



**CITY OF WHARTON  
FINANCE COMMITTEE MEETING**

**Monday, July 25, 2022  
5:30 PM**

***CITY HALL 120 EAST CANEY STREET  
WHARTON, TEXAS 77488***

**NOTICE OF  
CITY OF WHARTON  
FINANCE COMMITTEE MEETING**

Notice is hereby given that a Finance Committee Meeting will be held on Monday, July 25, 2022 at 5:30 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

**SEE ATTACHED AGENDA**

Dated this 21st day of July 2022.

By:   
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Finance Committee Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on July 21, 2022, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

The Wharton City Hall is wheelchair accessible. Access to the building and special parking is available at the primary entrance. Persons with disabilities, who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at (979) 532-4811 Ext. 225 or by FAX (979) 532-0181 at least two (2) days prior to the meeting date. BRAILLE IS NOT AVAILABLE.

Dated this 21st day of July 2022.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**Finance Committee Meeting**  
**Monday, July 25, 2022**  
**City Hall - 5:30 PM**

**Call to Order.**

**Roll Call.**

**Public Comments.**

**Review & Consider:**

1. Minutes from the meeting held June 13, 2022.
2. Wharton Chamber of Commerce request for the FY2023 Budget.
3. Outside Agencies request for the FY2023 Budget.
4. Weedy Lots Liens Amnesty Program – Reduction/Payment Plan Agreement.
5. Resolution: A resolution of the Wharton City Council awarding a contract for the Wharton Regional Airport Paving Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.

**Adjournment.**

City of Wharton  
120 E. Caney Street  
Wharton, TX 77488

## FINANCE COMMITTEE

Meeting Date:	7/25/2022	Agenda Item:	Minutes from the meeting held June 13, 2022.
Attached are a copy of the draft minutes from the meeting held June 13, 2022.			
City Manager: Joseph R. Pace		Date: Thursday, July 21, 2022	
Approval: 			
Mayor: Tim Barker			

**MINUTES  
OF  
CITY OF WHARTON  
FINANCE COMMITTEE MEETING  
120 EAST CANEY STREET  
WHARTON, TEXAS 77488  
Monday, June 13, 2022–6:00 p.m.**

City Manager, Joseph R. Pace, declared a meeting of the City Council Finance Committee duly open for the transaction of business at 6:00 p.m.

Committee Members present were: Mayor, Tim Barker; Councilmember Larry Pittman and Councilmember, Russell Machann.

Committee Member absent was: None.

City Council Member present was: None.

Staff members present were: City Manager, Joseph R. Pace; Assistant to the City Manager, Brandi Jimenez; Finance Director, Joan Anandel and City Secretary, Paula Favors.

Staff member absent was: None.

Visitors: None.

Public Comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held May 16, 2022. Councilmember, Russell Machann, made a motion to approve the minutes as presented. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider Resolution: A resolution of the Wharton City Council approving the Interlocal Agreement with the Texas Municipal League Health Benefits Pool (TML Health Benefits Pool) for medical, long-term disability, life, accidental death & dismemberment, for flexible spending account, health reimbursement account and voluntary vision plans for City employees for the October 1, 2022 to September 30, 2023 Fiscal Year; and Sun Life Financial for voluntary dental coverage for City employees; authorizing the Mayor of the City of Wharton to execute all documents relating to said contracts. City Secretary, Paula Favors, presented to the Committee the City of Wharton TML Health Benefits Pool re-rate options for the 2022-2023 year. She stated that the recommendation from the City Staff was to consider TML Health Benefits Pool for the employee's health insurance plan and contribute the previous year's amount of \$1,250.00 to a Health Reimbursement Agreement (HRA) to offset the deductible or other medical expenses. She also stated that the City Staff was requesting to continue voluntary Vision Option H to this year's TML Health Benefits Pool plan. She stated that there were no changes in the rates for the Voluntary Sun Life Financial Dental Coverage. After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council to approve the Interlocal Agreement with the Texas Municipal League Health Benefits Pool (TML Health Benefits Pool) for medical, long-term disability, life, accidental death & dismemberment, for flexible spending account, health reimbursement account and voluntary vision plans for City employees for the October 1, 2022 to September 30, 2023 Fiscal Year; and Sun Life Financial for voluntary dental coverage for City employees. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider Request for Privileged Liens Amnesty. City Secretary, Paula Favors, stated to the Committee that the City of Wharton had issued privileged liens under

the Chapter 34 Health and Sanitation Sec. - 34-56. - Same—Collection of expenses, for properties within the City for having to maintain grass and/or weeds for those not in compliance since 1998.

She stated that since that time, the City had issued over 800 liens. She stated that after an internal audit of the active liens, it was discovered that there were over \$300,000 in outstanding liens and over \$600,000 in interest. She stated that the City Staff was requesting in an effort to collect some of the outstanding lien debt, that the City Council consider approving an amnesty on the interest due on these liens. She stated that it is the City Staff's request that the amnesty run through September 15, 2022, forgiving the interest amount only. After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council to approve the request for Privileged Liens Amnesty. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fourth item on the agenda was adjournment.

The meeting adjourned at 6:13 p.m.

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Joseph R. Pace, City Manager

City of Wharton  
120 E. Caney Street  
Wharton, TX 77488

## FINANCE COMMITTEE

Meeting Date:	7/25/2022	Agenda Item:	Wharton Chamber of Commerce request for the FY2023 Budget.
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At the Budget Workshop held on July 18, 2022, the Wharton Chamber of Commerce presented a request for the FY2023 Budget for \$52,000.

After further discussion, the City Council had requested that the Chamber of Commerce present further information to the Finance Committee for consideration of this item.

Mr. Ron Sanders will be presenting further information at the meeting.

