



**CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING**

**Monday, March 25, 2024  
7:00 PM**


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

**NOTICE OF  
CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING**

Notice is hereby given that a City Council Regular Meeting will be held on Monday, March 25, 2024, at 7:00 p.m. 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 March 2024.


By:   
Tim Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Regular 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 March 21, 2024, 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. **BRILLE IS NOT AVAILABLE.**

Dated this 21st day of March 2024.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**City Council Regular Meeting**  
**Monday, March 25, 2024**  
**City Hall - 7:00 PM**

**Call to Order –Opening Devotion –Pledge of Allegiance.**

**Roll Call and Excused Absences.**

**Public Comments.**

**Wharton Moment.**

**Proclamation**

1. Proclamation: Child Abuse Prevention and Sexual Assault Awareness Month.

**Review and Consider:**

1. City of Wharton Financial Report for February 2024.
2. Request from Mr. Joel Charles and Ms. Barbara Galbreath for the City of Wharton to clean up a City alley.
3. Resolution: Resolution by the City of Wharton, Texas (“City”) suspending the effective date for ninety days in connection with the rate increase filing made on or about March 6, 2024, by Centerpoint Energy Houston Electric LLC; authorizing the City’s continued participation in a coalition of cities known as the “Texas Coast Utilities Coalition of Cities;” authorizing participation in proceedings at the Public Utility Commission of Texas; authorizing the hiring of attorneys and consultants; requiring reimbursement of reasonable legal and consultant expenses; requiring proof of notice; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date.
4. Resolution: A resolution of the Wharton City Council entering into a Reimbursement Agreement with Wharton 55, LLC, for Public Improvement District No. 2 and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
5. Resolution: A resolution of the Wharton City Council ratifying and adopting the 2024 Wharton County Basic Emergency Plan and authorizing the Mayor to execute all documents related to said plan.
6. Resolution: A resolution of the Wharton City Council authorizing the purchase of one (1) PowerPro2, stair chair, LifePak15, and PowerPro-ProCare from Stryker Medical for the Emergency Medical Services Department and authorizing the City Manager of the City of Wharton to execute all documents related to the said purchase.

7. Resolution: A resolution of the Wharton City Council authorizing the purchase of one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control from Boundtree Medical for the Emergency Medical Services Department and authorizing the City Manager of the City of Wharton to execute all documents related to the said purchase.
8. Resolution: A resolution of the Wharton City Council approving the repairs at the City of Wharton Swimming Pool and authorizing the Mayor of the City of Wharton to execute all documents related to said repairs.
9. Resolution: A resolution of the Wharton City Council authorizing and ratifying the emergency repairs of a 16-inch gate valve on Highway 59 in the City of Wharton Right-of-Way through Ram Rod Utilities, LLC, and authorizing the City Manager of the City of Wharton to execute all documents related to said repairs.
10. Resolution: A resolution of the Wharton City Council approving a Professional Engineering Services Agreement with Quiddity Engineering, LLC, to develop and submit the Environmental Protection Agency's (EPA) Lead and Copper Rule Revision (LCRR) to the Texas Commission on Environmental Quality and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
11. Resolution: A resolution of the Wharton City Council approving a Professional Engineering Services Agreement with Quiddity Engineering, LLC, to submit the City of Wharton Wastewater Treatment Plant No. 1 Application for Renewal of Permit WQ0010381001 to the Texas Commission on Environmental Quality and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
12. Update of City of Wharton Grant Programs.
13. City Manager Reimbursement.
14. Update on the City of Wharton's ongoing projects.
15. Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees:

  - A. Resignations.
  - B. Appointments.
  - C. Vacancies.
16. Department Head Reports:


  - A. City Secretary/Personnel.
  - B. Code Enforcement.
  - C. Community Services Department/Civic Center.
  - D. Emergency Management.
  - E. E. M. S. Department.
  - F. Fire Department.
  - G. Legal Department.
  - H. Municipal Court.
  - I. Police Department.

- J. Public Works Department.
- K. Water/Sewer Department.
- L. Weedy Lots/Sign Ordinance.
- M. Wharton Regional Airport.

**Adjournment.**

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

# CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Proclamation: Child Abuse Prevention and Sexual Assault Awareness Month.
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			



**CITY OF WHARTON  
OFFICE OF THE MAYOR  
PROCLAMATION**

**WHEREAS,** Violence and abuse remain a significant public health issue, but communities may thrive by establishing partnerships between survivors, social service organizations, law enforcement, government and civic agencies, and victim advocates; and,

**WHEREAS,** 1 in 3 women and 1 in 6 men will experience unwanted sexual experiences in their lifetime, and 1 in 6 boys and 1 in 4 girls will experience child abuse before the age of 18; and,

**WHEREAS,** Abuse can have long-term damaging effects on the survivor that leave a mark on family, friends, and the community at large; and,

**WHEREAS,** Each year, the month of April is dedicated to recognizing survivors of sexual assault and child abuse while also providing prevention, awareness, education, and accessible resources; and,

**WHEREAS,** Research shows incidents of domestic violence are reduced by creating communities where people are connected, supportive, and care for one another. The City of Wharton encourages members of the community to work together to increase domestic violence awareness; and,

**WHEREAS,** We dedicate ourselves to protecting vulnerable members of our community and encourage all citizens to learn more about the ongoing efforts in prevention and awareness. The Crisis Center and Department of Family & Protective Services asks the community to join in promoting public awareness and prevention throughout the month of April, including:

- ‘Start by Believing Day’ on April 3rd to support those who have been the victims of sexual violence.
- Light up the Square in El Campo, on April 11th, to recognize survivors in our communities.
- ‘Go Blue Day’, April 14th- wear blue to support awareness of child abuse.
- ‘Denim Day’, April 24th- Wear denim in support of survivors of sexual violence

Together, we can create a better future for children, families, and all citizens of Wharton.

**NOW, THEREFORE, I, TIM BARKER,** by the authority vested in me as Mayor of the City of Wharton, Texas, do hereby proclaim the month of April 2024 as

***“Sexual Assault and Child Abuse Awareness Month”***


in the City of Wharton and let it signify our commitment to supporting survivors of sexual assault and child abuse while encouraging strong criminal justice and civil system responses to end the epidemic of violence and abuse in our communities.

**IN WITNESS THEREOF,** I have set my hand and caused the seal of the City of Wharton to be affixed this 25th day of March, in the year of our Lord two thousand twenty-four A.D.

\_\_\_\_\_  
Tim Barker  
Mayor, City of Wharton

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	City of Wharton Financial Report for February 2024.
<p>Attached you will find a copy of the City of Wharton Financial Report for the month of February 2024.</p> <p>Finance Director Joan Andel will present the report.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			



CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

Item-1.

10 -General  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUE SUMMARY</b>						
	Ad Valorum Taxes	702,336.00	197,074.31	577,831.60	82.27	124,504.40
	Sales Tax	1,976,792.00	192,107.13	885,490.27	44.79	1,091,301.73
	Other Taxes	1,226,861.00	151,988.92	395,746.91	32.26	831,114.09
	License and Permits	478,162.00	24,478.58	116,895.91	24.45	361,266.09
	Fines and Forfeitures	180,050.00	32,675.90	99,847.77	55.46	80,202.23
	Industrial District Pmt.	1,520,653.00	0.00	1,520,350.58	99.98	302.42
	Charges for Services	14,250.00	100.00	1,174.68	8.24	13,075.32
	Interest and Miscellaneous	96,500.00	13,662.54	114,160.63	118.30	( 17,660.63)
	Intergovernmental	345,488.00	2,345.94	30,760.02	8.90	314,727.98
	Transfers In	1,851,045.00	98,412.00	481,762.33	26.03	1,369,282.67
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**	TOTAL REVENUES **	8,392,137.00	712,845.32	4,224,020.70	50.33	4,168,116.30
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<b>EXPENDITURE SUMMARY</b>						
	Mayor & Council	30,325.00	1,587.27	6,106.30	20.14	24,218.70
	City Manager	283,369.00	25,186.77	120,368.06	42.48	163,000.94
	City Secretary	275,287.00	19,833.90	109,934.63	39.93	165,352.37
	Legal and Professional Se	74,000.00	6,028.65	31,955.98	43.18	42,044.02
	Finance	395,990.00	35,629.82	185,674.21	46.89	210,315.79
	Municipal Courts	188,677.00	16,664.22	76,103.87	40.34	112,573.13
	Central Services	106,350.00	9,110.55	70,185.75	66.00	36,164.25
	Police	2,783,350.00	209,938.32	1,143,126.39	41.07	1,640,223.61
	Fire	423,204.00	32,068.64	195,875.55	46.28	227,328.45
	Code Enforcement	424,335.00	18,276.34	135,767.93	32.00	288,567.07
	Emergency Management	142,110.00	9,061.26	58,009.37	40.82	84,100.63
	Animal Control	82,341.00	7,268.92	35,633.11	43.28	46,707.89
	Communications	641,368.00	52,662.27	279,576.55	43.59	361,791.45
	Streets & Drainage	1,291,452.00	101,970.30	410,355.17	31.77	881,096.83
	Garage	198,528.00	15,054.74	70,016.71	35.27	128,511.29
	Facilities Maintenance	280,080.00	17,200.61	114,624.30	40.93	165,455.70
	Grant Admin/Housing	0.00	0.00	0.00	0.00	0.00
	Recreation	38,150.00	3,911.94	17,752.06	46.53	20,397.94
	Pool	70,080.00	222.22	618.29	0.88	69,461.71
	Grants	233,238.00	123.88	29,167.01	12.51	204,070.99
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	400,500.00	0.00	138,891.13	34.68	261,608.87
	Transfers-Out	29,403.00	0.00	0.00	0.00	29,403.00
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**	TOTAL EXPENDITURES **	8,392,137.00	581,800.62	3,229,742.37	38.49	5,162,394.63

CITY OF WHARTON  
FINANCIAL STATEMENT  
AS OF: FEBRUARY 29TH, 2024

Item-1.

10 -General  
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
		0.00	131,044.70	994,278.33	0.00	( 994,278.33)

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

Item-1.

11 - PEG FUND  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Other Taxes	2,500.00	0.00	379.37	15.17	2,120.63
	Interest and Miscellaneou	0.00	2.93	15.76	0.00	( 15.76)
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	** TOTAL REVENUES **	2,500.00	2.93	395.13	15.81	2,104.87
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	2,500.00	936.00	936.00	37.44	1,564.00
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	** TOTAL EXPENDITURES **	2,500.00	936.00	936.00	37.44	1,564.00
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	( 933.07)	( 540.87)	0.00	540.87
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

Item-1.

12 -Hotel/Motel  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Other Taxes	300,000.00	1,740.71	132,199.09	44.07	167,800.91
	Interest and Miscellaneou	100.00	5.34	23.45	23.45	76.55
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	300,100.00	1,746.05	132,222.54	44.06	167,877.46
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	58,148.00	196.88	58,256.12	100.19	( 108.12)
	Transfers-Out	241,952.00	10,000.00	75,000.00	31.00	166,952.00
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**	TOTAL EXPENDITURES **	300,100.00	10,196.88	133,256.12	44.40	166,843.88
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	( 8,450.83)	( 1,033.58)	0.00	1,033.58
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

14 -Seizure  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Interest and Miscellaneou	700.00	19.98	5,403.84	771.98	( 4,703.84)
	Intergovernmental	4,000.00	0.00	( 975.00)	24.38-	4,975.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
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	<b>** TOTAL REVENUES **</b>	<b>4,700.00</b>	<b>19.98</b>	<b>4,428.84</b>	<b>94.23</b>	<b>271.16</b>
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	4,700.00	0.00	0.00	0.00	4,700.00
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
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	<b>** TOTAL EXPENDITURES **</b>	<b>4,700.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,700.00</b>
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	<b>EXCESS REVENUES/EXPENDITURES</b>	<b>0.00</b>	<b>19.98</b>	<b>4,428.84</b>	<b>0.00</b>	<b>( 4,428.84)</b>
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CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

Item-1.

20 -Debt Service Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Ad Valorum Taxes	2,369,732.00	746,427.62	2,190,676.55	92.44	179,055.45
	Interest and Miscellaneou	164,855.00	5,032.14	5,298.63	3.21	159,556.37
	Intergovernmental	150,000.00	0.00	0.00	0.00	150,000.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
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**	TOTAL REVENUES **	2,684,587.00	751,459.76	2,195,975.18	81.80	488,611.82
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Lease Payments	2,684,587.00	0.00	388,215.99	14.46	2,296,371.01
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
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**	TOTAL EXPENDITURES **	2,684,587.00	0.00	388,215.99	14.46	2,296,371.01
	=====	=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	751,459.76	1,807,759.19	0.00	( 1,807,759.19)
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CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

Item-1.

30 -Capital Improvement Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Interest and Miscellaneous	0.00	77.49	395.06	0.00	( 395.06)
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	100,000.00	100,000.00	100,000.00	100.00	0.00
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	<b>** TOTAL REVENUES **</b>	<b>100,000.00</b>	<b>100,077.49</b>	<b>100,395.06</b>	<b>100.40</b>	<b>( 395.06)</b>
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Capital Outlay	100,000.00	0.00	0.00	0.00	100,000.00
		-----	-----	-----	-----	-----
	<b>** TOTAL EXPENDITURES **</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>
		=====	=====	=====	=====	=====
	<b>EXCESS REVENUES/EXPENDITURES</b>	<b>0.00</b>	<b>100,077.49</b>	<b>100,395.06</b>	<b>0.00</b>	<b>( 100,395.06)</b>
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CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

41 -Water & Sewer Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	6,233,724.00	434,197.58	2,296,301.29	36.84	3,937,422.71
	Interest and Miscellaneou	11,000.00	13,970.98	63,029.21	572.99	( 52,029.21)
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
	<b>** TOTAL REVENUES **</b>	<b>6,244,724.00</b>	<b>448,168.56</b>	<b>2,359,330.50</b>	<b>37.78</b>	<b>3,885,393.50</b>
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Planning and Comm Develop	219,779.00	18,616.50	81,064.34	36.88	138,714.66
	Water/Sewer Admin.	244,710.00	22,008.62	108,640.53	44.40	136,069.47
	Water Operations	1,668,015.00	130,731.54	651,721.31	39.07	1,016,293.69
	Sewer Operations	1,102,068.00	96,432.49	273,848.17	24.85	828,219.83
	Solid Waste Operations	0.00	0.00	0.00	0.00	0.00
	Lease Payments	1,051,081.00	0.00	117,855.99	11.21	933,225.01
	Capital Outlay	709,020.00	0.00	0.00	0.00	709,020.00
	Transfers-Out	1,250,051.00	100,000.00	483,350.33	38.67	766,700.67
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	<b>** TOTAL EXPENDITURES **</b>	<b>6,244,724.00</b>	<b>367,789.15</b>	<b>1,716,480.67</b>	<b>27.49</b>	<b>4,528,243.33</b>
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	<b>EXCESS REVENUES/EXPENDITURES</b>	<b>0.00</b>	<b>80,379.41</b>	<b>642,849.83</b>	<b>0.00</b>	<b>( 642,849.83)</b>
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CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

Item-1.

42 -Solid Waste Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	1,792,395.00	148,353.87	743,481.57	41.48	1,048,913.43
	Interest and Miscellaneou	800.00	105.42	475.16	59.40	324.84
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	** TOTAL REVENUES **	1,793,195.00	148,459.29	743,956.73	41.49	1,049,238.27
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<u>EXPENDITURE SUMMARY</u>						
	Solid Waste Operations	1,793,195.00	143,758.98	675,946.71	37.70	1,117,248.29
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
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	** TOTAL EXPENDITURES **	1,793,195.00	143,758.98	675,946.71	37.70	1,117,248.29
	=====	=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	4,700.31	68,010.02	0.00	( 68,010.02)
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CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

43 -EMS Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	856,100.00	85,991.57	420,398.47	49.11	435,701.53
	Interest and Miscellaneou	20,000.00	9,710.10	38,851.69	194.26	( 18,851.69)
	Intergovernmental	1,956,244.00	1,557,814.00	2,031,244.00	103.83	( 75,000.00)
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
	<b>** TOTAL REVENUES **</b>	<b>2,832,344.00</b>	<b>1,653,515.67</b>	<b>2,490,494.16</b>	<b>87.93</b>	<b>341,849.84</b>
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	EMS Operations	2,733,932.00	226,097.75	1,029,294.67	37.65	1,704,637.33
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Transfers-Out	98,412.00	98,412.00	98,412.00	100.00	0.00
		-----	-----	-----	-----	-----
	<b>** TOTAL EXPENDITURES **</b>	<b>2,832,344.00</b>	<b>324,509.75</b>	<b>1,127,706.67</b>	<b>39.82</b>	<b>1,704,637.33</b>
		=====	=====	=====	=====	=====
	<b>EXCESS REVENUES/EXPENDITURES</b>	<b>0.00</b>	<b>1,329,005.92</b>	<b>1,362,787.49</b>	<b>0.00</b>	<b>( 1,362,787.49)</b>
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

44 -Civic Center Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	72,851.00	6,259.00	34,652.75	47.57	38,198.25
	Interest and Miscellaneou	575.00	7.13	25.06	4.36	549.94
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	258,355.00	10,000.00	75,000.00	29.03	183,355.00
		-----	-----	-----	-----	-----
	<b>** TOTAL REVENUES **</b>	<b>331,781.00</b>	<b>16,266.13</b>	<b>109,677.81</b>	<b>33.06</b>	<b>222,103.19</b>
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Civic Center Operations	317,891.00	20,732.33	109,017.24	34.29	208,873.76
	Lease Payments	13,890.00	0.00	6,043.80	43.51	7,846.20
		-----	-----	-----	-----	-----
	<b>** TOTAL EXPENDITURES **</b>	<b>331,781.00</b>	<b>20,732.33</b>	<b>115,061.04</b>	<b>34.68</b>	<b>216,719.96</b>
		=====	=====	=====	=====	=====
	<b>EXCESS REVENUES/EXPENDITURES</b>	<b>0.00</b>	<b>( 4,466.20)</b>	<b>( 5,383.23)</b>	<b>0.00</b>	<b>5,383.23</b>
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: FEBRUARY 29TH, 2024

45 -Airport Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T+D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	323,500.00	29,010.08	124,443.73	38.47	199,056.27
	Interest and Miscellaneou	1,469.00	195.52	1,037.55	70.63	431.45
	Intergovernmental	50,000.00	0.00	0.00	0.00	50,000.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
	<b>** TOTAL REVENUES **</b>	<b>374,969.00</b>	<b>29,205.60</b>	<b>125,481.28</b>	<b>33.46</b>	<b>249,487.72</b>
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Airport Operations	349,177.00	9,361.09	69,610.10	19.94	279,566.90
	Lease Payments	25,792.00	0.00	11,743.05	45.53	14,048.95
	-----	-----	-----	-----	-----	-----
	<b>** TOTAL EXPENDITURES **</b>	<b>374,969.00</b>	<b>9,361.09</b>	<b>81,353.15</b>	<b>21.70</b>	<b>293,615.85</b>
	=====	=====	=====	=====	=====	=====
	<b>EXCESS REVENUES/EXPENDITURES</b>	<b>0.00</b>	<b>19,844.51</b>	<b>44,128.13</b>	<b>0.00</b>	<b>( 44,128.13)</b>
	=====	=====	=====	=====	=====	=====

