Fork, and

**WHEREAS**, The Sabine River Authority has been our provider partner and within our contract specifications is permitted an annual rate adjustment to keep pace with increasing costs while maintaining the quality of service to the residents of Quitman;

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

The City Council does approve the Sabine River Authority rate adjustment increase for this service by an adjusted rate increase amount from \$0.122 per 1,000 gallons to \$0.126 per 1,000 gallons.

**PASSED BY THE CITY COUNCIL OF THE CITY OF QUITMAN, TEXAS THIS 17th DAY OF AUGUST, 2017.**

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES HERETO THIS 17th DAY OF AUGUST, 2017.**

APPROVED:



David A. Dobbs, Mayor

ATTEST:



Gregory D. Hollen, City Secretary / Administrator