City Manager: Joseph R. Pace	Date: Thursday, July 21, 2022
Approval: 	
Mayor: Tim Barker	

City of Wharton  
120 E. Caney Street  
Wharton, TX 77488

## FINANCE COMMITTEE

Meeting Date:	7/25/2022	Agenda Item:	Outside Agencies request for the FY2023 Budget.
<p>At the Budget Workshop held on July 18, 2022, there were three outside agency requests presented for funding from the General Fund:</p> <ol style="list-style-type: none"> <li>1. Crisis Center \$7,000</li> <li>2. Friends of Wharton Animal Control \$10,000</li> <li>3. Wharton County SPOT \$3,000</li> </ol> <p>A recommendation from the Finance Committee is needed for the Finance Department to add to the proposed FY2023 Budget.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 21, 2022	
Approval: 			
Mayor: Tim Barker			

City of Wharton  
 120 E. Caney Street  
 Wharton, TX 77488

# FINANCE COMMITTEE

Meeting Date:	7/25/2022	Agenda Item:	Weedy Lots Liens Amnesty Program – Reduction/Payment Plan Agreement.
<p>The City Council approved a Liens Amnesty Program on June 13, 2022, to help clear up over \$300,000 in outstanding liens. Since that time, the City Staff, has been in contact with several of the property’s owners regarding their liens. Many of the owners did not realize their property had a lien(s) on it. Some of the owners have found that their liens go into the thousands of dollars and are unable to pay the full amount of the liens before the September 15, 2022 deadline.</p> <p>The City Staff is requesting in an effort to collect some of the outstanding lien debt, the City Council consider approving a reduction in those liens over \$1,000. The recommendation is that the liens from \$1,000 to \$2,000 be reduced in half and then those over \$2,000 be reduced by 75%.</p> <p>Also, there is a recommendation that the City Council consider approving a payment arrangement agreement with property owners. The agreement would be for those owner’s having originally \$1,000 to \$2,000 in lien debt, a six (6) month payout agreement and those over \$2,000, a twelve (12) month payment agreement, ending no later than December 31, 2023.</p> <p>Property owners would have to pay their lien and the \$26 lien release fee to have it released by the City.</p> <p>City Secretary, Paula Favors, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 21, 2022	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

120 E. Caney Street ° Wharton, TX 77488  
Phone (979) 532-2491° Fax (979) 532-0181

## MEMORANDUM

Date: July 20, 2022

From: Paula Favors, City Secretary

To: Joseph R. Pace, City Manager

Subject: Weedy Lots Liens Amnesty Program – Reduction/Payment Plan Agreement

The City Council approved a Liens Amnesty Program on June 13, 2022, to help clear up over \$300,000 in outstanding liens. Since that time the City Staff has been in contact with several of the property's owners regarding their liens. Many of the owners did not realize their property had a lien(s) on it. Some of the owner's have found that their liens go into the thousands of dollars and are unable to pay the full amount of the liens before the September 15, 2022 deadline.

The City Staff is requesting in an effort to collect some of the outstanding lien debt, the City Council consider approving a reduction in those liens over \$1,000. The recommendation is that the liens from \$1,000 to \$2,000 be reduced in half and then those over \$2,000 be reduced by 75%.

Also, there is a recommendation that the City Council consider approving a payment arrangement agreement with property owners. The agreement would be for those owner's having originally \$1,000 to \$2,000 in lien debt, a six (6) month payout agreement and those over \$2,000, a twelve (12) month payment agreement, ending no later than December 31, 2023.

Property owners would have to pay their lien and the \$26 lien release fee to have it released by the City.

If you have any questions, please contact Paula Favors at (979) 532-2491 Ext. 225. Thank you.



# City of Wharton Lien Payment Agreement

The **City of Wharton** and \_\_\_\_\_, hereinafter referred to as the property owner, enter into this lien payment agreement on the following terms and conditions:

1. The property owner agrees to voluntarily, and by order, have the City of Wharton pay for the liens on the following address \_\_\_\_\_.
2. The property owner agrees to make monthly payments on the following lien(s) for a period to not exceed December 31, 2023.
3. The property owner agrees to reimburse the City of Wharton for the liens on the property listed above and the City agrees to not charge accrued interest on the lien. At the time the lien(s) balance is paid in full, and a \$26 release of lien fee is paid, the City of Wharton will issue a release of lien and provide a copy to the property owner.

**EXECUTED** in duplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF WHARTON, TEXAS**

**PROPERTY OWNER**

\_\_\_\_\_  
**Joan Andel**  
Finance Director

\_\_\_\_\_  
Property Owner

**CITY OF WHARTON, TEXAS**

\_\_\_\_\_  
**Joseph R. Pace**  
City Manager

**CITY OF WHARTON, TEXAS**

**ATTEST:**

\_\_\_\_\_  
**Paula Favors**  
City Secretary

**THE STATE OF TEXAS**           §

**COUNTY OF WHARTON**       §

THIS INSTRUMENT was acknowledged before me on \_\_\_\_\_, 2022, by Joan Andel as Finance Director of the City of Wharton, Texas and Joseph R. Pace as City Manager of the City of Wharton, Texas.