COMPANY: 61 - Consolidated Cash  
ACCOUNT: 1000 Cash in Bank  
TYPE: Check  
STATUS: All  
FOLIO: All

CHECK DATE: 2/01/2024 THRU 2/2  
CLEAR DATE: 0/00/0000 THRU 99/9  
STATEMENT: 0/00/0000 THRU 99/9  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/12/2024	CHECK	017096	ARREGUIN, ROBERTO	76.06CR	OUTSTND	G	0/00/0000
*** 1000	2/05/2024	CHECK	117079	Sun Life Financial	3,667.06CR	OUTSTND	A	0/00/0000
1000	2/05/2024	CHECK	117080	AFLAC	2,013.90CR	OUTSTND	A	0/00/0000
1000	2/05/2024	CHECK	117081	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/05/2024	CHECK	117082	Legal Shield	509.25CR	OUTSTND	A	0/00/0000
1000	2/05/2024	CHECK	117083	TML GROUP BENEFITS RISK P	104,134.95CR	OUTSTND	A	0/00/0000
1000	2/05/2024	CHECK	117084	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/05/2024	CHECK	117085	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/05/2024	CHECK	117086	J & B MOBILE HOME MOVERS	1,050.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117087	PROSPERITY BANK	623.87CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117088	PROSPERITY BANK	1,523.24CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117089	PROSPERITY BANK	3,069.93CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117090	PROSPERITY BANK	1,656.19CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117091	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117092	PROSPERITY BANK	1,590.56CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117093	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117094	PROSPERITY BANK	1,045.00CR	OUTSTND	A	0/00/0000
1000	2/12/2024	CHECK	117095	WHARTON ECOMONIC DEV. CORP	8.04CR	OUTSTND	G	0/00/0000
*** 1000	2/12/2024	CHECK	117097	CROUCH, KRISTINA	100.00CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117098	GREEN, BENJAMIN	59.45CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117099	KRUSHALL, ARIANNA	71.92CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117100	BUNKER, CASEY	41.95CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117101	AVENDANO, KRISTIE	48.72CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117102	HEDT, ASHLYNN	54.06CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117103	GUZMAN, GLORIA	45.97CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117104	CRUMP, KYMESHA	53.25CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117105	HERITAGE RESIDENTIAL SOLUTIONS	72.75CR	OUTSTND	G	0/00/0000
1000	2/12/2024	CHECK	117106	IMPERIO, KEVIN	31.81CR	OUTSTND	G	0/00/0000
1000	2/09/2024	CHECK	117107	ACTIVE911, INC.	472.50CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117108	AIR CONDITIONING INNOVATIVE	426.95CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117109	ALLIED BREATHING AIR	4,437.84CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117110	AMAZON CAPITAL SERVICES	1,038.50CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117111	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117112	AMERICAN PLANNING ASSOCIATION	421.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117113	AQUA-TECH LABORATORIES, I	6,724.75CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117114	AT & T	90.74CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117115	AT&T	180.17CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117116	BRAZORIA COUNTY WATER LAB	255.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117117	CENTERPOINT ENERGY	1,115.77CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117118	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117119	CHAMBER OF COMMERCE	500.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117120	CINTAS CORPORATION	,301.69CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117121	CINTAS CORPORATION	245.24CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117122	CLIA LABORATORY PROGRAM	180.00CR	OUTSTND	A	0/00/0000

COMPANY: 61 - Consolidated Cash  
ACCOUNT: 1000 Cash in Bank  
TYPE: Check  
STATUS: All  
FOLIO: All

CHECK DATE: 2/01/2024 THRU 2/2  
CLEAR DATE: 0/00/0000 THRU 99/9  
STATEMENT: 0/00/0000 THRU 99/9  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/09/2024	CHECK	117123	CRAMER MARKETING	879.68CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117124	JARED CULLAR	174.07CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117125	DELL MARKETING L.P.	3,872.76CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117126	JESSICA DITTRICH:	49.73CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117127	DON DAVIS MOTOR CO, INC	1,613.90CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117128	EMERGENCY MEDICAL SUPPORT	719.92CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117129	FORECLOSURE CLEANING & MAINTEN	811.88CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117130	CHRISTY GONZALES	67.08CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117131	JEFFERY L GUBBELS	2,230.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117132	GULF COAST GFOA	40.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117133	HURT'S WASTEWATER MGMT, LTD	375.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117134	INTERNATIONAL INSTITUTE OF MUN	185.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117135	JESSE A. REED III, PH.D.	800.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117136	LEADSONLINE LLC	2,588.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117137	MAC HAIK DODGE CHRYSLER JEEP	100,250.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117138	MCCI, LLC	6,077.50CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117139	ODP BUSINESS SOLUTIONS, LLC	2,089.02CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117140	PEST ARREST LL (BUGABUG)	200.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117141	PITNEY BOWES BANK INC	200.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117142	JEREMY L MILLER	475.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117143	QUALITY HOT-MIX INC	2,776.44CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117144	QUIDDITY ENGINEERING, LLC	17,731.25CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117145	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117146	QUILL CORPORATION	4,672.63CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117147	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117148	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117149	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117150	RAM COUNTRY	177.36CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117151	RELIANT ENERGY	34,055.93CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117152	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117153	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117154	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117155	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117156	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117157	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117158	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117159	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117160	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117161	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117162	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117163	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117164	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117165	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117166	VOID CHECK	0.00	OUTSTND	A	0/00/0000

COMPANY: 61 - Consolidated Cash  
ACCOUNT: 1000 Cash in Bank  
TYPE: Check  
STATUS: All  
FOLIO: All

CHECK DATE: 2/01/2024 THRU 2/21/2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/09/2024	CHECK	117167	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117168	ROTARY CLUB OF WHARTON	88.62CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117169	SHACAYLA MYERS	200.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117170	SHERWIN WILLIAMS	274.69CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117171	STROUHAL TIRE	7.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117172	TEC-TRONIC SYSTEMS, INC	948.36CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117173	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117174	THOMSON HEALTHCARE VOIDED	290.15CR	VOIDED	A	2/09/2024
1000	2/09/2024	CHECK	117175	TRAFCO INDUSTRIES, INC.	3,195.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117176	TRAILER PLACE	724.65CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117177	VERIZON	95.70CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117178	VERIZON WIRELESS	627.54CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117179	VERONICA OLMEDO	200.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117180	WHARTON COUNTY ELECTRIC C	1,782.19CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117181	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117182	PAUL WEBB	6,028.65CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117183	WHARTON CHEVY GMC	505.65CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117184	WHARTON COUNTY TREASURER	8,352.50CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117185	WHARTON LAWN & GARDEN	104.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117186	WHARTON VETERINARY CLINIC, PLL	310.70CR	OUTSTND	A	0/00/0000
1000	2/14/2024	CHECK	117187	TEXASGULF CREDIT UNION	1,476.00CR	OUTSTND	A	0/00/0000
1000	2/14/2024	CHECK	117188	AMBRUS HIGHTOWER	900.00CR	OUTSTND	A	0/00/0000
1000	2/14/2024	CHECK	117189	THE POLICE AND SHERIFFS PRESS,	32.60CR	OUTSTND	A	0/00/0000
1000	2/14/2024	CHECK	117190	WHARTON CO CLERK	250.00CR	OUTSTND	A	0/00/0000
1000	2/14/2024	CHECK	117191	JLL-KCS & CPKC PERMIT TEAM	2,500.00CR	OUTSTND	A	0/00/0000
1000	2/16/2024	CHECK	117192	UNITED STATES POST OFFICE	291.99CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117193	ABA MORIAH	805.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117194	AGENCY 405 - CRIME RECORDS SER	9.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117195	ALAMO LUMBER COMPANY	1,001.71CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117196	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117197	AMAZON CAPITAL SERVICES	178.46CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117198	KESLIE ANDERSON	119.29CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117199	ARDURRA	6,888.68CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117200	AT & T	241.27CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117201	BARBEE SERVICES, INC.	2,236.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117202	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117203	BOUND TREE MEDICAL, LLC	3,824.02CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117204	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117205	BRAZORIA COUNTY WATER LAB	105.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117206	CAPITAL ONE (WALMART)	928.33CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117207	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117208	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117209	CENTERPOINT ENERGY	510.01CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117210	CHERYL'S EXXON	28.00CR	OUTSTND	A	0/00/0000

CHECK RECONCILIATION REGISTER

COMPANY: 61 - Consolidated Cash  
ACCOUNT: 1000 Cash in Bank  
TYPE: Check  
STATUS: All  
FOLIO: All

CHECK DATE: 2/01/2024 THRU 2/28/2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/26/2024	CHECK	117211	CORE & MAIN LP	5,042.76CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117212	CUSTOM CREATIONS	75.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117213	DSS DRIVING SAFETY SERVICES, L	65.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117214	E.B.AIR, LLC	284.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117215	EL CAMPO MEMORIAL HOSPITAL	774.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117216	EMERGENCY MEDICAL SUPPORT	625.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117217	SHANNON COURVILLE	42.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117218	FERGUSON ENTERPRISES, INC	8,216.21CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117219	FLORES TIRE SERVICE, INC.	7,796.02CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117220	FORECLOSURE CLEANING & MAINTEN	811.88CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117221	GALLS, LLC	105.94CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117222	GFL ENVIRONMENTAL (WCA)	248,629.41CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117223	GOLD STAR PETROLEUM, INC.	15,891.87CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117224	PHILIP HAMLIN	1,020.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117225	HARRIS COUNTY A/R RADIO	352.50CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117226	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117227	HAWKINS, INC	5,626.78CR	VOIDED	A	2/26/2024
1000	2/26/2024	CHECK	117228	HDR ENGINEERING, INC.	8,600.66CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117229	HEB CREDIT RECEIVABLES	78.90CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117230	HENRY SCHEIN, INC	1,223.55CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117231	HODGES WELDING SUPPLY	817.83CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117232	IMPACT PROMOTIONAL SERVICES, L	3,912.79CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117233	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117234	IMPACT TIRE AND SERVICE, LLC	2,540.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117235	JANUS REMOTE COMMUNICATIONS	276.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117236	KALINA NURSERY, LLC	400.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117237	KANSAS GOLF AND TURF	862.67CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117238	ROBERT J KOLACNY & ASSOC	1,800.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117239	LANSDOWNE-MOODY CO., INC.	89.54CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117240	LAW ENFORCEMENT SYSTEMS,	196.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117241	MARGIE DAVIS	100.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117242	MARTINA CRUZ	200.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117243	MELANIE CHUMCHAL	500.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117244	MINER, LTD DBA OVERHEAD DOOR C	650.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117245	NANCY ESQUIVEL	500.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117246	NORTHERN SAFETY CO., INC.	658.40CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117247	O'REILLY AUTOMOTIVE STORES, IN	2,116.99CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117248	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117249	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117250	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117251	ODESSA PUMPS & EQUIPMENT INC.	2,009.40CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117252	OMNISITE	262.19CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117253	ORKIN	537.98CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117254	PEST ARREST LL (BUGABUG)	75.00CR	OUTSTND	A	0/00/0000



COMPANY: 61 - Consolidated Cash  
ACCOUNT: 1000 Cash in Bank  
TYPE: Check  
STATUS: All  
FOLIO: All

CHECK DATE: 2/01/2024 THRU 2/29/2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/26/2024	CHECK	117255	PITNEY BOWES BANK INC	500.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117256	PITNEY BOWES GLOBAL FINANCIAL	756.72CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117257	THE POLICE AND SHERIFFS PRESS,	98.25CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117258	POLYDYNE INC	796.50CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117259	PVS DX, INC	1,919.40CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117260	QUALITY HOT-MIX INC	875.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117261	QUIDDITY ENGINEERING, LLC	51,110.78CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117262	QUILL CORPORATION	334.51CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117263	R & M FIREARMS	2,400.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117264	R&R PRINTING & GRAPHICS	185.90CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117265	RATH PLUMBING CO	107.40CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117266	RELIANT ENERGY	32,300.96CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117267	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117268	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117269	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117270	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117271	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117272	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117273	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117274	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117275	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117276	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117277	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117278	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117279	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117280	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117281	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117282	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117283	RICHMOND RD. TRUCK & AUTO PART	1,654.36CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117284	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117285	RICOH USA, INC.	2,594.43CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117286	ROBERT J KORENEK	1,500.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117287	ROBERSON A/C & REFRIGERAT	1,548.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117288	ROSSILYNN HAYES	200.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117289	ROTARY CLUB OF WHARTON	217.24CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117290	SCHMIDT IMPLEMENT INC.	52.98CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117291	SHUR-TITE PRODUCTS	2,533.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117292	SOUTH TEXAS CORRUGATED	3,630.75CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117293	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117294	SPARKLIGHT/ NEWWAVE	30.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117295	STAR PARTS INC	84.52CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117296	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117297	STROUHAL TIRE	1,328.47CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117298	VOID CHECK	0.00	OUTSTND	A	0/00/0000

COMPANY: 61 - Consolidated Cash  
 ACCOUNT: 1000 Cash in Bank  
 TYPE: Check  
 STATUS: All  
 FOLIO: All

CHECK DATE: 2/01/2024 THRU 2/29/2024  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/26/2024	CHECK	117299	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117300	STRYKER SALES LLC	34,160.10CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117301	SUMMIT CONTROL	885.96CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117302	SUPERIOR FENCE SERVICES	3,235.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117303	PATRICK KRPEC DBA	159.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117304	TEXAS COMMUNICATIONS OF BRYAN	397.15CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117305	THE FAITH CWC	200.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117306	THOMSON REUTERS - WEST	290.15CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117307	TITAN AVIATION FUELS	26,500.79CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117308	TRACTOR SUPPLY CREDIT PLAN	218.93CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117309	TYLER TECHNOLOGIES, INC.VOIDED	3,276.65CR	VOIDED	A	2/26/2024
1000	2/26/2024	CHECK	117310	HD SUPPLY, INC USA BLUE BOOK	494.63CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117311	VICBAT INC	264.42CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117312	NATHAN VOGT	456.39CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117313	WALLER COUNTY ASPHALT VOIDED	1,081.30CR	VOIDED	A	2/26/2024
1000	2/26/2024	CHECK	117314	WHARTON COUNTY CENTRAL APPRAIS	13,126.37CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117315	WHARTON COUNTY SHERIFF'S ASSOC	150.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117316	WHARTON COUNTY SHERIFF'S OFFIC	133.50CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117317	WHARTON EZ LUBE	14.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117318	WHARTON FEED & SUPPLY	69.95CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117319	WHARTON FORD	498.18CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117320	WHARTON JOURNAL SPECTATOR	1,174.90CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117321	LARRY SITKA	300.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117322	WHARTON TRACTOR	513.05CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117323	ZBRANEK GRAVEL, LLC	8,981.64CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117324	HAWKINS, INC	5,420.00CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117325	TYLER TECHNOLOGIES, INC.	3,210.75CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117326	PAULA FAVORS	395.04CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117327	AMBRUS HIGHTOWER	1,162.50CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117328	PRUDENTIA, INC.	4,968.79CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117329	MARK RISINGER	3,100.00CR	OUTSTND	A	0/00/0000
1000	2/28/2024	CHECK	117330	TEXASGULF CREDIT UNION	1,476.00CR	OUTSTND	A	0/00/0000
1000	2/29/2024	CHECK	117331	RONNIE BOLLUM	588.00CR	OUTSTND	A	0/00/0000
1000	2/29/2024	CHECK	117332	E-CONTRACTORS USA, LLC	25,039.95CR	OUTSTND	A	0/00/0000
1000	2/29/2024	CHECK	117333	MUSTANG RENTAL SERVICES	2,933.43CR	OUTSTND	A	0/00/0000
1000	2/29/2024	CHECK	117334	UNITED STATES POST OFFICE	1,234.68CR	OUTSTND	A	0/00/0000
1000	2/29/2024	CHECK	117335	WEISINGER, INC	40,377.88CR	OUTSTND	A	0/00/0000
1000	2/29/2024	CHECK	117336	WHARTON CO CLERK	37.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	985,162.51CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

COMPANY: 61 - Consolidated Cash  
ACCOUNT: 1000 Cash in Bank  
TYPE: Check  
STATUS: All  
FOLIO: All

CHECK DATE: 2/01/2024 THRU 2/28/2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 5,000.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/05/2024	CHECK	117083	TML GROUP BENEFITS RISK P	104,134.95CR	OUTSTND	A	0/00/0000
*** 1000	2/09/2024	CHECK	117113	AQUA-TECH LABORATORIES, I	6,724.75CR	OUTSTND	A	0/00/0000
*** 1000	2/09/2024	CHECK	117137	MAC HAIK DODGE CHRYSLER JEEP	100,250.00CR	OUTSTND	A	0/00/0000
1000	2/09/2024	CHECK	117138	MCCI, LLC	6,077.50CR	OUTSTND	A	0/00/0000
*** 1000	2/09/2024	CHECK	117144	QUIDDITY ENGINEERING, LLC	17,731.25CR	OUTSTND	A	0/00/0000
*** 1000	2/09/2024	CHECK	117151	RELIANT ENERGY	34,055.93CR	OUTSTND	A	0/00/0000
*** 1000	2/09/2024	CHECK	117182	PAUL WEBB	6,028.65CR	OUTSTND	A	0/00/0000
*** 1000	2/09/2024	CHECK	117184	WHARTON COUNTY TREASURER	8,352.50CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117199	ARDURRA (A)	6,888.68CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117211	CORE & MAIN LP	5,042.76CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117218	FERGUSON ENTERPRISES, INC	8,216.21CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117219	FLORES TIRE SERVICE, INC (B)	7,796.02CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117222	GFL ENVIRONMENTAL (WCA)	248,629.41CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117223	GOLD STAR PETROLEUM, INC.	15,891.87CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117227	HAWKINS, INC VOIDED	5,626.78CR	VOIDED	A	2/26/2024
1000	2/26/2024	CHECK	117228	HDR ENGINEERING, INC.	8,600.66CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117261	QUIDDITY ENGINEERING, LLC	51,110.78CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117266	RELIANT ENERGY	32,300.96CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117300	STRYKER SALES LLC	34,160.10CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117307	TITAN AVIATION FUELS	26,500.79CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117314	WHARTON COUNTY CENTRAL APPRAIS	13,126.37CR	OUTSTND	A	0/00/0000
*** 1000	2/26/2024	CHECK	117323	ZBRANEK GRAVEL, LLC	8,981.64CR	OUTSTND	A	0/00/0000
1000	2/26/2024	CHECK	117324	HAWKINS, INC	5,420.00CR	OUTSTND	A	0/00/0000
*** 1000	2/29/2024	CHECK	117332	E-CONTRACTORS USA, LLC	25,039.95CR	OUTSTND	A	0/00/0000
*** 1000	2/29/2024	CHECK	117335	WEISINGER, INC	40,377.88CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000					CHECK TOTAL:	827,066.39CR		
					DEPOSIT TOTAL:	0.00		
					INTEREST TOTAL:	0.00		
					MISCELLANEOUS TOTAL:	0.00		
					SERVICE CHARGE TOTAL:	0.00		
					EFT TOTAL:	0.00		
					BANK-DRAFT TOTAL:	0.00		
TOTALS FOR Consolidated Cash					CHECK TOTAL:	827,066.39CR		
					DEPOSIT TOTAL:	0.00		
					INTEREST TOTAL:	0.00		
					MISCELLANEOUS TOTAL:	0.00		
					SERVICE CHARGE TOTAL:	0.00		
					EFT TOTAL:	0.00		
					BANK-DRAFT TOTAL:	0.00		

Leaser's Inc. Subscr

Water Well #5  
Water Well #5

(A) Downtown Master Plan  
(B) Tires for Public Works Dump Truck.

Prosperity Bank Credit Card  
Closing date 02/29/24

Gwyn Teves	\$17.17
Joseph Pace	\$1,502.00
Paula Favors	\$1,991.27
Terry Lynch	\$1,530.00
Joan Andel	\$1,567.00
Roderick Semien	\$0.00
Christy Gonzales	\$60.18

All of the expenditures charged to the Prosperity Bank credit cards are within the credit card procedures established.

**CITY OF WHARTON  
PROSPERITY  
BANK BALANCES**

<b>Account</b>	<b>02/29/24</b>
General	\$565,552.57
PEG	\$14,461.01
Hotel/Motel	\$25,601.66
Municipal Technology	\$1,446.78
Seizure	\$16,133.90
Fire Special Revenue	\$396.90
Municipal Building	\$5,991.33
Debt	\$492,482.67
CDBG Contract	\$5,097.03
2017 Tax Notes	\$325,559.28
2011 Tax & Rev Bond	\$183,715.95
2013 Bond	\$8,193.55
Capital Improvement	\$477,478.74
QECB	\$815,948.47
2015 Bond	\$143,032.93
USDA Water Well	\$210,983.12
2019 Tax Anticipation Notes	\$65,790.56
2019 Bond	\$149,572.41
2020 Tax Notes Series	\$1,474,185.06
FM 1301 Project	\$220,464.82
Utility Relocation SIB	\$59,669.41
Water/Sewer	\$404,423.68
Solid Waste	\$104,780.14
EMS	\$369,312.96
Civic Center	\$19,447.18
Airport	\$61,296.19
Consolidated Cash	\$730,996.41
Payroll	\$4,593.23
Credit Card Clearing	\$5,686.39
Railroad Depot	\$149.61
Hurricane Harvey Infrastructure	\$7,747.10
	<b>\$6,970,191.04</b>


Monthly average yield for February 2024 was .250%

TEXPOOL INVESTMENTS  
SUMMARY OF ACCOUNTS  
FOR THE MONTH ENDING FEBRUARY 2024

ACCOUNT	BEGINNING BALANCE 02/01/24	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 02/29/24
General Fund	2,741,794.76	350,000.00		13,029.89	3,104,824.65
Hotel/Motel Fund	109.43			0.58	110.01
Municipal Court Technology	913.05			3.77	916.82
Seizure Fund	3,949.42			16.78	3,966.20
Municipal Court Building Security	67,982.22			287.59	68,269.81
Debt Service	3,002.70	1,400,000.00		4,972.45	1,407,975.15
2011 Tax & Revenue	5,243.90			22.20	5,266.10
2019 Tax Anticipation Notes	636.62			2.61	639.23
2019 Bond	1,269,162.43			5,369.67	1,274,532.10
Utility Relocation SIB	5,050,195.60			21,366.80	5,071,562.40
Water & Sewer Fund	2,631,132.05			11,132.04	2,642,264.09
Solid Water Fund	522.56			2.32	524.88
EMS Fund	1,561,587.55	1,000,000.00		9,582.07	2,571,169.62
Civic Center Fund	502.40			2.03	504.43
Airport Fund	43,047.05			182.11	43,229.16
<b>TOTAL TEXPOOL INVESTMENTS</b>	<b>\$13,379,781.74</b>	<b>\$2,750,000.00</b>	<b>\$0.00</b>	<b>\$65,972.91</b>	<b>\$16,195,754.65</b>

The monthly average yield for February was 5.33%

The City of Wharton's investments are in compliance with the investment strategy as expressed in the investment policy and with the relevant provisions of Chapter 2256 of the Texas Government Code and with Generally Accepted Accounting Principles.

  
Joseph R. Face, City Manager

  
Joan Andel, Finance Director

**CITY OF WHARTON**

**SELECTED FINANCIAL INFORMATION**

March 2024

<b>AD VOLAREM TAXES - CURRENT TAXES</b>	<b>Actual YTD FY 2022-2023</b>	<b>Actual YTD FY 2023-2024</b>	<b>% Change</b>
Assessed Value	664,840,640	726,127,606	9.22%
Exemptions	(12,646,607)	(13,166,321)	4.11%
Net Taxable Value Before Freeze	652,194,033	712,961,285	9.32%
Less: Total Freeze Taxable	(98,508,729)	(107,302,589)	N/A
Freeze Adjusted Taxable	553,685,304	605,658,696	9.39%
Tax Rate per \$100 Value	0.41761	0.45386	8.68%
Tax Levy Before Freeze Ceiling	2,312,245	2,748,843	18.88%
Plus: Freeze Ceiling	289,292	273,736	N/A
Tax Levy	2,601,537	3,022,579	16.18%
Estimated Delinquency	(78,046)	(90,677)	16.18%
Estimated Tax Revenue	2,523,491	2,931,901	16.18%
Actual Collections to Date-Current	2,355,010	2,739,426	16.32%
Variance Over (Under) from Estimated Collections	(168,481)	(192,475)	

**ANALYSIS OF SALES TAX**

	FY 2022-2023 Actual			FY 2023-2024 Actual			FY 2024	Comparisons			
	City	WEDCO	Total	City	WEDCO	Total	Net	2022-23 to 2023-24		2023-24 to Budget	
							Budget	\$ Dif	% Dif	\$ Dif	% Dif
October	151,031	75,516	226,547	182,831	91,415	274,246	147,295	31,799	21.05%	35,535	24.13%
November	155,562	77,781	233,344	164,046	82,023	246,069	151,781	8,484	5.45%	12,265	8.08%
December	199,559	99,779	299,338	192,107	96,054	288,161	195,337	-7,452	-3.73%	(3,230)	-1.65%
January	141,640	70,820	212,460	148,552	74,276	222,828	137,998	6,912	4.88%	10,554	7.65%
February	174,300	87,150	261,450	0	0		170,331				
March	196,365	98,182	294,547	0	0		192,175				
April	133,381	66,690	200,071	0	0		129,821				
May	162,927	81,464	244,391	0	0		159,072				
June	212,880	106,440	319,321	0	0		208,526				
July	149,588	74,794	224,382	0	0		145,866				
August	187,302	93,651	280,953	0	0		183,203				
September	159,205	79,602	238,807	0	0		155,387				
<b>Total</b>	<b>2,023,740</b>	<b>1,011,870</b>	<b>3,035,610</b>	<b>687,536</b>	<b>343,768</b>	<b>1,031,304</b>	<b>1,976,792</b>	<b>39,743</b>	<b>6.14%</b>	<b>55,125</b>	<b>8.72%</b>



# Monthly Newsletter: March 2024

## ANNOUNCEMENTS

**We welcome the following entities who joined TexPool in February 2024:**

**TexPool**

- Lower Valley Water District
- Wylie ISD
- Donahoe Creek Watershed Authority
- Williamson County MUD 51
- Fort Bend County ESD No 4
- Cross Plains ISD
- Gholson ISD

**TexPool Prime**

- Lower Valley Water District
- Wylie ISD
- Donahoe Creek Watershed Authority
- Williamson County MUD 51
- Fort Bend County ESD No 4
- Cross Plains ISD
- Gholson ISD
- City of Wolforth

**Upcoming Events**

- April 14, 2024  
**Government Finance Officers Association of Texas (GFOAT) Spring Conference**  
Round Rock, TX
- April 15, 2024  
**Texas Association of County Auditors (TACA) Institute - V.G. Young**  
College Station, TX
- April 15, 2024  
**Annual County Treasurers' Spring Education Seminar**  
San Marcos, TX

**TexPool Advisory Board Members**

- |                     |                 |
|---------------------|-----------------|
| Patrick Krishock    | David Landeros  |
| Belinda Weaver      | Sharon Matthews |
| Deborah Lauder milk | David Garcia    |
| Valarie Van Vlack   | Dina Edgar      |

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar  
Operated under the supervision of the Texas Treasury Safekeeping Trust Company

## Economic and Market Commentary: Markets heed data, not Fed Speak

March 1, 2024

Federal Reserve Chair Jerome Powell has been talking himself hoarse lately. Ever since he failed to push back against the market's overly ebullient expectations for rate cuts following the December policy meeting, he has told anyone who'd listen the Fed isn't ready to declare victory over inflation. His press conference in January and a 60 Minutes interview didn't do the trick; neither has sending forth nearly every Federal Open Market Committee (FOMC) member to shout this message from street corners.

In an appropriate twist for the data-dependent Fed, it was a series of economic reports that stemmed the tide. Robust gross domestic product and employment figures, sticky wage, consumer and producer inflation, and respectable manufacturing and housing numbers did what the policymakers could not. In late December, futures contracts predicted upward of seven quarter-point cuts in 2024. Following the bump in the month-over-month core Personal Consumption Expenditures (PCE) index in January, they have priced in essentially three—in line with Fed projections. That's why we—and really everyone—anticipates no rate action at the mid-March or early May policy-setting meetings and expect the first ease to come in June or July.

Market participants will surely raise their fists to the Fed again, and it is understandable. Powell and company were so behind the ball when they first tightened rates long after inflation had exploded. But the shift in sentiment, along with the pause itself, has benefited

*(continued page 6)*

### Performance as of February 29, 2024

	<b>TexPool</b>	<b>TexPool Prime</b>
Current Invested Balance	\$37,033,288,509	\$15,479,199,740
Weighted Average Maturity**	36 Days	43 Days
Weighted Average Life**	87 Days	69 Days
Net Asset Value	0.99997	1.00009
Total Number of Participants	2,843	561
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$158,599,801.01	\$68,087,156.00
Management Fee Collected	\$1,249,565.93	\$622,206.56
Standard & Poor's Current Rating	AAAm	AAAm
<b>Month Averages</b>		
Average Invested Balance	\$37,519,368,191	\$15,572,299,243
Average Monthly Rate*	5.33%	5.50%
Average Weighted Average Maturity**	34	42
Average Weighted Average Life**	87	70

*\*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.  
\*\*See page 2 for definitions.  
Past performance is no guarantee of future results.*





## Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
2/1	5.3322%	0.000146089	\$36,671,069,323.27	1.00000	30	81
2/2	5.3341%	0.000146141	\$36,944,834,864.30	1.00001	32	83
2/3	5.3341%	0.000146141	\$36,944,834,864.30	1.00001	32	83
2/4	5.3341%	0.000146141	\$36,944,834,864.30	1.00001	32	83
2/5	5.3289%	0.000145998	\$37,447,636,201.48	1.00003	30	82
2/6	5.3281%	0.000145974	\$37,660,246,711.29	1.00003	31	85
2/7	5.3279%	0.000145971	\$37,892,897,584.34	1.00005	32	85
2/8	5.3286%	0.000145988	\$38,317,148,227.83	1.00003	33	84
2/9	5.3245%	0.000145878	\$38,744,100,971.34	1.00004	35	87
2/10	5.3245%	0.000145878	\$38,744,100,971.34	1.00004	35	87
2/11	5.3245%	0.000145878	\$38,744,100,971.34	1.00004	35	87
2/12	5.3096%	0.000145468	\$38,481,969,149.70	1.00005	32	85
2/13	5.3276%	0.000145962	\$38,298,172,699.89	1.00001	34	89
2/14	5.3280%	0.000145972	\$37,435,810,407.51	1.00004	35	90
2/15	5.3255%	0.000145903	\$37,451,508,430.27	1.00002	34	90
2/16	5.3387%	0.000146267	\$37,548,493,053.95	0.99996	36	91
2/17	5.3387%	0.000146267	\$37,548,493,053.95	0.99996	36	91
2/18	5.3387%	0.000146267	\$37,548,493,053.95	0.99996	36	91
2/19	5.3387%	0.000146267	\$37,548,493,053.95	0.99996	36	91
2/20	5.2993%	0.000145185	\$37,455,136,916.74	1.00002	34	88
2/21	5.3082%	0.000145431	\$37,458,145,662.80	0.99999	33	88
2/22	5.3056%	0.000145360	\$37,301,868,922.23	0.99994	35	88
2/23	5.3174%	0.000145681	\$37,037,506,784.26	0.99998	36	88
2/24	5.3174%	0.000145681	\$37,037,506,784.26	0.99998	36	88
2/25	5.3174%	0.000145681	\$37,037,506,784.26	0.99998	36	88
2/26	5.3204%	0.000145765	\$36,888,877,742.76	0.99996	34	87
2/27	5.3243%	0.000145871	\$36,948,997,236.30	0.99997	36	90
2/28	5.3246%	0.000145879	\$36,945,603,736.73	0.99998	36	89
2/29	5.3252%	0.000145897	\$37,033,288,509.05	0.99997	36	87
<b>Average:</b>	<b>5.3251%</b>	<b>0.000145892</b>	<b>\$37,519,368,190.95</b>	<b>1.00000</b>	<b>34</b>	<b>87</b>



## TEXPOOL Prime

### Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
2/1	5.5146%	0.000151085	\$15,083,394,600.46	1.00030	34	65
2/2	5.5180%	0.000151177	\$15,242,872,149.95	1.00007	39	68
2/3	5.5180%	0.000151177	\$15,242,872,149.95	1.00007	39	68
2/4	5.5180%	0.000151177	\$15,242,872,149.95	1.00007	39	68
2/5	5.5084%	0.000150916	\$15,436,744,582.59	1.00022	39	68
2/6	5.5070%	0.000150877	\$15,577,937,325.93	1.00021	38	67
2/7	5.5049%	0.000150820	\$15,605,320,771.42	1.00021	40	69
2/8	5.4999%	0.000150681	\$16,246,590,468.03	1.00019	39	65
2/9	5.5032%	0.000150772	\$15,973,842,739.43	1.00000	40	66
2/10	5.5032%	0.000150772	\$15,973,842,739.43	1.00000	40	66
2/11	5.5032%	0.000150772	\$15,973,842,739.43	1.00000	40	66
2/12	5.5042%	0.000150801	\$15,845,042,631.31	1.00020	41	68
2/13	5.5069%	0.000150875	\$15,669,245,153.02	1.00016	42	70
2/14	5.5102%	0.000150965	\$15,426,060,714.10	1.00015	43	71
2/15	5.4995%	0.000150670	\$15,639,371,894.62	1.00016	43	72
2/16	5.4984%	0.000150640	\$15,629,225,533.73	0.99986	46	74
2/17	5.4984%	0.000150640	\$15,629,225,533.73	0.99986	46	74
2/18	5.4984%	0.000150640	\$15,629,225,533.73	0.99986	46	74
2/19	5.4984%	0.000150640	\$15,629,225,533.73	0.99986	46	74
2/20	5.5039%	0.000150791	\$15,554,830,224.19	1.00013	44	71
2/21	5.4963%	0.000150584	\$15,576,199,736.70	1.00014	43	70
2/22	5.4972%	0.000150609	\$15,553,367,590.51	1.00013	46	73
2/23	5.4983%	0.000150638	\$15,444,996,215.88	0.99991	47	74
2/24	5.4983%	0.000150638	\$15,444,996,215.88	0.99991	47	74
2/25	5.4983%	0.000150638	\$15,444,996,215.88	0.99991	47	74
2/26	5.5020%	0.000150739	\$15,500,422,377.66	1.00010	44	71
2/27	5.5011%	0.000150715	\$15,472,603,179.93	1.00009	44	70
2/28	5.5023%	0.000150748	\$15,428,311,598.78	1.00009	44	70
2/29	5.5011%	0.000150714	\$15,479,199,739.88	1.00009	43	69
<b>Average:</b>	<b>5.5038%</b>	<b>0.000150790</b>	<b>\$15,572,299,242.75</b>	<b>1.00007</b>	<b>42</b>	<b>70</b>

### Wharton County Tax Office

Run Date: 3/4/2024 9:39:30AM

Distribution Summary 2 Report

Page 6 of 23

Start Date from 2/1/2024 to 2/29/2024 and Tax Unit Numbers = {multiple}

**CWH - CITY OF WHARTON**

Current Levy M&O	105,007.24	Delinquent Levy M&O	185.55
Current Penalty M&O	571.91	Delinquent Penalty M&O	73.76
Current Interest M&O	95.50	Delinquent Interest M&O	250.62
Current Other M&O	1,005.83	Delinquent Other M&O	0.00
Cur Rendition Penalty M&O	0.00	Delq Rendition Penalty M&O	12.10
Cur Rendition Fraud M&O	0.00	Delq Rendition Fraud M&O	0.00

<b>Total Current M&amp;O</b>	<b>106,680.48</b>	<b>Total Delinquent M&amp;O</b>	<b>522.03</b>
Current Levy I&S	400,332.15	Delinquent Levy I&S	449.33
Current Penalty I&S	2,180.72	Delinquent Penalty I&S	216.64
Current Interest I&S	364.24	Delinquent Interest I&S	477.12
Current Other I&S	0.00	Delinquent Other I&S	0.00
Cur Rendition Penalty I&S	0.00	Delq Rendition Penalty I&S	0.00
Cur Rendition Fraud I&S	0.00	Delq Rendition Fraud I&S	0.00
<b>Total Current I&amp;S</b>	<b>402,877.11</b>	<b>Total Delinquent I&amp;S</b>	<b>1,143.09</b>

Current Levy	505,339.39	Delinquent Levy	634.88
Current Penalty	2,752.63	Delinquent Penalty	290.40
Current Interest	459.74	Delinquent Interest	727.74
Current Other	1,005.83	Delinquent Other	0.00
Cur Rendition Penalty	0.00	Delq Rendition Penalty	12.10
Cur Rendition Fraud	0.00	Delq Rendition Fraud	0.00
<b>Total Current</b>	<b>509,557.59</b>	<b>Total Delinquent</b>	<b>1,665.12</b>

Grand Total M&O	107,202.51
Grand Total I&S	404,020.20
Grand Total S1	0.00
<b>Total Due to Jurisdiction</b>	<b>511,222.71</b>
Total Due to Delq Tax Atty	697.71
Total Due CAD	0.65


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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Request from Mr. Joel Charles and Ms. Barbara Galbreath for the City of Wharton to clean up a City alley.
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Attached you will find the request from Mr. Charles and Ms. Galbreath regarding the clean-up of a City alley.

Also attached is the City of Wharton Ordinance 2022-09, Section 34-51-Accumulation or growth of weeds or bush (b) Duty to cut growth.