seal

\_\_\_\_\_  
Notary Public, State of Texas

DRAFT

Due 12/31/2022

\$1,000-\$2,000 - 50% off		\$2001-\$10,001 - 75% off	
Lien Amount	Discounted Amount	Lien Amount	Discounted Amount
\$1,000.00	\$500.00	\$2,001.00	\$1,000.25
\$1,025.00	\$512.50	\$2,026.00	\$1,006.50
\$1,050.00	\$525.00	\$2,051.00	\$1,012.75
\$1,075.00	\$537.50	\$2,076.00	\$1,019.00
\$1,100.00	\$550.00	\$2,101.00	\$1,025.25
\$1,125.00	\$562.50	\$2,126.00	\$1,031.50
\$1,150.00	\$575.00	\$2,151.00	\$1,037.75
\$1,175.00	\$587.50	\$2,176.00	\$1,044.00
\$1,200.00	\$600.00	\$2,201.00	\$1,050.25
\$1,225.00	\$612.50	\$2,226.00	\$1,056.50
\$1,250.00	\$625.00	\$2,251.00	\$1,062.75
\$1,275.00	\$637.50	\$2,276.00	\$1,069.00
\$1,300.00	\$650.00	\$2,301.00	\$1,075.25
\$1,325.00	\$662.50	\$2,326.00	\$1,081.50
\$1,350.00	\$675.00	\$2,351.00	\$1,087.75
\$1,375.00	\$687.50	\$2,376.00	\$1,094.00
\$1,400.00	\$700.00	\$2,401.00	\$1,100.25
\$1,425.00	\$712.50	\$2,426.00	\$1,106.50
\$1,450.00	\$725.00	\$2,451.00	\$1,112.75
\$1,475.00	\$737.50	\$2,476.00	\$1,119.00
\$1,500.00	\$750.00	\$2,501.00	\$1,125.25
\$1,525.00	\$762.50	\$2,526.00	\$1,131.50
\$1,550.00	\$775.00	\$2,551.00	\$1,137.75
\$1,575.00	\$787.50	\$2,576.00	\$1,144.00
\$1,600.00	\$800.00	\$2,601.00	\$1,150.25
\$1,625.00	\$812.50	\$2,626.00	\$1,156.50
\$1,650.00	\$825.00	\$2,651.00	\$1,162.75
\$1,675.00	\$837.50	\$2,676.00	\$1,169.00
\$1,700.00	\$850.00	\$2,701.00	\$1,175.25
\$1,725.00	\$862.50	\$2,726.00	\$1,181.50
\$1,750.00	\$875.00	\$2,751.00	\$1,187.75
\$1,775.00	\$887.50	\$2,776.00	\$1,194.00
\$1,800.00	\$900.00	\$2,801.00	\$1,200.25
\$1,825.00	\$912.50	\$2,826.00	\$1,206.50
\$1,850.00	\$925.00	\$2,851.00	\$1,212.75
\$1,875.00	\$937.50	\$2,876.00	\$1,219.00
\$1,900.00	\$950.00	\$2,901.00	\$1,225.25
\$1,925.00	\$962.50	\$2,926.00	\$1,231.50
\$1,950.00	\$975.00	\$2,951.00	\$1,237.75
\$1,975.00	\$987.50	\$2,976.00	\$1,244.00
\$2,000.00	\$1,000.00	\$3,001.00	\$1,250.25
		\$3,026.00	\$1,256.50

\$3,051.00	\$1,262.75
\$3,076.00	\$1,269.00
\$3,101.00	\$1,275.25
\$3,126.00	\$1,281.50
\$3,151.00	\$1,287.75
\$3,176.00	\$1,294.00
\$3,201.00	\$1,300.25
\$3,226.00	\$1,306.50
\$3,251.00	\$1,312.75
\$3,276.00	\$1,319.00
\$3,301.00	\$1,325.25
\$3,326.00	\$1,331.50
\$3,351.00	\$1,337.75
\$3,376.00	\$1,344.00
\$3,401.00	\$1,350.25
\$3,426.00	\$1,356.50
\$3,451.00	\$1,362.75
\$3,476.00	\$1,369.00
\$3,501.00	\$1,375.25
\$3,526.00	\$1,381.50
\$3,551.00	\$1,387.75
\$3,576.00	\$1,394.00
\$3,601.00	\$1,400.25
\$3,626.00	\$1,406.50
\$3,651.00	\$1,412.75
\$3,676.00	\$1,419.00
\$3,701.00	\$1,425.25
\$3,726.00	\$1,431.50
\$3,751.00	\$1,437.75
\$3,776.00	\$1,444.00
\$3,801.00	\$1,450.25
\$3,826.00	\$1,456.50
\$3,851.00	\$1,462.75
\$3,876.00	\$1,469.00
\$3,901.00	\$1,475.25
\$3,926.00	\$1,481.50
\$3,951.00	\$1,487.75
\$3,976.00	\$1,494.00
\$4,001.00	\$1,500.25
\$4,026.00	\$1,506.50
\$4,051.00	\$1,512.75
\$4,076.00	\$1,519.00
\$4,101.00	\$1,525.25
\$4,126.00	\$1,531.50
\$4,151.00	\$1,537.75
\$4,176.00	\$1,544.00
\$4,201.00	\$1,550.25

\$4,226.00	\$1,556.50
\$4,251.00	\$1,562.75
\$4,276.00	\$1,569.00
\$4,301.00	\$1,575.25
\$4,326.00	\$1,581.50
\$4,351.00	\$1,587.75
\$4,376.00	\$1,594.00
\$4,401.00	\$1,600.25
\$4,426.00	\$1,606.50
\$4,451.00	\$1,612.75
\$4,476.00	\$1,619.00
\$4,501.00	\$1,625.25
\$4,526.00	\$1,631.50
\$4,551.00	\$1,637.75
\$4,576.00	\$1,644.00
\$4,601.00	\$1,650.25
\$4,626.00	\$1,656.50
\$4,651.00	\$1,662.75
\$4,676.00	\$1,669.00
\$4,701.00	\$1,675.25
\$4,726.00	\$1,681.50
\$4,751.00	\$1,687.75
\$4,776.00	\$1,694.00
\$4,801.00	\$1,700.25
\$4,826.00	\$1,706.50
\$4,851.00	\$1,712.75
\$4,876.00	\$1,719.00
\$4,901.00	\$1,725.25
\$4,926.00	\$1,731.50
\$4,951.00	\$1,737.75
\$4,976.00	\$1,744.00
\$5,001.00	\$1,750.25
\$5,026.00	\$1,756.50
\$5,051.00	\$1,762.75
\$5,076.00	\$1,769.00
\$5,101.00	\$1,775.25
\$5,126.00	\$1,781.50
\$5,151.00	\$1,787.75
\$5,176.00	\$1,794.00
\$5,201.00	\$1,800.25
\$5,226.00	\$1,806.50
\$5,251.00	\$1,812.75
\$5,276.00	\$1,819.00
\$5,301.00	\$1,825.25
\$5,326.00	\$1,831.50
\$5,351.00	\$1,837.75
\$5,376.00	\$1,844.00