City Manager: Joseph R. Pace	Date: Thursday, March 21, 2024
Approval: 	
Mayor: Tim Barker	

**To: Wharton City Council**

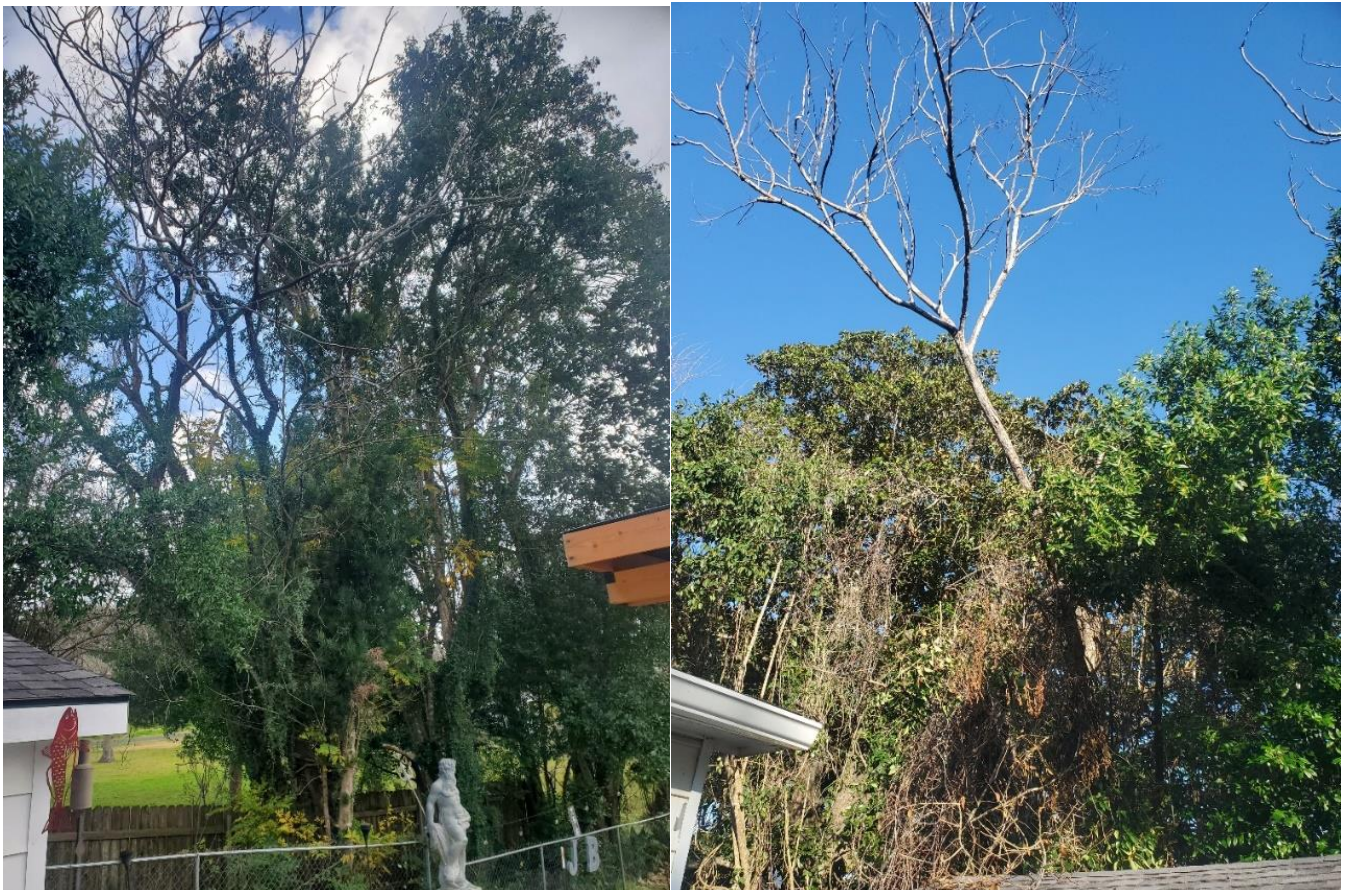
**Subject: City easement behind the residence @ 612 Walnut Street**

**Date: February 12, 2024**

To whom it may concern,

We, Joel Charles & Barbara Galbreath, owners of the property at 612 Walnut St. are asking the City of Wharton to please bear some responsibility and help clean up or cut down the dead trees on the easement belonging to the City of Wharton.

We moved to Wharton in May of 2021. The easement was never maintained. Dead trees are a result of the overgrowth. We put in multiple work order requests with the City clerk because we felt the dead trees could potentially fall onto our bunkhouse, which borders the easement. We never heard from anyone. Here is the easement prior to the January 8th cold front.



During the storms, one of the dead trees snapped and fell onto our bunkhouse.

Item-2.



Luckily, no damage occurred. We took photos and presented them to the City Clerk. She issued another work order, and we asked if we could begin cleaning up. She recommended that we leave it as is until City Services could survey it. A couple of weeks went by and no word from the city. We followed up with the City Clerk and eventually City Services contacted us. He researched the property and indicated that the easement could be considered abandoned by the city and that nothing could be done to clean it up. This caught us by surprise, because we didn't understand how the city could just "abandon" the property. Our next-door neighbor had their easement cleared of dead trees over a year and half ago, so, we were confused about what to do next.

We decided to move forward with some of the ground cleanup. We removed the chain link fence, cleaned up the weeds and trash.



We made progress but became overwhelmed by the number of dead trees and vines. We decided to reach out to Ms. Claudia Valasquez and she researched the property. As it turns out, the property is not abandoned, and its possible we could receive assistance from the city to clean out the easement. Therefore, we are asking the city to work with us and please consider removing all the dead trees as pictured before they eventually cause damage to someone or someone's property. We would gladly assume responsibility for the ground maintenance going forward.

We appreciate all consideration with this request for tree removal services by the City of Wharton.

Respectfully and thank you,

Joel Charles and Barbara Galbreath

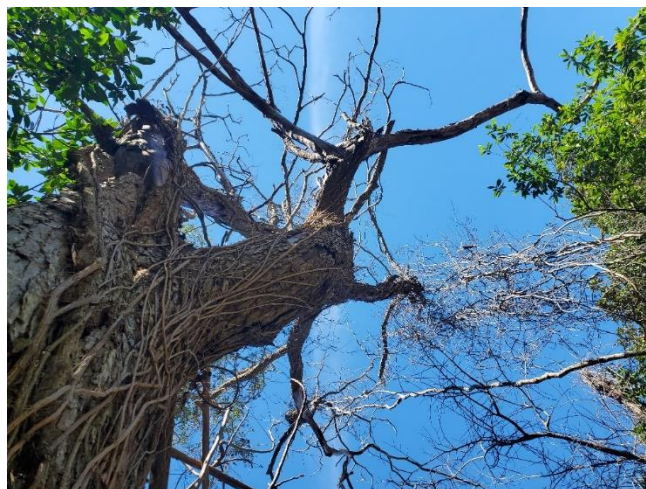




Dead Tree # 1 (view from Olive St)



Dead Tree # 1 (from underneath)



Dead tree # 2 (snapped from trunk)

Item-2.



Rotting trees # 3, 4, 5, and 6

Item-2.



Sec. 34-51. - Accumulation or growth of weeds or brush.

(a) *Nuisance declared.* It shall be unlawful for any owner(s) of any premises within the city to allow weeds, grass or uncultivated plants to grow upon such premises or to allow trash or rubbish to accumulate upon such premises to such an extent as is reasonably calculated to create a fire hazard or to become injurious to the health of the citizens. Any such act is declared to constitute a public nuisance.

(b) *Duty to cut growth.*

- (1) It shall be unlawful for any owner(s) of any premises to permit weeds, grass or uncultivated plants to grow upon such premises to a height greater than ten inches on an average or to grow in rank profusion thereon. For purposes of owner(s) responsibility, it shall include, in addition to those grounds within their respective boundaries, all abutting easements and rights-of-way being adjacent thereto and extending beyond the property line of any such property to the edge of the blacktop of adjacent streets where a curb line has not been established, or to the back of the curb where curb line has been established, and also to the center of adjacent alleys, easements, and undeveloped streets. Any premises upon which any weeds, grass or uncultivated plants grow above such height or in rank profusion shall be deemed a public nuisance. Provided, however, the provisions of this subsection shall not apply to any owner(s) of any premises who has received and maintains a valid permit to grow and harvest hay within the city limits.
- (2) It shall be the duty of the owner(s) of any premises to remove or cause to be cut all weeds, grass or uncultivated plants as often as may be necessary to comply with subsection (a) of this section, said removal shall not be accomplished by bailing of the weeds, grass or uncultivated plants unless the property owner has obtained a hay harvesting permit.
- (3) The requirements for receiving and maintaining a valid permit to grow and harvest hay within the city limits are:
  - a. Applications for permits shall be obtained by the owner(s) of the property upon forms provided by the code enforcement department and shall contain or have attached thereto information including, but not necessarily limited to, the following:
    1. Name, address and telephone number of the owner(s) and/or entity holding any lien against the premises.
    2. The legal property description (lot and block number) of the premises and the amount of acreage per contiguous lot.
  - b. Permits shall be issued upon the payment of a fee of \$20.00 per contiguous five acre or greater meadow and each permit shall be valid for one calendar year, expiring on December 31st. Permits shall be renewed annually upon the payment of an annual fee of \$20.00 per approved meadow and before December 31st of the next calendar year. If a


permit is not obtained prior to the deadline date, the property shall no longer be considered as a hay meadow and shall be subjected to the requirements of this section in its entirety until a hay permit is issued for the following year.

- c. Hay cannot be stored on a meadow within the city limits if the permitted parcel is adjacent to a developed property, residential or commercial, and must be removed within seven days after the hay is harvested.
  - d. All hay meadows must be cut and harvested a minimum of two times during the calendar year. Additionally, the meadow shall be mowed within ten days after the first frost and shall be maintained at a height not to exceed ten inches, and in accordance with section subsection 34-51(b)(1), set forth above until the next harvesting season begins.
  - e. Notwithstanding any provision contained herein to the contrary, the use of meadows for harvesting hay shall not excuse the requirement that a width of at least ten feet between property lines shall be kept mowed below the required ten inch height at all times if the permitted parcel is adjacent to a developed property, residential or commercial.
  - f. Any violation of any applicable section of this article shall result in the revocation of the permit for the remainder of the permitted year and consideration of any violations may reflect the issuance of permit in the future.
- (c) *Partial exception.* With respect to lots or parcels of land of contiguous five acres or more under single ownership, the provision of this section shall not be applicable to the area in excess of ten feet from any open public street or alley or to the area in excess of ten feet from any adjacent property under different ownership on which habitable structures are located. Lot and parcels of the land less than five acres must be maintained in accordance with this subsection 34-51(b)(1), set for above.

(Code 1978, § 9-25; Ord. No. 1992-13, 8-11-92; Ord. No. 2006-01, 1-23-06; Ord. No. 2008-04, 4-14-08; Ord. No. 2010-02, 2-22-10; Ord. No. 2022-09, 6-13-22)

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: Resolution by the City of Wharton, Texas (“City”) suspending the effective date for ninety days in connection with the rate increase filing made on or about March 6, 2024, by Centerpoint Energy Houston Electric LLC; authorizing the City’s continued participation in a coalition of cities known as the “Texas Coast Utilities Coalition of Cities;” authorizing participation in proceedings at the Public Utility Commission of Texas; authorizing the hiring of attorneys and consultants; requiring reimbursement of reasonable legal and consultant expenses; requiring proof of notice; finding that the meeting complies with the Open Meetings Act; making other findings and provisions related to the subject; and declaring an effective date.
<p>On March 6, 2024, CenterPoint Energy Houston Electric, LLC (“CEHE”) filed an application to increase its retail rates by approximately \$60 million in annual revenue, or 2.6% in comparison to current retail revenues. The increase of \$60 million is comprised of an increase of about \$17 million for retail customers and about \$43 million for wholesale transmission customers.</p> <p>CEHE requests that its rates become effective on April 10, 2024. This is CEHE’s first comprehensive base rate proceeding since April 2019.</p> <p>Also, the increase CEHE presents in its application is above recent increases in rates CEHE has implemented through its “DCRF” (Distribution Cost Recovery Factor), and its “TEEEF” (Temporary Emergency Electric Energy Facilities), better known as “mobile generation” batteries. Combined, since April 2022, through its DCRF and TEEEF rate mechanisms CEHE has increased its revenue by approximately \$412.7 million. Thus, looking only at CEHE’s proposed increase in revenues in its just-filed application would not present the full picture of increases in CEHE’s rates.</p> <p>Further, the investments in distribution facilities CEHE has made since April 2022 are subject to review for “prudence” in this proceeding. So, at issue in the pending case are CEHE’s combined revenue increases totaling about \$472.7 million.</p> <p>City Attorney Paul Webb has reviewed and approved all documents.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			

## AGENDA INFORMATION SHEET

AGENDA ITEM NO. \_\_\_\_\_

**ACTION TO SUSPEND THE EFFECTIVE DATE PROPOSED BY CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC (“CEHE”) FOR 90 DAYS IN ITS APPLICATION TO INCREASE RATES; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE “TEXAS COAST UTILITIES COALITION OF CITIES;” AUTHORIZING PARTICIPATION IN PROCEEDINGS AT THE PUBLIC UTILITY COMMISSION OF TEXAS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; AND REQUIRING CEHE TO PROVIDE PROOF OF PUBLICATION OF NOTICE**

### **BACKGROUND**

On March 6, 2024, CenterPoint Energy Houston Electric, LLC (“CEHE”) filed an application to increase its retail rates by approximately \$60 million in annual revenue, or 2.6% in comparison to current retail revenues. The increase of \$60 million is comprised of an increase of about \$17 million for retail customers and about \$43 million for wholesale transmission customers.

CEHE requests that its rates become effective on April 10, 2024. This is CEHE’s first comprehensive base rate proceeding since about April, 2019.

Also, the increase CEHE presents in its application is above recent increases in rates CEHE has implemented through its “DCRF” (Distribution Cost Recovery Factor), and its “TEEEF” (Temporary Emergency Electric Energy Facilities), better known as “mobile generation” batteries. Combined, since April, 2022, through its DCRF and TEEEF rate mechanisms CEHE has increased its revenue by approximately \$412.7 million. Thus, looking only at CEHE’s proposed increase in revenues in its just-filed application would not present the full picture of increases in CEHE’s rates.

Further, the investments in distribution facilities CEHE has made since April, 2022, are subject to review for “prudence” in this proceeding. So, at issue in the pending case are CEHE’s combined increases in revenue totaling about \$472.7 million.

### **CITY JURISDICTION TO SET CEHE’S RATES:**

Municipalities have exclusive, original jurisdiction over an electric utility’s rates, services, and operations within a city’s boundaries. This means that for a utility like CEHE to change its rates it must seek approval to do so from the city in which it provides its service. Even if a city has

ceded its jurisdiction to the Public Utility Commission of Texas (“PUCT”), a city nonetheless has the statutory right to participate in rate proceedings before the PUCT.

**TEXAS COAST UTILITIES COALITION (“TCUC”)**

In prior rate cases filed by CEHE, the City has acted in concert with other similarly situated cities and undertaken its review of CEHE’s rate applications as part of a coalition of cities known as the Texas Coast Utilities Coalition (“TCUC”). TCUC was organized by a number of municipalities served by TCUC and the City has participated through TCUC in rate proceedings involving TCUC.

In CEHE’s prior general rate case submitted in April, 2019, in Docket No. 49421 before the Public Utility Commission of Texas (“PUCT”), CEHE requested an increase of about \$154.6 million and the PUCT approved an increase of \$13 million. The material reduction in CEHE’s proposed increase in rates is in large part due to the City’s participation in TCUC and coordination with other cities and their review of CEHE’s application.

**BASIS FOR CEHE’S REQUEST:**

CEHE asserts as the main drivers of the need for an increase, the following:

- The addition of about \$6.0 billion in distribution and transmission investment since CEHE’s last rate case in 2019 and related operations and maintenance expense increases;
- Year-over-year customer growth of about 2%, adding about 300,000 new customers;
- Recovery of expenses related to what CEHE refers to as “resiliency and reliability” improvements to respond to severe weather and modernization of the transmission grid;
- Update CEHE’s discretionary service charges to reflect current costs.

CEHE proposes to allocate the increase of \$60 million among the customer classes as follows:

	<b>Present Revenues</b>	<b>Proposed Revenues</b>	<b>Change</b>	<b>Percent Change</b>
<b>Residential</b>	\$901,815,248	\$975,768,614	\$73,953,366	8.2%
<b>Secondary &lt;= 10 kva</b>	\$25,410,421	\$24,178,448	<b>-\$1,231,973</b>	-4.8%
<b>Secondary &gt; 10 kva</b>	\$578,913,742	\$520,202,246	<b>-\$58,711,496</b>	-10.1%
<b>Primary</b>	\$41,515,394	\$48,954,335	\$7,438,941	17.9%
<b>Transmission</b>	\$27,090,086	\$24,523,576	<b>-\$2,566,510</b>	-9.5%
<b>Misc. Lighting</b>	\$5,783,740	\$3,077,136	<b>-\$2,706,604</b>	-46.8%
<b>Lighting</b>	\$70,568,628	\$71,339,336	\$770,708	1.1%
<b>Retail Electric Delivery Revenues</b>	\$1,651,097,259	\$1,668,043,691	\$16,946,432	1.0%
<b>Wholesale Transmission Revenue</b>	\$654,236,818	\$697,326,740	\$43,089,922	6.6%
<b>Total Cost of Service</b>	\$2,305,334,077	\$2,365,370,431	\$60,036,354	2.6%



**BILL IMPACT:**

Based on CEHE’s application, the estimated impact of CEHE’s proposed increase on a residential customer’s bill consuming 1000 kWh per month, related to the \$60 million, is as follows:

<b>Usage</b>	<b>Current Bill (CEHE Charges Only)</b>	<b>Proposed Bill (CEHE Charges Only)</b>	<b>\$ Increase (CEHE Charges Only)</b>	<b>% Increase (CEHE Charges Only)</b>
<b>1000 kWh</b>	\$54.70	\$55.95	\$1.25	2.3%

The increase shown in the table above is in addition to the increases related to CEHE’s increases under its DCRF and TEEEF tariffs, which equate to about \$10.00 per month for a residential customer.

Because a customer’s bill also includes charges assessed by the customer’s Retail Electric Provider (REP) to account for generation and retail activity costs, in addition to the transmission and distribution service costs assessed by CEHE, the full effect on a customer’s bill, after accounting for these other charges, is shown in the table below:<sup>1</sup>

<b>Usage</b>	<b>Current Bill (All REP Charges)</b>	<b>Proposed Bill (All REP Charges)</b>	<b>\$ Increase (All REP Charges)</b>	<b>\$ Increase (All REP Charges)</b>
<b>1000 kWh</b>	\$176.69	\$177.94	\$1.25	1%

**REPRESENTATION AND PARTICIPATION IN TCUC**

In prior rate proceedings initiated by CEHE, the law firm of Herrera Law & Associates, PLLC has represented the City and its participation in the coalition of cities named the “Texas Coast Utilities Coalition of Cities” (“TCUC”), including CEHE’s most recent rate cases seeking a changes in its DCRF and TEEEF filings. The accompanying Resolution authorizes retention of Herrera Law & Associates as Special Counsel and the City’s continued participation in the TCUC coalition.

**INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS**

CEHE filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas on the same date, March 6, 2024. It is important to participate in these proceedings because the Commission’s decisions could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission’s decision.

<sup>1</sup> The “All REP Charges” amounts incorporate CEHE’s assessment of the average annual REP billing rate as of December 2023.

## **RATE CASE EXPENSES**

As part of TCUC, the City's reasonable rate case expenses are subject to reimbursement by the Company. The Resolution directs CEHE to reimburse the TCUC cities' expenses on a monthly basis and delegates to the City Manager, or the City Attorney, or his/her designee, review of invoices for rate case expenses.

## **NOTICE**

CEHE is required to provide notice of its rate increase application. The resolution that accompanies this agenda information sheet requires that CEHE provide proof that CEHE has published notice as required by state law.