\$5,401.00	\$1,850.25
\$5,426.00	\$1,856.50
\$5,451.00	\$1,862.75
\$5,476.00	\$1,869.00
\$5,501.00	\$1,875.25
\$5,526.00	\$1,881.50
\$5,551.00	\$1,887.75
\$5,576.00	\$1,894.00
\$5,601.00	\$1,900.25
\$5,626.00	\$1,906.50
\$5,651.00	\$1,912.75
\$5,676.00	\$1,919.00
\$5,701.00	\$1,925.25
\$5,726.00	\$1,931.50
\$5,751.00	\$1,937.75
\$5,776.00	\$1,944.00
\$5,801.00	\$1,950.25
\$5,826.00	\$1,956.50
\$5,851.00	\$1,962.75
\$5,876.00	\$1,969.00
\$5,901.00	\$1,975.25
\$5,926.00	\$1,981.50
\$5,951.00	\$1,987.75
\$5,976.00	\$1,994.00
\$6,001.00	\$2,000.25
\$6,026.00	\$2,006.50
\$6,051.00	\$2,012.75
\$6,076.00	\$2,019.00
\$6,101.00	\$2,025.25
\$6,126.00	\$2,031.50
\$6,151.00	\$2,037.75
\$6,176.00	\$2,044.00
\$6,201.00	\$2,050.25
\$6,226.00	\$2,056.50
\$6,251.00	\$2,062.75
\$6,276.00	\$2,069.00
\$6,301.00	\$2,075.25
\$6,326.00	\$2,081.50
\$6,351.00	\$2,087.75
\$6,376.00	\$2,094.00
\$6,401.00	\$2,100.25
\$6,426.00	\$2,106.50
\$6,451.00	\$2,112.75
\$6,476.00	\$2,119.00
\$6,501.00	\$2,125.25
\$6,526.00	\$2,131.50
\$6,551.00	\$2,137.75

\$6,576.00	\$2,144.00
\$6,601.00	\$2,150.25
\$6,626.00	\$2,156.50
\$6,651.00	\$2,162.75
\$6,676.00	\$2,169.00
\$6,701.00	\$2,175.25
\$6,726.00	\$2,181.50
\$6,751.00	\$2,187.75
\$6,776.00	\$2,194.00
\$6,801.00	\$2,200.25
\$6,826.00	\$2,206.50
\$6,851.00	\$2,212.75
\$6,876.00	\$2,219.00
\$6,901.00	\$2,225.25
\$6,926.00	\$2,231.50
\$6,951.00	\$2,237.75
\$6,976.00	\$2,244.00
\$7,001.00	\$2,250.25
\$7,026.00	\$2,256.50
\$7,051.00	\$2,262.75
\$7,076.00	\$2,269.00
\$7,101.00	\$2,275.25
\$7,126.00	\$2,281.50
\$7,151.00	\$2,287.75
\$7,176.00	\$2,294.00
\$7,201.00	\$2,300.25
\$7,226.00	\$2,306.50
\$7,251.00	\$2,312.75
\$7,276.00	\$2,319.00
\$7,301.00	\$2,325.25
\$7,326.00	\$2,331.50
\$7,351.00	\$2,337.75
\$7,376.00	\$2,344.00
\$7,401.00	\$2,350.25
\$7,426.00	\$2,356.50
\$7,451.00	\$2,362.75
\$7,476.00	\$2,369.00
\$7,501.00	\$2,375.25
\$7,526.00	\$2,381.50
\$7,551.00	\$2,387.75
\$7,576.00	\$2,394.00
\$7,601.00	\$2,400.25
\$7,626.00	\$2,406.50
\$7,651.00	\$2,412.75
\$7,676.00	\$2,419.00
\$7,701.00	\$2,425.25
\$7,726.00	\$2,431.50

\$7,751.00	\$2,437.75
\$7,776.00	\$2,444.00
\$7,801.00	\$2,450.25
\$7,826.00	\$2,456.50
\$7,851.00	\$2,462.75
\$7,876.00	\$2,469.00
\$7,901.00	\$2,475.25
\$7,926.00	\$2,481.50
\$7,951.00	\$2,487.75
\$7,976.00	\$2,494.00
\$8,001.00	\$2,500.25
\$8,026.00	\$2,506.50
\$8,051.00	\$2,512.75
\$8,076.00	\$2,519.00
\$8,101.00	\$2,525.25
\$8,126.00	\$2,531.50
\$8,151.00	\$2,537.75
\$8,176.00	\$2,544.00
\$8,201.00	\$2,550.25
\$8,226.00	\$2,556.50
\$8,251.00	\$2,562.75
\$8,276.00	\$2,569.00
\$8,301.00	\$2,575.25
\$8,326.00	\$2,581.50
\$8,351.00	\$2,587.75
\$8,376.00	\$2,594.00
\$8,401.00	\$2,600.25
\$8,426.00	\$2,606.50
\$8,451.00	\$2,612.75
\$8,476.00	\$2,619.00
\$8,501.00	\$2,625.25
\$8,526.00	\$2,631.50
\$8,551.00	\$2,637.75
\$8,576.00	\$2,644.00
\$8,601.00	\$2,650.25
\$8,626.00	\$2,656.50
\$8,651.00	\$2,662.75
\$8,676.00	\$2,669.00
\$8,701.00	\$2,675.25
\$8,726.00	\$2,681.50
\$8,751.00	\$2,687.75
\$8,776.00	\$2,694.00
\$8,801.00	\$2,700.25
\$8,826.00	\$2,706.50
\$8,851.00	\$2,712.75
\$8,876.00	\$2,719.00
\$8,901.00	\$2,725.25

\$8,926.00	\$2,731.50
\$8,951.00	\$2,737.75
\$8,976.00	\$2,744.00
\$9,001.00	\$2,750.25
\$9,026.00	\$2,756.50
\$9,051.00	\$2,762.75
\$9,076.00	\$2,769.00
\$9,101.00	\$2,775.25
\$9,126.00	\$2,781.50
\$9,151.00	\$2,787.75
\$9,176.00	\$2,794.00
\$9,201.00	\$2,800.25
\$9,226.00	\$2,806.50
\$9,251.00	\$2,812.75
\$9,276.00	\$2,819.00
\$9,301.00	\$2,825.25
\$9,326.00	\$2,831.50
\$9,351.00	\$2,837.75
\$9,376.00	\$2,844.00
\$9,401.00	\$2,850.25
\$9,426.00	\$2,856.50
\$9,451.00	\$2,862.75
\$9,476.00	\$2,869.00
\$9,501.00	\$2,875.25
\$9,526.00	\$2,881.50
\$9,551.00	\$2,887.75

City of Wharton  
 120 E. Caney Street  
 Wharton, TX 77488

## FINANCE COMMITTEE

Meeting Date:	7/25/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council awarding a contract for the Wharton Regional Airport Paving Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
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Attached is a proposal from Sylva Construction Company for the continuation of the Wharton Regional Airport Paving Project in the amount of \$43,230. The first section of this project was completed in August 2021. This project encompasses widening the hangar driveway area as well as the office area to include paving, replacing car stops and restriping.

The City will be responsible for only one-half of the cost of this project. The remainder will be reimbursed through the Routine Airport Maintenance Program (RAMP) with the Texas Department of Transportation Aviation Division.

Public Works Director, Anthony Arcidiacano, has worked with Sylva Construction on the details of this project and he has given approval to move forward.

Finance Director, Joan Andel, will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, July 21, 2022
Approval: 	
Mayor: Tim Barker	



# City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

Phone (979) 532-2491° Fax (979) 532-  
0181

## MEMORANDUM

To: Mr. Joseph R. Pace  
City Manager

From: Joan Andel

Date: July 20, 2022

Re: Airport Paving Project

Attached is a proposal from Sylva Construction Company for the continuation of the Wharton Regional Airport Paving project in the amount of \$43,230. The first section of this project was done in August 2021. This project encompasses widening the hangar driveway area as well as the office area to include paving, replacing car stops and restriping.

The City will be responsible for only one-half of the cost of this project. The remainder will be reimbursed through the Routine Airport Maintenance Program (RAMP) with the Texas Department of Transportation Aviation Division.

Public Works Director, Anthony Arcidiacano, has worked with Sylva Construction on the details of this project and he has given approval to move forward.

Please place this item on the Finance Committee agenda for Monday, July 25, 2022, for a recommendation to the City Council on the same evening.

Should you have any questions, please contact me.

## Proposal

Sylva Construction Company  
 819 W. Mahan Street  
 Port Lavaca, TX 77979  
 Phone 361-552-2123

July 18, 2022

City of Wharton  
 120 E. Caney St.  
 Wharton, TX 77488

Attn: Anthony Arcidiacono, Public Works Director

Job: Airport Paving

Furnish equipment, labor, and material for the following work scope on proposed work area dimensions by Anthony

1. Mobilize
2. Widen drive – 200' X 10'
  - A. Excavate 10" x 200' x 10' wide and haul off to existing dirt pile on site.
  - B. Compact subbase.
  - C. Install geo-grid.
  - D. Import and place 8" thick compacted limestone base material.
  - E. Apply prime.
  - F. Lay 2" Type D HMA.
3. Existing parking lot at office – 154' X 40'
  - A. Remove stop curbs.
  - B. Fog seal parking lot.
  - C. Install 14 each concrete car stops.
  - D. Restripe parking lines.

Items 1 through 3

\$43,230.00

Airport is to furnish water needed for this project.

Thank you for giving us the opportunity to quote this job. Let me know if you have any questions.

Sam Sylva  
 Sylva Construction, LLC

**CONSTRUCTION SERVICES AGREEMENT  
WHARTON, TEXAS 77488**

**STATE OF TEXAS           §  
COUNTY OF WHARTON §**

This Agreement (hereinafter referred to as the “Agreement”, made and entered into in the City of Wharton, Wharton County, Texas, between the City of Wharton, a municipal corporation and political subdivision of the State of Texas, acting by and through its Mayor (hereinafter referred to as “City”), and Sylva Construction under the laws of the State of Texas (hereinafter referred to as “Contractor”), said Agreement being executed by the City through its Mayor and by said Contractor, for the Wharton Regional Airport Paving Project, Wharton, Texas 77488 (hereinafter referred to as the “Project”):

**I. PURPOSE AND BRIEF STATEMENT OF PROJECT**

- 1.1 Contractor, under this Agreement, is to provide all labor, materials and equipment necessary to conduct “Project” in accordance with the quote, which includes the plans and specifications attached hereto as Exhibit “A” at the Wharton Regional Airport, Wharton, Texas.
- 1.2 Contractor shall commence work on the Project once the Contractor has been thoroughly briefed regarding the scope of the Project by City’s Representative and has been notified in writing by the City Manager to proceed with the Construction.

**II. DESCRIPTION OF SERVICES AND CONTRACT DOCUMENTS**

- 2.1 Contractor shall perform its obligations under this Agreement in accordance with the Contractor’s quote dated July 18, 2022 which comprises a list of services and price, which is attached hereto and fully incorporated verbatim for all purposes. Contractor will be compensated in accordance with Section 5.1 of this contract. Should there be any conflict between the terms of the Contractor’s Proposal, or any other Contract Documents, and terms of this Agreement, the terms of this Agreement shall be final and binding.

**III. VOLUME OF WORK / TERM PERIOD OF AGREEMENT / and OPTIONAL RENEWAL PERIODS**

- 3.1 Contractor shall complete the work described in the Contract Documents and Exhibits “A” incorporated above.
- 3.2 The term of this Agreement shall commence immediately upon execution by both parties. The contractor will commence the work required by Exhibits “A” within ten (10) calendar days after the date of the Notice to

Proceed and will complete the same within \_\_\_\_\_ calendar days from the date of the notice to proceed.