## **RECOMMENDATION: SUSPEND PROPOSED EFFECTIVE DATE FOR THE PERIOD ALLOWED BY LAW**

CEHE's rate-filing package presents a complex set of ratemaking issues. Moreover, given the volume of data presented in CEHE's application, TCUC's lawyers and consultants cannot reasonably conclude their review and analysis of CEHE's filing prior to its proposed effective date of April 10, 2024. Therefore, TCUC's Special Counsel recommends that the City suspend CEHE's proposed effective date for its rate increase for the period allowed by law. The standard period of suspension is 90 days beyond CEHE's proposed effective date of April 10, 2024.

**The City must take action by no later than April 10, 2024 to suspend CEHE's proposed effective date to July 9, 2024.**

Also, should CEHE's published notice or its application be found deficient, or should CEHE agree to extend its proposed effective date, then CEHE's proposed effective date would change as would the period of suspension.

Because it is recommended that the City *suspend* CEHE's proposed effective date, the City will need to take separate and final action on CEHE's proposed increase at a future date and no later than July 9, 2024.

**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**RESOLUTION BY THE CITY OF WHARTON, TEXAS (“CITY”) SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH THE RATE INCREASE FILING MADE ON OR ABOUT MARCH 6, 2024, BY CENTERPOINT ENERGY HOUSTON ELECTRIC LLC; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE “TEXAS COAST UTILITIES COALITION OF CITIES;” AUTHORIZING PARTICIPATION IN PROCEEDINGS AT THE PUBLIC UTILITY COMMISSION OF TEXAS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; REQUIRING PROOF OF NOTICE; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, CenterPoint Energy Houston Electric (“CEHE” or “Company”) filed a Statement of Intent with the City on or about March 6, 2024, to change its rates within the corporate limits of this municipality, specifically to increase its annual revenue for its retail transmission and distribution services by approximately \$60 million, comprised of an increase of about \$17 million for its retail customers and about \$43 million for its wholesale transmission customers; and,

**WHEREAS**, the City is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over CEHE’s rates, operations, and services within the municipality; and,

**WHEREAS**, in order to maximize the efficient use of resources and expertise in reviewing, analyzing, and investigating CEHE’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities; and,

**WHEREAS**, the City, in matters regarding applications by CEHE to change rates, has in the past joined with other local regulatory authorities to form an alliance of cities known as Texas Coast Utilities Coalition (“TCUC”) and hereby continues its participation in TCUC; and,

**WHEREAS**, in CEHE’s prior general rate case submitted in April 2019, in Docket No. 49421 before the Public Utility Commission of Texas (“PUCT”), CEHE requested an increase of about \$154.6 million, and the PUCT approved an increase of

about \$13 million in large part due to the City's participation in TCUC and coordination with other cities and their review of CEHE's application; and,

**WHEREAS**, CEHE's rate request consists of a voluminous amount of information, including CEHE's rate-filing package, exhibits, schedules, and workpapers; and,

**WHEREAS**, CEHE's rate application is the Company's first general rate case since about April 2019; and,

**WHEREAS**, CEHE proposed April 10, 2024, as the effective date for its requested increase in rates; and,

**WHEREAS**, it is not reasonably possible for the City to complete its review of CEHE's filing by April 10, 2024; and,

**WHEREAS**, the City will need an adequate amount of time to review and evaluate CEHE's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to CEHE's requested rate increase; and,

**WHEREAS**, the City will require the assistance of specialized legal counsel and rate experts to review the merits of CEHE's application to increase rates; and,

**WHEREAS**, CEHE submitted a corresponding application with the Public Utility Commission of Texas on the same date as it filed its application with the City, and the Public Utility Commission's decision could have a direct impact on the City and its citizens who are customers of CEHE and in order for the City's participation to be meaningful it is important that the City intervene in any such proceedings at the Public Utility Commission related to CEHE's application to increase rates, including any appeals taken from the Commission's final order.

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

**Section 1.** The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

**Section 2.** CEHE's proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond April 10, 2024.

**Section 3.** The statutory suspension period may be further extended if CEHE does not provide proper public notice of its request to increase rates, its rate-filing package is materially deficient, or by agreement.

**Section 4.** The City shall continue to participate in a coalition of cities known as the Texas Coast Utilities Coalition of Cities (“TCUC”) and authorizes intervention in proceedings related to CEHE’s Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law.

**Section 5.** The City hereby orders CEHE to reimburse the City’s rate case expenses consistent with the Public Utility Regulatory Act and that CEHE shall do so on a monthly basis and within 30 days after submission of the City’s invoices for the City’s reasonable costs associated with the City’s activities related to this rate review or related to proceedings involving CEHE before the City, the Public Utility Commission of Texas, or any court of law.

**Section 6.** Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving CEHE before the City, the Public Utility Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of CEHE’s rate application subject to approval by the steering committee of the TCUC.

**Section 7.** The City, in coordination with the TCUC Steering Committee, delegates to the City Manager and/or the City Attorney, or designee of such office, review of the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to CEHE for reimbursement.

**Section 8.** A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, P.O. Box 302799, Austin, Texas 78703, and a courtesy copy

to Ms. Denise Gaw, Regulatory Manager, CenterPoint Energy, 1111 Louisiana Street, Houston, Texas 77002.

**Section 9.** The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 10.** This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

**Section 11.** This resolution shall become effective from and after its passage.

**PASSED AND APPROVED** this 25<sup>th</sup> day of March 2024.

**CITY OF WHARTON, TEXAS**

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**TIM BARKER**  
Mayor

**ATTEST:**

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**PAULA FAVORS**  
City Secretary

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

## CITY COUNCIL COMMUNICATION


Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council entering into a Reimbursement Agreement with Wharton 55, LLC, for Public Improvement District No. 2 and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
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Attached is the Reimbursement Agreement received from Wharton 55, LLC for Public Improvement District No. 2. The agreement sets out the creation of a PID Reimbursement Fund where all bond proceeds and assessments received will be deposited, and all PID Project costs will be paid for from this fund. The City will not be responsible for obtaining the bond funds.

The City's PID/TIRZ Consultants, as well as Paul Webb, City Attorney, have reviewed the document and recommend presenting it to the City Council for approval.

The Finance Committee will meet on Monday, March 25, 2024, and will formulate a recommendation for City Council consideration.

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

City Manager: Joseph R. Pace	Date: Thursday, March 21, 2024
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: March 20, 2024

Re: Reimbursement Agreement

Mr. Pace,

Attached is the Reimbursement Agreement received from Wharton 55, LLC for the Public Improvement District No. 2. The agreement sets out the creation of a PID Reimbursement Fund where all bond proceeds and assessments received will be deposited into and all PID Project Costs will be paid for from this fund. The City will not be responsible for obtaining the bond funds.

Our PID/TIRZ consultants, as well as Paul Webb, City Attorney, have reviewed the document and recommend presenting it to the City Council for approval.

Please place this item on the Finance Committee meeting on Monday, March 25, 2024, and also on the City Council agenda for the same day.

Should you have any questions, please contact me.

Thank you.



**REIMBURSEMENT AGREEMENT**  
**City of Wharton Public Improvement District No. \_\_**

This Reimbursement Agreement (this “Agreement”) is entered into by WHARTON 55, LLC, a Texas limited liability company (“Developer”), and the CITY OF WHARTON, TEXAS (the “City”), effective as of \_\_\_\_\_ (the “Effective Date”) in relation to the City of Wharton Public Improvement District No. \_\_ (the “PID”). Developer and the City are individually referred to herein as a “Party” and collectively as the “Parties.”

SECTION 1.  
RECITALS

1.1 WHEREAS, capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, Developer and the City have entered into a Development Agreement, effective as of November 15, 2022, relating to the development of the property within the PID and the financing of public improvements within the PID;

1.4 WHEREAS, the City Council has approved a PID Creation Resolution authorizing the creation of the PID pursuant to the authority of the Act dated \_\_\_\_\_, covering approximately 55 contiguous acres within the City's corporate limits;

1.5 WHEREAS, prior to the issuance of PID Bonds, Developer has paid and may continue to pay for the Actual Costs of the PID Projects benefitting the property within the PID;

1.6 WHEREAS, this Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the Act;

1.7 WHEREAS, the recitals: (a) are part of this Agreement for all purposes; (b) are true and correct; and (c) each Party has relied upon such recitals in entering into this Agreement; and

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth herein, the Parties agree as follows:

SECTION 2.  
DEFINITIONS

“Act” means Chapter 372, Texas Local Government Code, as amended.

“Actual Cost(s)” means with respect to PID Projects, the actual costs paid or incurred by or on behalf of the Developer, including: (1) the costs incurred by the Developer, or on behalf of the Developer (either directly or through affiliates) or the City for the design, planning, financing,

administration/management, acquisition, installation, construction and/or implementation of such PID Projects; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such PID Projects; (3) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the PID Projects; (5) all related permitting, and public approval expenses, architectural, engineering, legal and consulting fees, and governmental fees and charges; and (6) costs to implement, administer, and manage the above-described activities. Actual Costs refers to the PID Project costs actually incurred.

“Annual Collection Costs” means the actual or budgeted costs and expenses related to the operation of the PID, including, but not limited to, costs and expenses for: (1) the PID administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and annual service plan updates; (5) paying and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the Act with respect to the PID Bonds, including the City’s continuing disclosure and arbitrage rebate requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment, as calculated by the PID administrator and approved by the City Council, that includes: (1) principal; (2) interest; and (3) Annual Collection Costs.

“Assessed Parcel(s)” means any parcel within the PID against which an Assessment is levied.

“Assessment(s)” means an assessment levied against Assessed Parcels pursuant to the provisions of the Act for payment of PID Project Costs, including the payment of PID Bonds and obligations under this Agreement.

“Assessment Ordinance” means the ordinance(s) adopted by the City Council levying Assessments on an Assessed Parcel within the PID to pay PID Project Costs, PID Bonds and obligations under this Agreement.

“Assessment Revenue” means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments, and Foreclosure Proceeds.

“Assessment Roll” means any assessment roll for the Assessed Parcel within the PID, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or any annual service plan update.

“Authorized Improvements” means (1) improvements authorized by Section 372.003 of

the Act, (2) the costs of issuance of the PID Bonds, and (3) the costs of the formation of the PID. Authorized Improvements includes PID Projects.

“Bond Indenture” means the indenture of trust pursuant to which PID Bonds are issued.

“Bond Proceeds” mean the proceeds derived from the issuance and sale of PID Bonds that are deposited into the PID Project Fund and made available to pay PID Project Costs including design, engineering, construction and inspection costs in accordance with this Agreement and any Bond Indenture or SAP.

“Budgeted Cost” means the estimated cost for an Authorized Improvement as provided for in the Service and Assessment Plan.

“Certificate for Payment” means a certificate (substantially in the form of Exhibit A or as attached to the Bond Indenture or as otherwise approved by Developer and the City Representative) executed by a representative of Developer and approved by the City Representative, delivered to the City Representative (and/or, if applicable, to the Trustee named in the Bond Indenture), specifying the work performed and the amount charged (including materials and labor costs) for PID Project Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the PID Projects (or their completed segment(s)) covered by the certificate have been inspected by the City.

“City Council” means the governing body of the City.

“City Representative” means the Mayor or City Manager of the City, who are hereby authorized by the City Council to undertake the actions referenced herein.

“Closing Disbursement Request” means a request in the form of Exhibit B or as otherwise approved by the Parties and the trustee named in the Bond Indenture.

“Cost Overrun” means, with respect to each Authorized Improvement, the amount of the Actual Cost paid for the Authorized Improvement in excess of the Budgeted Cost for such Authorized Improvement as provided for in the Service and Assessment Plan.

“Default” is defined in Section 4.6.1.

“Delinquent Collection Costs” mean costs related to the foreclosure on an Assessed Parcel and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Development Agreement” means that certain Development Agreement, effective as of November 15, 2022, by and between the Developer and the City.

“Developer Advances” mean monetary advances made by Developer to pay PID Project Costs.

“Developer Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of Developer executed contemporaneously with the issuance and sale of PID Bonds.

“Failure” is defined in Section 4.6.1.

“Final Completion” means completion of an Authorized Improvement in compliance with existing City standards for dedication under the City’s ordinances and the Development Agreement.

“Maturity Date” is the date one year after the final scheduled and non-delinquent Annual Installment is collected.

“PID” means the City of Wharton Public Improvement District No. \_\_ created by the PID Creation Resolution.

“PID Bonds” means the bonds issued pursuant to the provisions of the Act in one or more series to fund PID Project Costs or to reimburse Developer for PID Project Costs.

“PID Creation Resolution” means the resolution passed and approved by the City Council on \_\_\_\_\_ authorizing the creation of the PID.

“PID Pledged Revenue Fund” means the Pledged Revenue Fund, as defined in the Bond Indenture, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing PID Bonds issued and still outstanding, as described in the Bond Indenture.

“PID Project Fund” means the Project Fund, as defined in the Bond Indenture, including all accounts created within such fund, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the Bond Indenture.

“PID Reimbursement Fund” means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue until they are required to be deposited into the PID Pledged Revenue Fund.

“PID Projects” means the public improvements or services to be constructed or acquired by or on behalf of the Developer within the PID and described in the SAP, whether the SAP defines such public improvements or services as PID Projects or utilizes another term.

“PID Project Costs” mean the actual costs of the PID Projects.

“Reimbursement Agreement Balance” is defined in Section 3.3.1.

“Service and Assessment Plan” or “SAP” means the service and assessment plan and any updates thereto approved by the City Council, prepared in relation to the property within the PID.

“Trustee” is defined in Section 3.5.2.

SECTION 3.  
FUNDING PROJECT COSTS

3.1 Fund Deposits.

3.1.1 Unless and until PID Bonds are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue into the PID Reimbursement Fund, which PID Reimbursement Fund is hereby created and established as a fund under this Agreement. After the issuance and delivery of PID Bonds for the PID Projects, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the Bond Indenture. The City shall also deposit Bond Proceeds in the manner set forth in the Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as the City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the Bond Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement.

3.1.2 The City hereby confirms, covenants, and agrees that for so long as amounts are due to Developer under this Agreement and/or for so long as PID Bonds are outstanding, that the City will do the following in the manner and to the maximum extent permitted by applicable law, subject to any conflicting provisions in the Bond Indenture: (a) take and pursue all actions necessary to cause the Assessments to be levied and collected; (b) take and pursue all actions necessary to cause the liens related to the Assessments to be enforced continuously, including diligently prosecuting an action in district court to foreclose for delinquent or nonpayment of Assessments, including Annual Installments; and (c) take and pursue all actions necessary to cause no reduction, abatement or exemption of the Assessments. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Parcel. The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds for such purpose on deposit in the PID Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the PID Reimbursement Fund for payments to the Developer as required under this Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Agreement. The Bond Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of PID Project Costs.

3.2.1 Unless or until PID Bonds are issued to pay PID Project Costs, Developer may elect to make Developer Advances to pay such PID Project Costs. Prior to the City's adoption of an ordinance authorizing the issuance of a series of PID Bonds, Developer shall provide evidence of available funds of the Developer or of financial security from the project lender evidencing that sufficient funds are available and reserved for completion of the PID Projects or portion thereof to be funded by PID Bonds. If such evidence of financial security is not available, Developer shall deposit into the PID Project Fund an amount equal to the remaining costs not funded by the PID Bonds necessary to pay PID Project Costs.

3.2.2 Bond Proceeds (i) may be used to construct PID Projects and directly pay PID Project Costs in lieu of Developer Advances and reimbursement and (ii) shall be used in the manner provided in the Bond Indenture. Developer may, but shall not have the obligation to, make Developer Advances, unless the Bond Proceeds on deposit in the PID Project Fund are insufficient to pay any remaining PID Project Costs, in which case Developer shall make Developer Advances to pay the deficit.

3.2.3 As evidence of Developer Advances required in connection with the issuance of PID Bonds, Developer shall submit to the City for approval all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the closing of the PID Bonds. The Developer shall also make Developer Advances to pay for Cost Overruns (after applying cost savings or reallocation of budget line items to reflect actual costs). An individual line item exceeding its estimated cost shall not be construed as a Cost Overrun; rather, the cost for each phase within the PID shall be viewed in its entirety. Upon the Final Completion of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Costs of such Authorized Improvement is less than the Budgeted Cost (a "Cost Underrun"), any remaining budgeted cost, as shown in the Service and Assessment Plan, will be available to pay Cost Overruns on any other Authorized Improvement. The City Representative shall promptly confirm that such remaining amounts are available to pay such Cost Overruns, and the Developer, the PID administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements. Any Cost Underrun for any Authorized Improvement is available to pay Cost Overruns on any other Authorized Improvement. The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of Developer to pay PID Project Costs.

3.3 Payment of Reimbursement Agreement Balance.

3.3.1 Unless or until PID Bonds are issued, the City agrees to pay Developer solely from funds on deposit in the PID Reimbursement Fund, and Developer shall be entitled to receive payments from the City, from such source for amounts shown on each Certificate for Payment (which amounts include only PID Project Costs paid by or at the direction of Developer) (any unpaid amount owed Developer for all Certificates of Payment is referred to as the "Reimbursement Agreement Balance"). Upon the issuance of PID Bonds, the City agrees to pay Developer first from funds on deposit in the PID Project Fund and then from funds on deposit in the PID Reimbursement Fund, if any; and, notwithstanding anything in this Agreement to the contrary, the maximum amount that Developer may be reimbursed under this Agreement shall be equal to the amount of Bond Proceeds on deposit in the PID Project Fund plus amounts in the PID Reimbursement Fund, if any, plus simple interest on the unpaid principal balance of the Reimbursement Agreement Balance at a rate not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, or if PID Bonds are issued, then the interest rate on the PID Bonds; provided, however, that the interest rate for the unpaid balance of the Reimbursement Agreement Balance as set forth in this paragraph shall not exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act. Interest on the unpaid principal balance of the Reimbursement Agreement Balance shall begin to accrue at the City's acceptance of the PID Projects.

3.3.2 The obligation of the City to pay the Reimbursement Agreement Balance is payable solely from the PID Reimbursement Fund or from Bond Proceeds on deposit in the PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (a) paying all or a portion of the Reimbursement Agreement Balance; or (b) paying PID Project Costs directly. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the Bond Indenture. Upon the issuance of PID Bonds for such purpose, Developer's right to receive payments each year in accordance herewith shall be subordinate to the deposits required under the Bond Indenture related to any outstanding PID Bonds. The failure of the City to issue PID Bonds shall not constitute a Failure by the City or otherwise result in a Default by the City. Upon the issuance of the PID Bonds, Developer has a duty to construct related PID Projects and shall not be relieved of such duty even if there are insufficient funds in the PID Project Fund to pay PID Project Costs.

### 3.5 Disbursements and Transfers at and after Bond Closing.

3.5.1 If PID Bonds are issued, the City will cause the Trustee under the Bond Indenture to pay from the Bond Proceeds at closing of the PID Bonds approved amounts from the appropriate account to the City, Developer, or their designees, as applicable, which costs may include payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible items for which funds have been expended by Developer and the City as of the time of the delivery of the PID Bonds. In order to receive such a disbursement, Developer shall execute a Closing Disbursement Request substantially in the form attached hereto as Exhibit B to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive additional disbursements from the applicable fund under the Bond Indenture, if PID Bonds are issued, or from the PID Reimbursement Fund, Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the Bond Indenture, if applicable, and/or this Agreement.