- 3.3 The City may authorize additional calendar days or make adjustments to the Project Schedule and related deliverables, within the existing scope of this Agreement, upon mutual agreement in writing, between the City Manager (or his designee) and Contractor, as to the reasonableness of said additional time or adjustment.
- 3.4 Both the City and the Contractor agree that additional services may be required for this Project based upon the potential duration of construction activities, potential extended working hours by the Contractor, and any additional testing required by the Owner and that this Agreement may be amended to increase the scope of work to include said additional services upon mutual agreement, and written notification of approval and understanding, from the City and the Contractor as to the reasonableness of the scope of work, period of service, and fees for any such additional services.

#### **IV. COORDINATION WITH THE CITY**

- 4.1 The City Manager or his designee, shall be the person to act as the City's representatives in connection with this Project. The Contractor shall hold periodic conferences with the City, or his representatives, through completion of the Project, in order to have the full benefit of their experience and knowledge of existing City needs and facilities, and to be consistent with regulatory policies and standards. To assist Contractor in this coordination, the City Manager shall make available to the Contractor other data in his possession relative to existing City facilities and to this particular Project, for Contractor's borrowed use in performing work associated with the terms of this Agreement. Contractor shall bear all costs associated with reproducing the required documents, and shall return all original documents loaned by the City to the City Manager immediately upon reproduction.
- 4.2 The City Manager will act on behalf of the City with respect to the work to be performed under this Agreement, in consultation with City's Representative. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the Project Specifications and Contract Documents with respect to materials, equipment, elements, and systems pertinent to the Contractor's service.
- 4.3 The City's Representative will give written notice to Contractor whenever he/she reasonably believes work of Contractor to be defective or of any development that the City's Representatives reasonably believes may affect the scope or timing of Contractor's services. Contractor shall provide

written response to City's notice within ten (10) days of receipt of said notice. If Contractor fails to acknowledge City's notice, then such notices shall be deemed as acceptable to Contractor and therefore acknowledged and incorporated into Contractor services to be performed.

## **FEE SCHEDULE**

- 5.1 For and in consideration of the services to be rendered by Contractor in this Agreement, the City shall pay the Contractor upon completion not to exceed \$43,230.00, without any further mutually agreed to and written amendments. Said payment shall be made within two (2) weeks from the date of the invoice to be provided by Contractor.
- 5.2 The City and Contractor acknowledge and agree that the total estimated fee amount as set forth in the Contract Documents shall not be exceeded and shall be the total remuneration to which Contractor may be entitled, inclusive of expenses, for the services described in Exhibit's "A".
- 5.3 For any additional services as may be agreed upon under the provision of Section III, Period of Service, of this Agreement, the City shall pay the Contractor any additional fee to be agreed upon in writing, predicated upon the proposed units of work for such additional services as may be authorized and approved by the City Manager and/or the City Council.

## **SECTION VI-RESERVED.**

## **VII. REVISION TO SERVICES, AND REPORTS**

- 7.1 Contractor shall make such revisions as may be required to meet the requirements of the City Manager.
- 7.2 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both the City and Contractor, dated subsequent to the date hereof, and subject to City Council approval.
- 7.3 It is understood and agreed by the parties that changes in local, state, and federal rules, regulations, or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, as of the effective date of the regulation or law. Contractor expressly agrees to comply with all applicable federal, state, and local laws.

## **VIII. OWNERSHIP OF DOCUMENTS AND ACCESS TO LAB AND TEST RESULTS**

- 8.1 Upon completion of the Project, all documents including any original estimates, reports, field notes and other data, will become the property of the City. It is understood that the City shall have free and immediate access to all such information with the right to make and retain copies of documents and data, whether or not the Project has been completed.
- 8.2 All reports, information and other data given to, prepared, or assembled by Contractor under this Agreement, and any other related documents or items shall become the sole property of the City and shall be delivered at no cost to the City upon request or termination of this Contract without restriction on future use related to the Project property. Contractor may make copies of any and all documents for its files, at its sole cost and expense.

## **IX. TERMINATION AND / OR SUSPENSION OF WORK**

### **9.1 Right of Contractor to Terminate**

- 9.1.1 Contractor may terminate this Agreement for substantial failure by the City to perform (through no fault of the Contractor) in accordance with the terms of this Agreement.
- 9.1.2 The Contractor must issue a signed, written notice of termination (citing this paragraph) to the City, which shall take effect thirty (30) days following the receipt of said notice.

### **9.2 Right of City to Terminate**

- 9.2.1 This Agreement may be terminated by the City for any reason, with or without cause, upon written notice of termination to the Contractor (citing this paragraph). Such termination shall take effect upon the date specified in such notice; provided, however, that such date shall not be earlier than ten (10) days following the receipt by Contractor of said City notice. However, Contractor shall not perform, nor is entitled to compensation for, any unnecessary or unapproved work performed during time between the issuance of notice and the termination date.

### **9.3 Procedures Contractor to Follow Upon Receipt of Notice of Termination Issued by City.**

- 9.3.1 Upon receipt of a notice of termination and prior to the effective date of the termination, Contractor shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

- 9.3.2 Upon the above conditions being met, and the City's review of the submissions and finding the claimed compensation to be in comportment with this Agreement, the City shall pay Contractor that portion of the agreed prescribed fee as set forth in Exhibit "B," as may be applicable, for yet uncompensated services actually performed to the benefit of the City under this Agreement, adjusted for any previous payment of the fees in question.
- 9.3.3 Failure by Contractor, within the time allotted, to comply with the submittal of the statement and documents as required above, for appropriate City review, shall waive the Contractor's rights to assert claims to collect monies under this Agreement. Time is of the essence in this regard.
- 9.4 Right of City to Suspend Giving Rise to Right of Contractor to Terminate
- 9.4.1 This Agreement may be suspended by the City for any reason, with or without cause upon the issuance of written notice of suspension (citing this paragraph). Such suspension shall take effect upon the date specified in such notice. The City suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension, but such City suspension shall not exceed thirty (30) calendar days.
- 9.4.2 Contractor is hereby given the conditional right to terminate this Agreement in the event that the City suspends this Agreement for more than thirty (30) calendar days. Contractor may exercise this conditional right to terminate by issuing a written notice of termination (citing this paragraph) to the City at any time after the effective date of suspension. This termination shall only be effective after thirty (30) calendar days from receipt of said Suspension notice by the City.
- 9.5 Notice of Suspension Procedures
- 9.5.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Contractor shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.
- 9.5.2 Contractor shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

- 9.5.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the City but shall be retained by Contractor until such time as Contractor may exercise the right to terminate.
- 9.5.4 During the period of Suspension, Contractor shall have the option to at any time submit the above referenced statement to the City for payment of any unpaid portion of the prescribed fee for services that have actually been performed to the benefit of the City under this Agreement with adjustments for any previous payments of the fee in question.
- 9.5.5 In the event Contractor exercises its conditional right to terminate this Agreement at any time after the effective suspension date, Contractor shall submit, within thirty (30) days after receipt by City of Contractor's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of Suspension. Additionally, the above referenced copies of documents shall be delivered to the City as a precondition to final payment.
- 9.5.6 Upon the above conditions being met, the City's review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, the City shall pay Contractor that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the City, adjusted for any previous payments of the fee in question.
- 9.5.7 Failure by Contractor to comply with the submittal of the statement and documents, in a timely manner, as required above shall waive Contractor's right to assert any claim to collect monies under this Agreement. Time is of the essence in this regard.

**X. EQUAL EMPLOYMENT OPPORTUNITY/WORKERS  
COMPENSATION**

- 10.1 Contractor agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to their race, religion, national origin, gender, age, physically challenged condition, or political belief or affiliation.

## **XI. ASSIGNMENT OR TRANSFER OF INTEREST AND PERFORMANCE OBLIGATIONS**

- 11.1 The Contractor shall not assign or transfer Contractor's interest in this Agreement, nor shall Contractor transfer its performance obligations under this Agreement, without the written consent of the City, as evidenced by the passage of a resolution by the City Council. Any unauthorized Contractor assignment shall be void.

## **XII. INSURANCE REQUIREMENTS**

- 12.1 Prior to the commencement of any work under this Contract, Representative shall furnish an original completed Certificate(s) of Insurance (Exhibit "B") to the City Manager, which certificate(s) shall be clearly labeled with the name of the Project, and shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverages, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate(s) shall have been delivered to the City Manager. No officer or employee of City, other than the City Manager, shall have authority to waive this requirement.
- 12.2 The City reserves the right to review the insurance requirements of this Section during the effective period of the Agreement and any extension or renewal hereof and to modify at Contractor's partially reimbursable cost, insurance coverages and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or circumstances surrounding the Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.
- 12.3 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for the deletion, revision, or modification, of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the reimbursable cost thereof.
- 12.4 The Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain

in full force and effect for the duration of the Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies authorized and admitted to do business in the State of Texas and rated A or better by AM Best Company and/or otherwise acceptable to the City, in not less than the following types and amounts:

Type	Amount
A. <i>Workers Compensation</i>	Statutory Amount
<i>B. Commercial General (public) Liability Insurance to include coverages for the following:</i>	
1. Premises Operations	Bodily Injury and Property Damage of \$100,000 per occurrence and at least \$200,000 aggregate
2. Independent Consultants	
3. Products/completed Operations	
4. Personal Injury	
5. ECU Coverage	
6. Contractual Liability	
7. Fire Legal Liability	
<i>C. Comprehensive Auto Liability</i>	
Type	Amount
1. Owned/Leased Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$100,000 per occurrence.
2. Non-Owned Vehicles	
3. Hired Vehicles	

12.5 Contractor agrees that with respect to the above-required insurance, all insurance, contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, agents, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured, performed under this Agreement with the City, with the exception of the professional liability and workers' compensations policies;
- The Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the Agreement with the City;
- Workers' Compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

12.6 Contractor shall notify the City in the event of any notice of cancellation, non-renewal, or material change in coverage and shall give such notices not less than 30 days prior to the change, or thirty (30) days advance notice for any cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall

be given to the City at the following address:

City of Wharton  
 City Manager's Office  
 120 E. Caney Street  
 Wharton, Texas 77488

- 12.7 If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure such endorsements. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder, until Contractor demonstrates compliance with the requirements hereof.
- 12.8 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

### **XIII. INDEMNIFICATION**

- 13.1 **CONTRACTOR** (which title is intended to include any and all professional entities and technical persons rendering services under this Agreement), whose work product is the subject of this Agreement for abatement services or other related technical services, agrees to **INDEMNIFY AND HOLD THE CITY, ITS OFFICERS AND EMPLOYEES, HARMLESS** against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY CONTRACTOR'S NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, OR SUBCONTRACTOR OF CONTRACTOR AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES** while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability

resulting from the sole negligence of the City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE FOR NEGLIGENCE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 13.2 CONTRACTOR shall promptly advise the CITY, in writing, of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this Agreement.
- 13.3 The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

#### **XIV. INDEPENDENT CONTRACTOR**

- 14.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that the City shall in no way be responsible therefore, and that neither party hereto has the authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as to creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar relationship between the parties hereto.

#### **XV. INTEREST IN CITY CONTRACTS PROHIBITED**

- 15.1 No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of land, materials, supplies, or service, except on behalf of the City as an officer or employee. Any willful violation of this policy shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this policy, with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Agreement voidable by the City Manager or the City Council. This prohibition extends to City Boards and Commissions other than those that are purely advisory.

**XVI. NO PERSONAL LIABILITY**

16.1 No elected official, director, officer, agent, or employee of the City, when acting within the course and scope of his or her respective official capacities, shall be charged personally or held contractually liable by or to Contractor under any term or provision of this Agreement, or because of any breach thereof, or because of its or his/her execution, approval, or attempted execution of the Agreement.

**XVII. GOVERNING LAW**

17.1 This Agreement, performance, and enforcement thereunder shall be construed in accordance with the laws of the State of Texas, to the exclusion of any other forums. Venue shall lie in Wharton County, Texas, wherein this Contract is performable.