3.5.2 Upon receipt of a Certificate for Payment (along with all accompanying documentation reasonably required by the City) from Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve PID Project Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required to confirm the matters certified in the Certificate for Payment. The Developer agrees

to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (a) approve the Certificate for Payment and (i) forward it to the trustee bank named in the Bond Indenture (the “Trustee”) for payment or (ii) pay such amount from the PID Reimbursement Fund; or, (b) provide Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying in detail the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3.2 herein. If PID Bonds are issued, the City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund or the PID Project Fund. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind other than the funds on deposit in the PID Reimbursement Fund or the PID Project Fund shall be used to pay: (a) the PID Project Costs; (b) the Reimbursement Agreement Balance, even if the Reimbursement Agreement Balance is not paid in-full on or before the Maturity Date; or (c) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants, or representatives shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. If Developer is then in current compliance with its obligations under the Development Agreement, the Developer Continuing Disclosure Agreement if applicable, and this Agreement, and is not delinquent in payment of the Special Assessments and paying property taxes, then following the inspection and approval of any portion of the PID Projects for which Developer seeks reimbursement of the PID Project Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to Developer or to any person designated by Developer) identified in any Closing Disbursement Request or in any Certificate for Payment are unconditional and not subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 City Delegation of Authority. All PID Projects shall be constructed by or at the direction of Developer in accordance with the Development Agreement and this Agreement and any other applicable agreement between the Parties related to property in the PID. Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of PID Projects in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer has sole responsibility of ensuring that all PID Projects are constructed in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. Developer shall, at all time, employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of all PID



Projects to be acquired and accepted by the City from Developer. If any PID Projects are or will be on land owned by the City, the City hereby grants to Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) thereof. Inspection and acceptance of PID Projects will be in accordance with applicable City ordinances and regulations.

3.9 Security for PID Projects. The Developer shall provide or cause to be provided a one (1) year maintenance bond relating to the PID Projects. Nothing in this Agreement shall be deemed to prohibit Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman’s lien and/or judgment nor limit the remedies available to Developer or the City with respect thereto so long as such delay in performance shall not subject the PID Projects to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the PID Projects is contested, Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed one hundred percent (100%) of the disputed amount.

3.10 Ownership and Transfer of PID Projects. The Developer shall furnish to the City a preliminary title report for land related to the PID Projects to be acquired and accepted by the City from Developer and not previously dedicated or otherwise conveyed to the City. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the common use and enjoyment subscribed to such PID Projects. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable PID Projects until Developer has cured the objections to the reasonable satisfaction of the City.

SECTION 4.  
ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earliest to occur of: (i) the Maturity Date, (ii) the date on which the Reimbursement Agreement Balance is paid in full, or (iii) the date on which the PID Bonds are fully retired.

4.2 No Competitive Bidding. Construction of the PID Projects shall not require competitive bidding pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor.

4.3 Independent Contractor. In performing this Agreement, Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) business days’ prior written notice to Developer, to review all books and records of Developer pertaining to costs and expenses incurred by Developer with respect to any of the PID Projects. For a period of two (2) years after completion of the PID Projects, books shall be

maintained in accordance with customary real estate accounting principles.

#### 4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (a) Developer has the authority to enter into and perform its obligations under this Agreement; (b) Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (c) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (d) this Agreement is binding upon Developer in accordance with its terms; (e) the Developer is current on all taxes, assessments, fees and obligations to the City; (f) the Developer is not in default under the Development Agreement or any other agreement with the City related to the PID; and (g) the execution of this Agreement and the performance by Developer of its obligations under this Agreement do not constitute a breach or event of default by Developer under any other agreement, instrument, or order to which Developer is a party or by which Developer is bound.

4.5.2 The City represents and warrants to Developer that: (a) the City has the authority to enter into and perform its obligations under this Agreement; (b) the person executing this Agreement on behalf of the City has been duly authorized to do so; (c) this Agreement is binding upon the City in accordance with its terms; and (d) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

#### 4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” If a Failure is monetary, the non-performing Party shall have ten (10) business days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure. However, if the non-monetary Failure is of such a nature that it cannot reasonably be expect to be cured within thirty (30) days, then the Party who failed to perform shall have such time as is necessary to cure the default, so long as the failing Party commences the cure within thirty (30) days and diligently pursues such cure to completion.

4.6.2 If Developer is in Default, the City shall have available all remedies at law or in equity; provided, however, no default by Developer shall entitle the City to terminate this Agreement, cease collection of the Assessments and deposit of the Assessment Revenues, or to withhold properly due payments to Developer from the PID Reimbursement Fund or the PID Project Fund in accordance with this Agreement and the Bond Indenture or on deposit in the PID Reimbursement Fund.

4.6.3 Subject to Section 3.7, if the City is in Default, Developer shall have available all remedies at law or in equity; provided, however, that no Default by the City shall entitle Developer to terminate this Agreement and that any financial obligation of the City will only be payable from monies available under the Bond Indenture or under this Agreement.

4.7 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against Developer or any other person or entity involved in the design, construction, or installation of the PID Projects. The obligations of Developer hereunder shall be those of a Party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City’s or Developer’s rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.8 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Wharton County, Texas.

4.9 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (a) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (b) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City: City of Wharton, Texas  
Attn: Joseph R. Pace, City Manager  
120 E. Caney St.  
Wharton, TX 77488

With a copy to: City of Wharton, Texas  
Attn: City Attorney  
120 E. Caney St.  
Wharton, TX 77488

To Developer: Wharton 55, LLC  
Attn: Brian Jarrard  
5005 Riverway Dr., Suite 210  
Houston, TX 77056

With a copy to: John G. Cannon  
Coats Rose, P.C.  
9 Greenway Plaza, Suite 1000  
Houston, TX 77046

Any Party may change its address by delivering notice of the change in accordance with this section.

4.10 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and

intent of the Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.11 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.12 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.13 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and Developer, any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and Developer.

4.14 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.15 Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Developer shall repay the amount of any Reimbursement Payment or other funds received by Developer from City from the date of this Agreement to the date of such violation within 120 days after the date Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

4.16 Boycott Israel. Developer verifies that the Developer (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Developer) does not Boycott Israel and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

4.17 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. As of the Effective Date, the Developer represents that, to the extent this Agreement constitutes a "governmental contract" within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required or permitted by or under applicable federal law, neither Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 (as enacted by Acts 2017, 85th Leg., ch. 96, Senate Bill 253) or 2252.153 of the Texas Government Code.

4.18. Verifications Pursuant to Chapter 2274, Texas Government Code. (a) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott

energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Developer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(b) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Developer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions, ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association, (b) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or

propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

4.19 Form 1295. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission’s electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

4.20 Assignment. The Developer may, in its sole discretion, assign this Agreement with respect to all or part of the property within the PID from time to time to any party in connection with the sale of the property within the PID or any portion thereof so long as the assigned rights and obligations are assumed without modifications to this Agreement. The Developer shall provide the City thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, the Developer shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part of the property within the PID so assigned.

*[Execution pages follow.]*

**CITY:**

CITY OF WHARTON, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Secretary

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**DEVELOPER:**

WHARTON 55, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit A****FORM OF CERTIFICATE FOR PAYMENT**

The undersigned is an agent of Wharton 55, LLC, a Texas limited liability company (“Developer”), and requests payment from the City of Wharton, Texas (the “City”) out of the [*PID Project Fund (as defined in the Bond Indenture) / PID Reimbursement Fund*] in the amount of \$\_\_\_\_\_ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain PID Projects providing a special benefit to property within the City of Wharton Public Improvement District No. \_\_. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the City of Wharton Public Improvement District No. \_\_ Reimbursement Agreement, effective \_\_\_\_\_ (the “Reimbursement Agreement”). In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Certificate for Payment Form on behalf of Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed below is a true and accurate representation of the PID Project Costs associated with the creation, acquisition, or construction of said PID Projects and such costs: (a) are in compliance with the Reimbursement Agreement; and (b) are consistent with the Service and Assessment Plan.
4. Developer is in compliance with the terms and provisions of the Development Agreement, Developer Continuing Disclosure Agreement, Reimbursement Agreement and the Service and Assessment Plan.
5. Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity Developer controls owes, located in the City of Wharton Public Improvement District No. \_\_ and has no outstanding delinquencies for such assessments.
6. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
7. The work with respect to the PID Projects referenced below (or its completed segment, section, or portion thereof) has been completed, and the City has inspected such PID Projects.
8. Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.
9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for PID Project Costs identified may be paid until the work with respect to such PID Project Costs (or

segment) has been completed and the City has accepted such PID Project Costs (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such PID Projects Costs (or segment)

10. The Developer confirms that based on all prior amounts paid to Developer from the PID Reimbursement Fund as of the date of this Certification for Payment and based on the percentage of completion of the PID Project Costs as of the date of this Certification for Payment as verified by the City payment of the amounts requested in this Certification for Payment, taking into account all prior payments for the PID Project Costs and the amount of work related to the PID Project Costs remaining to be completed as of the date of this Certification for Payment will not cause the amounts on deposit in the PID Reimbursement Fund to fall below the amount necessary to complete the remaining PID Project Costs taking into account the amounts available to the Developer under its private loan, a line of credit and/or any other form acceptable to the City.

**Payments requested are as follows:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment / Wire Instructions

Attached hereto are invoices, cancelled checks, receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "**bills paid**" **affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

[remainder of page left blank intentionally]

**DEVELOPER:**

WHARTON 55, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the PID Projects (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and directs \_\_\_\_\_ to make such payments from the PID Project Fund to Developer or to any person designated by Developer.

**CITY OF WHARTON, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B****FORM OF CLOSING DISBURSEMENT REQUEST**

The undersigned is an agent for Wharton 55, LLC, a Texas limited liability company (“Developer”) and requests payment to Developer (or to the person designated by Developer) from the applicable account of the PID Project Fund from \_\_\_\_\_ (the “Trustee”) in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of City of Wharton Public Improvement District No. \_\_ (the “District”) and costs associated with the issuance of PID Bonds, as follows.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of \_\_\_\_\_ (the “Indenture”) relating to the [\_\_\_\_\_] (the “PID Bonds”).

In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Closing Disbursement Request on behalf of Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the PID Project Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

**DEVELOPER:**

WHARTON 55, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and directs payment to be made from Costs of Issuance Account upon delivery of the PID Bonds.

**CITY OF WHARTON, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF WHARTON  
RESOLUTION NO. 2024 - XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL ENTERING INTO A REIMBURSEMENT AGREEMENT WITH WHARTON 55, LLC, FOR PUBLIC IMPROVEMENT DISTRICT NO. 2 AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** The Wharton City Council wishes to enter into a Reimbursement Agreement with Wharton 55, LLC for Public Improvement District (PID) No. 2; and,

**WHEREAS,** The Wharton City Council will create a Public Improvement District (PID) Reimbursement Fund where all assessments and PID bond proceeds will be deposited into, and all payments to the developer will be paid; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to said agreement.

**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 all documents related to the Reimbursement Agreement with Wharton 55, LLC for Public Improvement District (PID) No. 2.

**Section II.** That this resolution should become effective immediately upon its passage.

**Passed, Approved, and Adopted** this 25<sup>th</sup> day of March 2024.

**CITY OF WHARTON, TEXAS**

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


**ATTEST:**

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



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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council ratifying and adopting the 2024 Wharton County Basic Emergency Plan and authorizing the Mayor to execute all documents related to said plan.
<p>On September 25, 2023, the Wharton County Basic Emergency Management Plan was approved by the Wharton County Commissioners Court to be submitted to the Texas Department of Emergency Management (TDEM) for approval. The preceding Plan was last updated and adopted in February 1996. As in previous years, the current Plan is a collaboration of Wharton County, the City of Wharton, the City of El Campo, and the City of East Bernard to adopt the updated plan. The final draft of the updated Plan was prepared, and the plan was submitted to TDEM for approval. In order to make the approved Plan effective, the Plan needs to be adopted by the participating entities. A resolution is required to approve and adopt the Plan by each participating jurisdiction.</p> <p>Attached is a draft resolution ratifying the approval and adoption of the final Wharton County Basic Emergency Plan.</p> <p>Emergency Management Coordinator Ben Guanajuato will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** March 18, 2024  
**FROM:** Lt. Ben Guanajuato, Emergency Management Coordinator  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** Wharton County Basic Emergency Plan Adoption

---

On September 25, 2023, the Wharton County Basic Emergency Management Plan was approved by the Wharton County Commissioners Court to be submitted to the Texas Department of Emergency Management (TDEM) for approval. The preceding Plan was last updated and adopted in February 1996. As in previous years, the current Plan is a collaboration of Wharton County, the City of Wharton, the City of El Campo, and the City of East Bernard to adopt the updated Plan. The final draft of the updated Plan was prepared, and the Plan was submitted to TDEM for approval. In order to make the approved Plan effective, the Plan needs to be adopted by the participating entities. A resolution is required to approve and adopt the Plan by each participating jurisdiction.

Attached is a draft resolution ratifying the approval and adoption of the final Wharton County Basic Emergency Plan.

If you should have any questions, please contact me at 979-532-3131 ext. 502. Thank You.

# **EMERGENCY MANAGEMENT BASIC PLAN**

**2024**



**WHARTON COUNTY  
CITY OF WHARTON  
CITY OF EL CAMPO  
CITY OF EAST BERNARD**

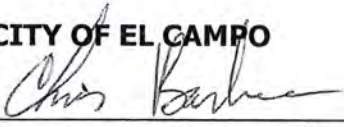
# APPROVAL & IMPLEMENTATION

## The Wharton County Basic Emergency Management Plan


This emergency management plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

**WHARTON COUNTY**  
  
\_\_\_\_\_  
Phillip Spenrath, County Judge

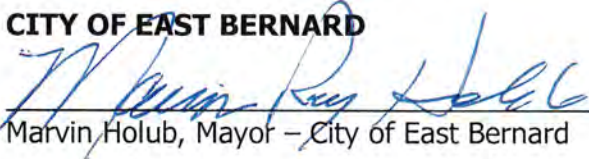
9-25-2023  
Date

**CITY OF EL CAMPO**  
  
\_\_\_\_\_  
Chris Barbee, Mayor – City of El Campo

9/11/2023  
Date

**CITY OF WHARTON**  
  
\_\_\_\_\_  
Tim Barker, Mayor – City of Wharton

9/12/2023  
Date

**CITY OF EAST BERNARD**  
  
\_\_\_\_\_  
Marvin Holub, Mayor – City of East Bernard

9/12/2023  
Date

# RECORD OF CHANGES

## Basic Plan

<b>Change #</b>	<b>Date of Change</b>	<b>Description</b>	<b>Changed By</b>
<b>1</b>	<b>07/18/2023</b>	<b>COVER UPDATED</b>	<b>R. McDOUGALL</b>
<b>2</b>	<b>07/18/2023</b>	<b>UPDATED SIGNATURE PAGE</b>	<b>R. McDOUGALL</b>
<b>3</b>	<b>07/18/2023</b>	<b>ACRONYMS NRP TO NRF</b>	<b>R. McDOUGALL</b>
<b>4</b>	<b>07/18/2023</b>	<b>CHANGE NRP TO NRF THROUGHOUT DOCUMENT</b>	<b>R. McDOUGALL</b>
<b>5</b>	<b>07/18/2023</b>	<b>UPDATE HAZARD SUMMARY</b>	<b>R. McDOUGALL</b>
<b>6</b>	<b>07/18/2023</b>	<b>UPDATE RACES INFORMATION</b>	<b>R. McDOUGALL</b>
<b>7</b>	<b>07/18/2023</b>	<b>UPDATE TEAM RUBICON INFORMATION</b>	<b>R. McDOUGALL</b>
<b>8</b>	<b>07/18/2023</b>	<b>UPDATE ORGANIZATIONAL CHART</b>	<b>R. McDOUGALL</b>
<b>9</b>	<b>07/18/2023</b>	<b>UPDATE FUNCTIONAL RESPONSIBILITIES</b>	<b>R. McDOUGALL</b>
<b>10</b>	<b>07/18/2023</b>	<b>UPDATE ANNEX ASSIGNMENTS</b>	<b>R. McDOUGALL</b>

## TABLE OF CONTENTS

### BASIC PLAN

I.	AUTHORITY .....	1
	A. Federal .....	1
	B. State .....	1
	C. Local.....	1
II.	PURPOSE .....	2
III.	EXPLANATION OF TERMS .....	2
	A. Acronyms.....	2
	B. Definitions.....	4
IV.	SITUATION AND ASSUMPTIONS .....	6
	A. Situation .....	6
	B. Assumptions.....	7
V.	CONCEPT OF OPERATIONS .....	8
	A. Objectives.....	8
	B. General .....	8
	C. Operational Guidance.....	9
	D. Incident Command System (ICS).....	10
	E. ICS - EOC Interface.....	11
	F. Emergency Authorities .....	12
	G. Actions by Phases of Emergency Management .....	13
VI.	ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.....	14
	A. Organization.....	14
	B. Assignment of Responsibilities .....	15
VII.	DIRECTION AND CONTROL .....	25
	A. General .....	25
	B. Emergency Facilities.....	26
	C. Line of Succession .....	27
VIII.	READINESS LEVELS .....	27
IX.	ADMINISTRATION AND SUPPORT .....	29
	A. Agreements and Contracts.....	29
	B. Reports & Records .....	30
	C. Consumer Protection.....	31
	D. Preservation of Records.....	31
	E. Post-Incident and Exercise Review.....	30

X. PLAN DEVELOPMENT AND MAINTENANCE ..... 32

    A. Plan Development..... 32

    B. Distribution of Planning Documents ..... 32

    C. Review..... 32

    D. Update..... 32

**ATTACHMENTS**

Attachment 1: Distribution List..... 1-1

Attachment 2: References ..... 2-1

Attachment 3: Organization for Emergency Management ..... 3-1

Attachment 4: Emergency Management Functional Responsibilities..... 4-1

Attachment 5: Annex Assignments ..... 5-1

Attachment 6: Summary of Agreements & Contracts ..... 6-1

Attachment 7: Incident Command System Summary ..... 7-2

**ANNEXES** (distributed under separate cover)

Annex A – Warning ..... A-1

Annex B – Communications ..... B-1

Annex C – Shelter & Mass Care..... C-1

Annex D – Radiological Protection ..... D-1

Annex E – Evacuation ..... E-1

Annex F – Firefighting ..... F-1

Annex G – Law Enforcement..... G-1

Annex H – Health & Medical Services ..... H-1

Annex I – Public Information ..... I-1

Annex J – Recovery ..... J-1

Annex K – Public Works & Engineering ..... K-1

Annex L – Energy & Utilities ..... L-1

Annex M – Resource Management ..... M-1

Annex N – Direction & Control ..... N-1

Annex O – Human Services ..... O-1

Annex P – Hazard Mitigation..... P-1

Annex Q – Hazardous Materials & Oil Spill Response..... Q-1

Annex R – Search & Rescue ..... R-1

Annex S – Transportation ..... S-1

Annex T – Donations Management..... T-1

Annex U – Legal ..... U-1

Annex V – Terrorist Incident Response..... V-1

# BASIC PLAN

## I. AUTHORITY

### A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Plan
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Plan

### B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

### C. Local

1. Commissioner's Court Order dated February 22, 1999.
2. City of El Campo: City Ordinance #1988-09, dated July 26, 1988.
3. City of Wharton: City Ordinance 1987-25, dated July 27, 1987.
4. Joint Resolution: City of Wharton #1996-10, dated February 26, 1996.
5. Joint Resolution: City of El Campo, dated August 8, 1988.
6. Inter-local Agreements & Contracts. See the summary in Attachment 6.