**XVIII. ENTIRE AGREEMENT**

18.1 This Agreement, including the identified Exhibits (“A”and“B”) and attachment below, embody the final and entire agreement of the parties hereto, superseding all oral or written agreements, previous and/or contemporaneous. No other agreements, oral or otherwise, regarding the matters of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and executed by the parties hereto, and be approved by the City Council, if said matters alter the scope or material provisions of this Agreement.

**XIX. LEGAL AUTHORITY**

19.1 The signer of this Agreement for Contractor, represents, warrants, assures, and guarantees that he / she has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all the terms, conditions, provisions, and obligations herein contained.

**IN WITNESS WHEREOF**, the City of Wharton has lawfully caused these presents to be executed by the hand of the Mayor and the said Contractor acting by the hand of Tim Barker thereunto authorized Mayor does now sign, execute and deliver this document.

Effective and executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF WHARTON, TEXAS**

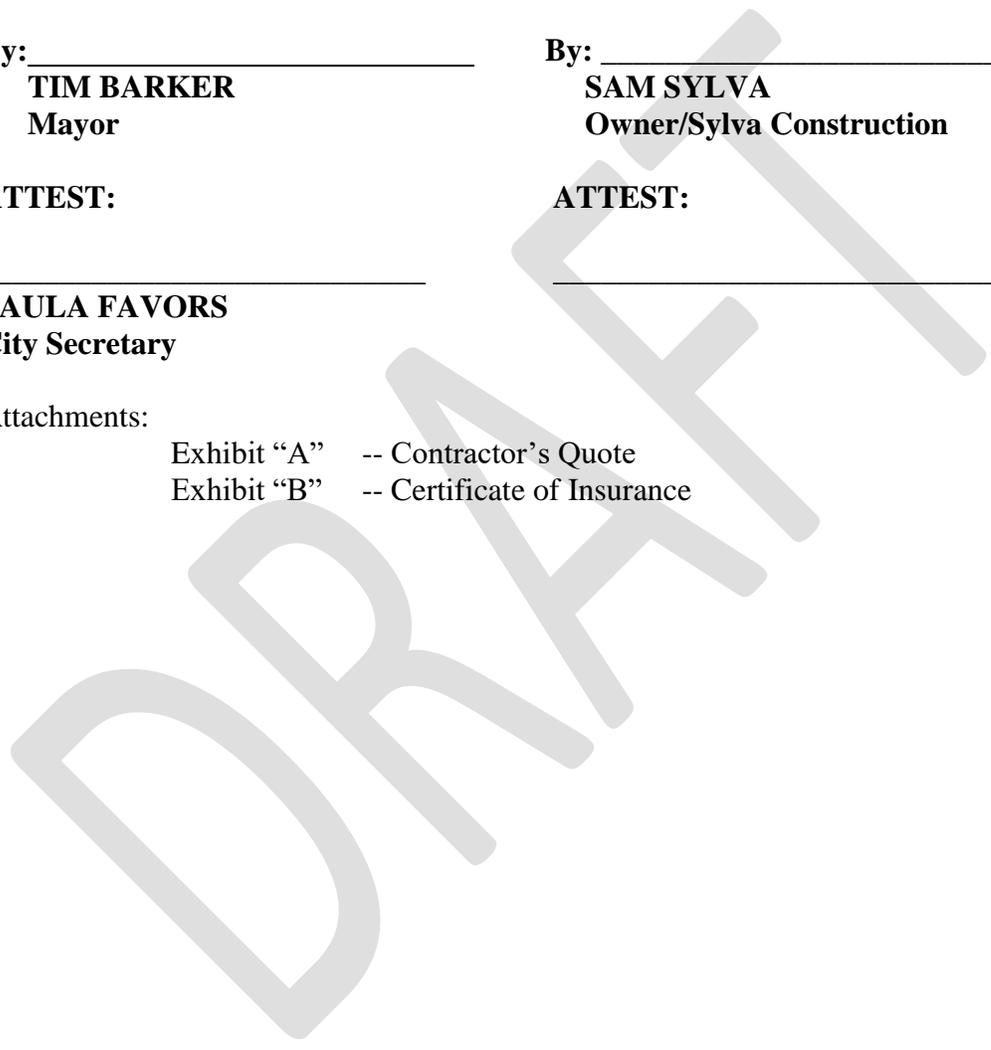
By: \_\_\_\_\_  
**TIM BARKER**  
Mayor

By: \_\_\_\_\_  
**SAM SYLVA**  
Owner/Sylva Construction

**ATTEST:**  
  
\_\_\_\_\_  
**PAULA FAVORS**  
City Secretary

**ATTEST:**  
  
\_\_\_\_\_

- Attachments:
- Exhibit "A" -- Contractor's Quote
  - Exhibit "B" -- Certificate of Insurance



**ACKNOWLEDGMENTS**

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2022, by  
Tim Barker, Mayor on behalf of the City of Wharton, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2022, by  
\_\_\_\_\_ on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

# Exhibit “A”

DRAFT

# Exhibit "B"

DRAFT

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDED A CONTRACT FOR THE WHARTON REGIONAL AIRPORT PAVING PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** The Wharton City Council wishes to enter into a contract for the Wharton Regional Airport Paving Project with Sylva Construction, LLC; and,

**WHEREAS,** The City of Wharton and Sylva Construction, LLC, wishes to be bound by the conditions as set forth in the agreement; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute said contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS** as follows:

**Section I.** The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute an agreement with Sylva Construction, LLC, for the Wharton Regional Airport Paving Project.

**Section II.** The City of Wharton and Sylva Construction, LLC, are hereby bound by the conditions as set forth in the contract.

**Section III.** That this resolution shall become effective immediately upon its passage.

**Passed, Approved, and Adopted** this 25th day of July 2022.

**CITY OF WHARTON, TEXAS**

**By:** \_\_\_\_\_  
**TIM BARKER**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**PAULA FAVORS**  
City Secretary