**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND ADOPTING THE 2024 WHARTON COUNTY BASIC EMERGENCY PLAN AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID PLAN.**

**WHEREAS,** The City of Wharton finds vulnerability to many potential hazards that are shared by residents of the City of Wharton and Wharton County; and,

**WHEREAS,** The City of Wharton and Wharton County find it in the best interest of its residents to combine resources of the City and the County by having a Wharton County Basic Emergency Plan; and,

**WHEREAS,** The Wharton City Council wishes to ratify and adopt the 2024 Wharton County Basic Emergency Plan; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor to execute all documents related to said.

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

**Section I.** The Wharton City Council hereby ratifies and adopts the 2024 Wharton County Basic Emergency Plan for the City of Wharton.

**Section II.** The Wharton City Council hereby authorizes the Mayor to execute all documents related to said.

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

**Passed, Approved, and Adopted** this 25<sup>th</sup> day of March 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of one (1) PowerPro2, stair chair, LifePak15, and PowerPro-ProCare from Stryker Medical for the Emergency Medical Services Department and authorizing the City Manager of the City of Wharton to execute all documents related to the said purchase.
<p>Attached is a memorandum from EMS Director Christy Gonzales regarding the purchase of one (1) PowerPro2, stair chair, LifePak15, and PowerPro-ProCare from Stryker Medical.</p> <p>Also attached is the quote in the amount of \$106,635.41.</p> <p>Ms. Gonzales will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			

City of Wharton  
**EMERGENCY MEDICAL SERVICES**  
2010 N. Fulton  
WHARTON, TEXAS 77488

Item-6.

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**INTERDEPARTMENTAL MEMO**

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**DATE:** MARCH 12, 2024  
**TO:** JOSEPH R. PACE, CITY MANAGER  
**FROM:** CHRISTY GONZALES, EMS DIRECTOR  
**RE:** STRYKER MEDICAL – POWER PRO 2, STAIR CHAIR, AND LIFEPAK 15 PURCHASE

---

Mr. Pace,

Attached is a quote provided by Stryker Medical for one (1) PowerPro2, Stair Chair, LifePak 15, and PowerPro—ProCare. The total amount of the quote is \$106,635.41. The equipment purchased will outfit our sixth ambulance. I ask if we can place this on the Council's next agenda for their review. Should you have any questions, please feel free to call.

Thank you,

*Christy Gonzales*

Christy Gonzales, Director WEMS



**PowerPro 2, Chair, and Lifepak 15**

Quote Number: 10886227

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: WHARTON CITY EMS

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 03/12/2024

Expiration Date: 06/10/2024

Contract Start: 03/12/2024

Contract End: 03/11/2025

**Delivery Address**

**Sold To - Shipping**

**Bill To Account**

Name: WHARTON CITY EMS

Name: WHARTON CITY EMS

Name: CITY OF WHARTON

Account #: 20006887

Account #: 20006887

Account #: 20128430

Address: 2010 N FULTON ST

Address: 2010 N FULTON ST

Address: 120 E CANEY ST

WHARTON

WHARTON

WHARTON

Texas 77488-2823

Texas 77488-2823

Texas 77488-5006

**Equipment Products:**

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	1	\$1,404.90	\$1,404.90
2.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	PCE	1	\$981.90	\$981.90
3.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	1	\$32.40	\$32.40
4.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	\$33,516.00	\$33,516.00
5.0	6252000000	Stair-PRO Model 6252	PCE	1	\$4,511.68	\$4,511.68
5.1	6252009001	Stair-Pro Operations Manual	PCE		\$0.00	\$0.00
5.2	6250001162	In-Service Video (DVD)	PCE		\$0.00	\$0.00
5.3	6252026000	Common Components	PCE		\$0.00	\$0.00
5.4	6250021000	2 Piece ABS Panel Seat	PCE		\$0.00	\$0.00
5.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)	PCE		\$0.00	\$0.00
5.6	6252022000	Main Frame Assy Option	PCE		\$0.00	\$0.00
5.7	6250024000	Standard Length Lower LiftHandles	PCE		\$0.00	\$0.00
5.8	6252027000	Footrest Option	PCE		\$375.36	\$375.36
5.9	6252024000	No IV Clip Option	PCE		\$0.00	\$0.00
6.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	1	\$38,693.70	\$38,693.70



### PowerPro 2, Chair, and Lifepak 15

Quote Number: 10886227

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308  
Chicago, IL 60673-3308

Prepared For: WHARTON CITY EMS

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 03/12/2024

Expiration Date: 06/10/2024

Contract Start: 03/12/2024

Contract End: 03/11/2025

#	Product	Description	U/M	Qty	Sell Price	Total
7.0	41577-000288	LP15 ACCRY SHIPKIT,AHA,S	PCE	1	\$0.00	\$0.00
8.0	11577-000004	Station Battery Charger - For the LP15	PCE	1	\$2,161.55	\$2,161.55
9.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	4	\$530.40	\$2,121.60
10.0	11996-000323	Masimo RED LNC?? Patient Cable, 4 FT. For use with LNCs Patient Sensors.	PCE	1	\$241.40	\$241.40
11.0	11171-000017	Masimo LNCS DCI, Adult SpO2 only Reusable Sensor. For use with LNC Patient Cable.	PCE	1	\$381.65	\$381.65
12.0	11171-000032	Masimo Rainbow DCI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	PCE	1	\$1,192.55	\$1,192.55
13.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	1	\$80.75	\$80.75
14.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$25.50	\$25.50
15.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$28.90	\$28.90
16.0	11160-000015	NIBP Cuff-Reusable, Adult	PCE	1	\$34.85	\$34.85
17.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$39.95	\$39.95
18.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$56.95	\$56.95
19.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$378.25	\$378.25
20.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$68.00	\$68.00
21.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$96.90	\$96.90
22.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$0.00	\$0.00
24.0	21330-001365	Test load (for use with QUICK COMBO therapy cable)	PCE	1	\$0.00	\$0.00
<b>Equipment Total:</b>						<b>\$86,424.75</b>

**Trade In Credit:**

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

**ProCare Products:**



**PowerPro 2, Chair, and Lifepak 15**

Quote Number: 10886227

Remit to: **Stryker Medical**

Version: 1  
 Prepared For: WHARTON CITY EMS  
 Attn:

P.O. Box 93308  
 Chicago, IL 60673-3308  
 Rep: Tim Garza  
 Email: tim.garza@stryker.com  
 Phone Number:

Quote Date: 03/12/2024  
 Expiration Date: 06/10/2024  
 Contract Start: 03/12/2024  
 Contract End: 03/11/2025

#	Product	Description	Qty	Sell Price	Total
25.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 03/13/2024 - 03/12/2029 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service √ Smart Equip. Management	1	\$7,773.25	\$7,773.25
25.2	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 03/13/2024 - 03/12/2030 √ Parts, Labor, Travel √ Preventative Maintenance	1	\$1,647.00	\$1,647.00
25.3	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order 03/13/2024 - 03/12/2028 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	1	\$8,198.88	\$8,198.88
<b>ProCare Total:</b>					<b>\$17,619.13</b>

**Data Solutions:**

#	Product	Description	Qty	Sell Price	Total
23.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	1	\$1,314.10	\$1,314.10
<b>Data Solutions Total:</b>					<b>\$1,314.10</b>

**Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,277.43
<b>Grand Total:</b>	<b>\$106,635.41</b>

Prices: In effect for 30 days

Terms: Net 30 Days



### PowerPro 2, Chair, and Lifepak 15

Quote Number: 10886227

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: WHARTON CITY EMS

Rep: Tim Garza

Attn:

Email: [tim.garza@stryker.com](mailto:tim.garza@stryker.com)

Phone Number:

Quote Date: 03/12/2024

Expiration Date: 06/10/2024

Contract Start: 03/12/2024

Contract End: 03/11/2025

**Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

PENDING APPROVAL

**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF ONE (1) POWERPRO2, STAIR CHAIR, LIFEPAK15, AND POWERPRO-PROCARE FROM STRYKER MEDICAL FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO THE SAID PURCHASE.**

**WHEREAS,** The Emergency Medical Services Department is in need of one (1) PowerPro2, stair chair, LifePak15, and PowerPro-ProCare to outfit a sixth ambulance; and,

**WHEREAS,** The total cost of the said purchase is in the amount of \$106,635.41; and,

**WHEREAS,** The Wharton City Council wishes to approve the purchase of one (1) PowerPro2, stair chair, LifePak15, and PowerPro-ProCare for the Emergency Medical Services Department in the amount of \$106,635.41; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute all documents related to said purchase.

**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 City Manager to execute all documents related to the purchase of one (1) PowerPro2, stair chair, LifePak15, and PowerPro-ProCare for the Emergency Medical Services Department in the amount of \$106,635.41.

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

**Passed, Approved, and Adopted** this 25th day of March 2024.

**CITY OF WHARTON, TEXAS**

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


**ATTEST:**

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



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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control from Boundtree Medical for the Emergency Medical Services Department and authorizing the City Manager of the City of Wharton to execute all documents related to the said purchase.
<p>Attached is a memorandum from EMS Director Christy Gonzales regarding the purchase of one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control.</p> <p>Also attached is the quote in the amount of \$5,826.16.</p> <p>Ms. Gonzales will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			

City of Wharton  
**EMERGENCY MEDICAL SERVICES**  
2010 N. Fulton  
WHARTON, TEXAS 77488

Item-7.

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**INTERDEPARTMENTAL MEMO**

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**DATE:** MARCH 12, 2024  
**TO:** JOSEPH R. PACE, CITY MANAGER  
**FROM:** CHRISTY GONZALES, EMS DIRECTOR  
**RE:** BOUND TREE MEDICAL – PARAPAC VENTILATOR PURCHASE

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Mr. Pace,

Attached is a quote provided by BoundTree Medical for one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control. The total amount of the quote is \$5,826.16. I ask if we can place this on the Council's next agenda for their review. Should you have any questions, please feel free to call.

Thank you,

*Christy Gonzales*

Christy Gonzales, Director WEMS



**Quotation**

Quotation#:03122024

03/12/2024

**Account Number: 106233-SHIP001**

**BILL-TO**

CITY OF WHARTON EMS  
120 E CANEY ST  
WHARTON, TX 77488-5006

Ship Method: NO FRT  
Payment Terms: NET 30

**SHIP-TO**

CITY OF WHARTON EMS  
2010 N FULTON ST  
WHARTON, TX 77488-2823

Contact Name: Christy Gonzales  
Phone Number:  
Email: [cgonzales@whartonems.com](mailto:cgonzales@whartonems.com)

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
2421-31001	1/EA	*DS ONLY* ParaPAC Plus with PEEP, CPAP and Manual Control	1	\$ 5,826.16	\$5,826.16	06/30/2024

**Quote Total \$5,826.16**

Comments:

**Craig Gray**

Boundtree | Account Manager Texas Gulf Coast Region  
5000 Tuttle Crossing Blvd | Dublin, OH 43016  
Phone: 832 385 8440 | Fax: 877 349 2173  
[craig.gray@boundtree.com](mailto:craig.gray@boundtree.com)

Sales tax will be applied to customers who are not exempt.  
Shipping charges will be prepaid and added to the invoice unless otherwise stated.  
This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com), login and add to your shopping cart  
or call (800) 533-0523  
fax (800) 257-5713

**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF ONE (1) PARAPAC PLUS WITH PEEP, CPAP, AND MANUAL CONTROL FROM BOUNDTREE MEDICAL FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO THE SAID PURCHASE.**

**WHEREAS,** The Emergency Medical Services Department is in need of one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control; and,

**WHEREAS,** The total cost of one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control is \$5,826.16; and,

**WHEREAS,** The Wharton City Council wishes to approve the purchase of one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control for the Emergency Medical Services Department in the amount of \$5,826.16; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute all documents related to said purchase.

**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 City Manager to execute all documents related to the purchase of one (1) ParaPAC Plus with PEEP, CPAP, and Manual Control for the Emergency Medical Services Department in the amount of \$5,826.16.

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

**Passed, Approved, and Adopted** this 25th day of March 2024.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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


## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the repairs at the City of Wharton Swimming Pool and authorizing the Mayor of the City of Wharton to execute all documents related to said repairs.
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The pipe flanges at the City of Wharton Swimming Pool are severely leaking in the pump house and causing a damp environment along with the corrosive chlorine water rusting out different components in the pump room. The City Staff received one (1) quote from Progressive Commercial Aquatics, LLC, in the amount of \$5,200.00. Progressive Commercial Aquatics, LLC, is a member of the Buyboard Cooperative Purchasing Program.

Attached are the quote, photos, and draft resolution.

Public Works Director Roderick Semien will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, March 21, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton  
Public Works Department  
1005 E. Milam Street ° Wharton, TX  
77488  
Phone (979) 532-2491 ext. 801 ° Fax  
(979) 531-1744

## MEMORANDUM

**Date:** March 4, 2024  
**To:** Mr. Joseph R. Pace, City Manager  
**From:** Roderick Semien, Public Works Director  
**Re:** City of Wharton Swimming Pool – Leaking Flanges

Attached, please find pictures and a bid to repair pipe flanges that are severely leaking in the pump house at the City of Wharton’s public pool. The leak is causing a damp environment in the pump house and the corrosive chlorine in the water is rusting out the different components in the room. I recommend the vendor below. This business is affiliated with Buyboard.

Progressive Commercial Aquatics, LLC \$5,200.00

I would like this placed on the City Council agenda for March 25, 2024.

If you have any questions, please contact me at 979-532-2491 Ext. 800.

Thank you.

# Progressive Commercial Aquatics, LLC

# Quote



2510 Farrell Rd  
Houston TX 77073  
281-982-0212

**Quote #:** Q6894  
**Date:** 2/27/2024  
**Shipping Method:**  
**Salesperson:** Erica  
**Exp Date:** 3/27/2024

### Bill To

City of Wharton (WHARTO)  
Flange Repair  
120 E Caney St  
BUY BOARD 701-23  
Wharton TX 11488

### Ship To

City of Wharton (WHARTO)  
Flange Repair  
2401 Jr College Blvd. (physcia)  
120 E Caney St (mailing/bill)  
Wharton TX 77488  
979-532-2491

Item	Description	Qty	UOM	Unit Price	Tax	Total
NONSTOCK	Repair & Re-Plumb of 2 sets of flanges	1	EA	\$5,200.00	\$0.00	\$5,200.00

TX \$0.00  
Whartn \$0.00  
HMTA \$0.00

Total Weight of Items 0 lbs

**Total \$5,200.00**  
**Tax Total \$0.00**  
**Grand Total \$5,200.00**

There will be a 25% restocking fee on all returned items.  
Credit Card Purchases will include a 2% Service Fee  
Due to Material Shortages, Quotes are only valid for 60 days

**Thank you for your business**

### Progressive Commercial Aquatics, LLC

# Quote



2510 Farrell Rd  
Houston TX 77073  
281-982-0212

**Quote #:** Q6894  
**Date:** 2/27/2024  
**Shipping Method:**  
**Salesperson:** Erica  
**Exp Date:** 3/27/2024

**Bill To**

City of Wharton (WHARTO)  
Flange Repair  
120 E Caney St  
BUY BOARD 701-23  
Wharton TX 11488

**Ship To**

City of Wharton (WHARTO)  
Flange Repair  
2401 Jr College Blvd. (physcia  
120 E Caney St (mailing/bill)  
Wharton TX 77488  
979-532-2491

Item	Description	Qty	UOM	Unit Price	Tax	Total
Project to include:						
Replacing 2 qty severely leaking flanges and replumbing manifold.						

TX \$0.00  
Whartn \$0.00  
HMTA \$0.00

**Total Weight of Items 0 lbs**

**Total \$5,200.00**  
**Tax Total \$0.00**  
**Grand Total \$5,200.00**

There will be a 25% restocking fee on all returned items.  
Credit Card Purchases will include a 2% Service Fee  
Due to Material Shortages, Quotes are only valid for 60 days

**Thank you for your business**







**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE REPAIRS AT THE CITY OF WHARTON SWIMMING POOL AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID REPAIRS.**

**WHEREAS,** One (1) quote was received from Progressive Commercial Aquatics, LLC, for the repairs at the City of Wharton Swimming Pool; and,

**WHEREAS,** Said quote is in the amount of \$5,200.00; and,

**WHEREAS,** Progressive Commercial Aquatics, LLC, is a member of the Buyboard Cooperative Purchasing Program; and,

**WHEREAS,** The Wharton City Council wishes to approve said repair at the City of Wharton Swimming Pool with Progressive Commercial Aquatics, LLC, in the amount of \$5,200.00; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to said repairs.

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

**SECTION I.** The Wharton City Council hereby approves said repair at the City of Wharton Swimming Pool with Progressive Commercial Aquatics, LLC, in the amount of \$5,200.00.

**SECTION II.** The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to the repairs at the City of Wharton Swimming Pool.

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

**PASSED AND APPROVED** this 25th day of March 2024.

**CITY OF WHARTON**

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**TIM BARKER**  
Mayor

**ATTEST:**

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**PAULA FAVORS**  
City Secretary


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

# CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing and ratifying the emergency repairs of a 16-inch gate valve on Highway 59 in the City of Wharton Right-of-Way through Ram Rod Utilities, LLC, and authorizing the City Manager of the City of Wharton to execute all documents related to said repairs.
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Attached, you will find the invoice for the repair of a leaking 16-inch gate valve on Highway 59 in the City of Wharton Right-of-Way. The leak was discovered on March 5, 2024, by the Public Works Department, and after assessing the situation, it was determined that the severity of the leak was outside their capability to repair. To minimize water loss and water service interruption to the businesses along the southbound side of Highway 59, it was decided to contact Ram Rod Utilities, LLC, to repair the leak. Ram Rod Utilities, LLC, mobilized and completed the repairs on the 16-inch main line.

Director of Public Works Roderick Semien will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, March 21, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton  
Public Works Department  
1005 E. Milam Street ° Wharton, TX 77488  
Phone (979) 532-2491 ext. 801 ° Fax (979) 531-1744

## MEMORANDUM

**Date:** March 18, 2024  
**To:** Joseph R. Pace, City Manager  
**From:** Roderick Semien, Director of Public Works  
**Subject:** Emergency Repairs on 16-inch Main Gate Valve Leak on Hwy 59

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Attached, please find the invoice to repair a leaking 16-inch Gate Valve near a fire hydrant in the Hwy 59 City Right-of-Way. The leak was discovered on March 5, 2024, by the Water Department. After assessing the situation, it was determined that the severity of the leak was outside their capability to repair. To minimize water loss and water service interruption to the businesses along the southbound of Hwy 59, it was decided to contact Ram Rod Utilities, LLC, to repair the leak. Ram Rod Utilities mobilized on the following Tuesday night, at 9:00 p.m., to complete the repairs on the 16-inch Main.

Please place this on the City Council agenda for March 25, 2024, for ratification.

If you have any questions, please contact me at 979-532-2491 Ext. 800. Thank you.



# Ram Rod Utilities, LLC

26119 Interstate 45 N. STE #215  
 Spring, TX 77380  
 832-418-7951

## Invoice # 196

Date: 3/13/2024

## To : City of Wharton

Location: HWY 59- 16inch leak

### Net 30

Item No.	UNIT	Item Description	QTY	Unit Price	Total
1	LS	Mobilization	1	\$ 1,200.00	\$ 1,200.00
2	EA	16-inch water main/Valve repair	1	\$ 7,000.00	\$ 7,000.00
4	LS	Break-out of concrete trust blocks	1	\$ 500.00	\$ 500.00
5	LS	Removal of exisitng FH & Tee	0	\$ 500.00	\$ -
6	LS	After Hour Shift	1	\$ 650.00	\$ 650.00
					\$ -
					\$ -
<b>Subtotal</b>					<b>\$ 9,350.00</b>
<b>Tax Rate</b>					0%
<b>Total Cost</b>					<b>\$ 9,350.00</b>

If you have any questions concerning this quote, use of the following contact information:  
 Daniel Hernandez, (832) 418-7951, Daniel@ramrodutilities.com  
 Thank you for your business!

**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING AND RATIFYING THE EMERGENCY REPAIRS OF A 16-INCH GATE VALVE ON HIGHWAY 59 IN THE CITY OF WHARTON RIGHT-OF-WAY THROUGH RAM ROD UTILITIES, LLC, AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID REPAIRS.**

**WHEREAS,** Emergency Repairs were needed on a 16-inch gate valve that was leaking on Highway 59 in the City of Wharton Right-of-Way; and,

**WHEREAS,** The City of Wharton engaged the services of Ram Rod Utilities, LLC, to repair the gate valve; and,

**WHEREAS,** The total cost of the repairs was in the amount of \$9,350.00; and,

**WHEREAS,** The Wharton City Council ratifies the emergency repairs through Ram Rod Utilities, LLC, for the 16-inch gate valve on Highway 59 in the City of Wharton Right-of-Way and wishes to authorize the City Manager of the City of Wharton to execute all documents.

**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 City Manager of the City of Wharton to execute all documents related to emergency repairs for the 16-inch gate valve on Highway 59 in the City of Wharton Right-of-Way.

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

**Passed, Approved, and Adopted** this 25th day of March 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a Professional Engineering Services Agreement with Quiddity Engineering, LLC, to develop and submit the Environmental Protection Agency’s (EPA) Lead and Copper Rule Revision (LCRR) to the Texas Commission on Environmental Quality and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
<p>Attached you will find the proposal from Quiddity Engineering, LLC, to assist the City of Wharton with the Environmental Protection Agency’s (EPA) Lead and Copper Rule Revision (LCRR) development and submission to the Texas Commission on Environmental Quality (TCEQ). The service included in the agreement is assisting the City of Wharton in developing and submitting the Initial Lead Service Line Inventory (LSLI). Due to recent changes in the Lead and Copper Rule, the EPA requires an inventory of all lead service lines within the public water system (40 CFR 141.84). The LSLI must be completed and submitted to TCEQ by October 16, 2024.</p> <p>Public Works Director Roderick Semien will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			





City of Wharton  
Public Works Department  
1005 E. Milam Street ° Wharton, TX 77488  
Phone (979) 532-2491 ext. 801 ° Fax (979) 531-1744

## MEMORANDUM

**Date:** March 19, 2024  
**To:** Joseph R. Pace, City Manager  
**From:** Roderick Semien, Director of Public Works  
**Subject:** Proposal for Professional Engineering Services with Quiddity Engineering, LLC, for the Lead and Copper Rule Revisions (LCRR) Initial Lead Service Line Inventory (LSLI).

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Attached please find the proposal from Quiddity Engineering, LLC, to assist the City of Wharton with development and submission of the initial lead service line inventory (LSLI). Due to recent changes of the Lead and Copper Rule, the Environment Protection Agency (EPA) requires an inventory of all lead service lines, within the public water system (40 CFR 141.84). The LSLI must be completed and submitted to the Texas Commission on Environmental Quality (TCEQ) by October 16, 2024.

Please place this on the City Council agenda for March 25, 2024.

If you have any questions, please contact me at 979-532-2491 Ext. 801. Thank you.



1575 Sawdust Road, Suite 400  
The Woodlands, Texas 77380  
Tel: 281.363.4039  
www.quiddity.com

Item-10.

March 7, 2024

City of Wharton  
Mr. Joseph R. Pace  
City Manager  
120 East Caney Street  
Wharton, Texas 77488

Re: Proposal for Support with Lead and Copper Rule Revisions (LCRR)  
Initial Lead Service Line Inventory Task

Dear Mr. Pace:

Quiddity Engineering, LLC (Quiddity) appreciates the opportunity to support the City of Wharton (City) in meeting the requirements included in the Environment Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR). The services included in this proposal consist of assisting the City of Wharton (Wharton or City) with the development and submission of the initial lead service line inventory (or LSLI) to the Texas Commission on Environmental Quality (TCEQ) by the October 16, 2024, deadline.

#### **LCRR LEAD SERVICE LINE INVENTORY PROJECT UNDERSTANDING**

On December 16, 2021, the Environment Protection Agency (EPA) announced new changes to the Lead Copper Rule. Regardless of a public water system's lead levels or known presence of lead service lines, the 2021 EPA Lead and Copper Rule Revisions (LCRR) require all public water systems to develop a lead service line (LSL) inventory. The inventory will identify all services lines within the public water system and classify each service lines' material type as lead, non-lead, galvanized requiring replacement or lead status unknown. Classification for both the public and private sides of the service lines must be included. The inventory and supporting documentation must be submitted to the Texas Commission on Environmental Quality (TCEQ) by October 16, 2024. To assist in classifying the service lines, the following guidance and clarification has been provided by the TCEQ:

- Service lines construction after 1988 can be categorized as Non-Lead. In Texas, the 1986 EPA Lead Ban officially went into effect in 1988. This ban date (post-1988) can be used as a cutoff date to classify a service line as non-lead as long as there is documented evidence of when the service line was installed.

In this initial inventory, the focus is to develop a comprehensive inventory by reviewing various historical documents and records. Field investigations are not required by the LCRR but are encouraged to assess the accuracy of the historical records and gather additional information when a service line material is unknown. It is strongly recommended to minimize the number of unknowns included in the initial inventory since any "Unknown" included will require public notice in compliance with the LCRR. Based on information provided from the City, it is our understanding there is estimated to be approximately 1,500 service lines constructed pre-1988.

City of Wharton  
Page 2  
March 7, 2024

The LCRR also includes requirements for public water systems to prepare a lead service line replacement plan, changes to Lead and Copper sampling, water system reporting, various public notice and education requirements, and the introduction of a new lead trigger level and action steps. Additionally, the EPA recently released the Lead and Copper Rule Improvements (or the LCRI) which includes additional requirements associated with replacing all lead service lines within 10-years following the new LCRI compliance date. At this time, the regulations included in the LCRI have not been finalized but are expected to have an effective date of October 16, 2024, with a compliance date 3-years after the effective date. Services to undertake the additional requirements included in the LCRR, and future LCRI, are not part of this scope of work and will be addressed, if needed or requested by the City, in future proposals.

Wharton has requested Quiddity develop the City's initial LSL inventory and make the formal submission to the TCEQ by the October 16, 2024, deadline. Quiddity has prepared a scope of services which outlines the specific tasks required to complete this work.

## **SCOPE OF SERVICES**

Based on our understanding of the City's water system, the Engineer will perform the following scope of services to complete the City's initial LSL inventory.

### Step 1 – Records Research and Data Composition

- Coordinate with City Staff to gather and review information for all water service lines including approximate construction dates of public and private service lines, pipe material, line size, and location.
- Coordinate with City Staff to gather and review City records including, but not limited to record drawings, GIS database information, work orders, and related documents (water tap data, service line repair records, water meter replacement program information), meter records, customer service inspection records, historical lead sampling data, satellite imagery, and appraisal district property information.
- Coordinate with the commercial and institutional customers to receive historical service line information if available.
- Compile and format all the records required for each service line into the LSL inventory database template.
- Preparation of a records research summary table.
- Preparation of a field verification locations exhibit for the City's review and use by the field investigation team(s). The field verification locations will be based on the service lines in which the material type is unable to be determined using historical records and lead sampling information.

### Step 2 – Field Verifications Process

#### 2a – Field Verifications Coordination

- Develop City's LSL Inventory GIS application layer and enter proposed field investigation locations into GIS for use with the ESRI's Field Maps application (GIS based) to collect required field documentation.



City of Wharton  
Page 3  
March 7, 2024

- Hold a kick-off meeting with the City staff and field team(s) to verify and confirm requirements of investigations and discuss use of ESRI’s Field Maps application.
- Work with the City’s Staff and Attorney to prepare customer access agreements, if required.
- Review and track field investigation data and progress.

2b – Field Investigations

- Initiate field investigation work based on results of Step 1, Step 2a and agreement from City Staff.
- Field investigation documentation will require investigation team(s) to utilize ESRI’s Field Maps application (GIS based) to collect required field documentation at each selected location.

Fees for field investigations are based on an initial estimate of 1,500 locations. The final number, and conditions under which the fieldwork is performed (i.e. requires unexpected excavation), will be determined in Step 1. If more field investigations are required, additional fees may be requested, and Quiddity will request additional work authorization.

Step 3 – LSL Inventory Submittal and Exhibit for Public Use

- Compile and format the field verification data into the LSLI inventory database and update LSL inventory exhibit for public use.
- Finalize the TCEQ LSL inventory form for submission.
- Submit the LSL inventory and certification to the TCEQ and finalize the LSLI exhibit for public use.

Reimbursable Expenses

Reimbursable expenses under this contract will include items such as reproduction costs, delivery charges, mileage, etc.; and will be charged based on actual usage in accordance with the attached Standard Rates.

**DELIVERABLES**

1. Proposed field investigation location list and exhibit for City Staff approval;
2. LSL inventory and certification, submitted to TCEQ, by compliance date; and
3. LSL inventory exhibit (for public use).

**COMPENSATION**

The estimated engineering cost to perform the described scope of work is summarized below:

• Step 1 – Records Research and Data Composition (Hourly)	\$ 12,000
• Step 2a – Field Verifications Coordination (Hourly)	\$ 7,500
• Step 2b – Field Verifications (Variable – Estimated Only)	\$ 55,000 *
• Step 3 – LSL Inventory Submittal and Exhibit (Hourly)	\$ 5,000
• Reimbursable Expenses (Cost + 10%)	\$ 500
<b>ESTIMATED TOTAL</b>	<b>\$ 80,000 **</b>



City of Wharton  
Page 4  
March 7, 2024

Notes:

\* Fees for field investigations are based on an initial estimate of 1,500 locations. The final number, and conditions under which the fieldwork is performed (i.e. requires unexpected excavation), will be determined in Step 1. If more field investigations are required, additional fees may be requested, and Quiddity will request additional work authorization.

\*\*The compensation amount shown is estimated based on the assumed level of effort to support the City with the LCRR. The contract type is hourly based on the attached Rate Schedule. If additional time and compensation is needed, Quiddity will request additional work authorization. The scope of work for the LSL inventory is for the initial preparation and submission of the LSL inventory to comply with the October 16, 2024, deadline and is based on our understanding of the current requirements from the TCEQ and EPA. Additional updates or changes required by the TCEQ or EPA to comply with the LCRR and upcoming LCRI regulations are outside of this scope of work.

We request authorization to proceed with the Scope of Services for a total estimated cost of \$80,000 per the estimated fees above. Engineering services will be billed on an hourly basis unless noted otherwise in accordance with the PSA.

**PROJECT SCHEDULE**

The Engineer will complete the scope of services defined herein according to the following schedule. Note that the dates shown are contingent upon receipt of written notice-to-proceed by the Client and work being initiated by March 2024.

Step 1 – Records Research and Data Composition	60 calendar days
Step 2 – Field Verification Process (includes step 2a and 2b)	150 calendar days*
Step 3 – LSL Inventory Submittal and Exhibit for Public Use	45 calendar days
<hr/>	
<b>TOTAL DURATION</b>	<b>255 calendar days</b>

*\* Field verification duration will depend on the number of sites required to be field verified and the willingness of customers to participate in the field verification process. The number of sites requiring field verification is assumed to be 1,500 but may vary depending on the results of Step 1 and 2a above.*

**SPECIAL CONSIDERATION**

This proposal is based on the following special considerations:

1. This proposal shall be subject to the General Conditions of the Agreement provided in the proposal.
2. Reimbursable expenses including outside services not performed by the Engineer shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. This schedule is subject to revision each year. These services typically include reproduction, mailings, and deliveries.




City of Wharton  
Page 5  
March 7, 2024

- 3. Services requested by the City that are outside the scope of this proposal will be performed for additional compensation under a separate work authorization.
- 4. The Engineer will not be liable for any non-compliance related issues if the Client is unable to fulfill the requirements outlined in the proposal.

**AUTHORIZATION**

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. The proposed compensation amounts shall be considered in their entirety for the scope of services. Should the Client wish to contract with the Engineer for only a portion of the work, the Engineer reserves the right to negotiate individual scope items on their own merits. This proposal shall be valid for thirty (30) calendar days from this date and may be extended upon written approval by the Engineer.

Sincerely,



Matthew B. Breazeale, PE  
Vice President

PDM/

Enclosures

**APPROVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## GENERAL CONDITIONS OF AGREEMENT

### QUIDDITY ENGINEERING, LLC

#### PROCEEDING WITH SERVICES

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC (ENGINEER). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that ENGINEER proceed with ENGINEER's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that ENGINEER proceed with services shall be CLIENT's authorization for ENGINEER to proceed unless stated otherwise in the Agreement.

#### STANDARD OF CARE

ENGINEER's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same discipline, locality, conditions and circumstances as ENGINEER. ENGINEER makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by ENGINEER.

#### PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay ENGINEER for services performed and reimbursable expenses incurred in accordance with ENGINEER's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by ENGINEER on a monthly basis, and the full amount shall be due and payable to ENGINEER upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify ENGINEER in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. The CLIENT shall pay any excise, VAT, gross receipts, or sales tax imposed upon ENGINEER's services.

The CLIENT shall pay ENGINEER the lesser of the highest non-usurious interest rate or 0.75% per month on the due but unpaid balance owed ENGINEER beginning thirty (30) days from receipt of the respective invoices. Payment thereafter shall be first applied to accrued interest and then to principal.

#### CLIENT INFORMATION

ENGINEER shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

#### OWNERSHIP OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the Project and ENGINEER shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by ENGINEER for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to ENGINEER, and the CLIENT shall

indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

#### COST ESTIMATES

Cost estimates prepared by ENGINEER represent its judgment as a design professional familiar with the construction industry. The CLIENT recognizes, however, that ENGINEER has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining prices; or over competitive bidding or market conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or any cost estimates prepared by ENGINEER.

#### CONSTRUCTION PHASE SERVICES

When providing any services during the construction phase, ENGINEER shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work, nor shall it be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Documents.

#### INSURANCE

ENGINEER agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

#### CONSEQUENTIAL DAMAGES

***TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF THE PROJECT AND LOSS OF PROFIT, INCURRED BY EITHER PARTY ALLEGEDLY DUE TO THE FAULT OF THE OTHER REGARDLESS OF THE NATURE OF THE FAULT.***

#### LIMITATION OF LIABILITY

***The CLIENT and ENGINEER, having balanced their respective risks and rewards to be realized under this Agreement, agree that the total liability of ENGINEER to CLIENT for any Loss, as defined below, whether arising under this Agreement, any services provided or the project shall not exceed in the aggregate the total professional fee paid to ENGINEER. The CLIENT waives any and all Loss and claims for Loss against ENGINEER in excess of such limitation. CLIENT further waives all claims for Loss against the individual owners, shareholders, or employees of ENGINEER and shall look solely to ENGINEER for satisfaction of any such claims of Loss.***

***THE TERM "LOSS" MEANS ANY AND ALL ACTUAL AND ALLEGED LOSS, COSTS AND DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION, ACTUAL, SPECIAL AND CONSEQUENTIAL DAMAGES, VICARIOUS LIABILITY, PERSONAL INJURY, DEATH, PROPERTY DAMAGE***

**GENERAL CONDITIONS OF AGREEMENT**  
**QUIDDITY ENGINEERING, LLC**

*INCLUDING LOSS OF USE THEREOF, AND ECONOMIC LOSS); AND ANY EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S AND EXPERTS' FEES AND COSTS OF LITIGATION AND DEFENSE) CLAIMED THROUGH ANY DIRECT CLAIMS, CROSS-CLAIMS, COUNTERCLAIMS OR CLAIMS FOR SUBROGATION, CONTRIBUTION OR INDEMNITY THAT ARISE, IN WHOLE OR IN PART, IN CONNECTION WITH THIS AGREEMENT, ITS PERFORMANCE OR INTERPRETATION OR WITH RESPECT TO THE PROJECT OR SERVICES THE AGREEMENT DESCRIBES.*

**INDEMNIFICATION**

*THE CLIENT AND ENGINEER INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE ENGINEER OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY ANOTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. ANY SUCH INDEMNITY, DEFENSE, HOLD HARMLESS, RELEASE OBLIGATIONS OR WAIVER PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.*

**TERMINATION**

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of ENGINEER's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay ENGINEER for all serves performed and reimbursable expenses incurred through the date of termination.

**ADDITIONAL TERMS**

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or ENGINEER.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.



**SCHEDULE OF HOURLY RATES**  
Effective January 2021 - Subject to Annual Revision

**ENGINEERING PERSONNEL**

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

**ELECTRICAL ENGINEERING PERSONNEL**

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

**CONSTRUCTION PERSONNEL (Includes Mileage)**

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

**SPECIALIST**

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

**PLANNING PERSONNEL**

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

**DESIGNERS/DRAFTING PERSONNEL**

CAD Operator I	\$ 60
CAD Operator II	\$ 85
CAD Operator III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

**SURVEYING PERSONNEL**

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Certified Photogrammetrist	\$140
Remote Pilot I	\$ 85
Remote Pilot II	\$115
Remote Pilot III	\$150
Visual Observer	\$ 85
LiDAR Tech	\$ 95
Aerial Tech	\$ 80
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

**OFFICE PERSONNEL**

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100

**SCHEDULE OF REIMBURSABLE EXPENSES**

Effective January 2019  
Subject to Annual Revision

1.      Reproduction performed in office

<u>Size</u>	<u>Black &amp; White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$ .50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$ .75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black &amp; White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes                                  \$5.00/sheet (plus above sq. ft. cost)

2.      Transportation (mileage):                      Standard IRS mileage rate in effect
3.      Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4.      Surveying Expenses
  - a.   Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b.   Special Rental Equipment: Cost, plus 10%
  - c.   Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
  - d.   Iron Rods and Pipes: Cost, plus 10%
  - e.   All-Terrain Vehicle (ATV): \$150/day
  - f.   Overnight Stays: \$190/night
  - g.   Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h.   Sales Tax: To be paid on boundary-related services.
  - i.   Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2022  
Standard

**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH QUIDDITY ENGINEERING, LLC, TO DEVELOP AND SUBMIT THE ENVIRONMENTAL PROTECTION AGENCY’S (EPA) LEAD AND COPPER RULE REVISION (LCRR) TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** The Wharton City Council wishes to engage the services of Quiddity Engineering, LLC, to provide professional engineering services for the development and submission of the Environmental Protection Agency’s (EPA) Lead and Copper Rule Revision (LCRR) to the Texas Commission on Environmental Quality (TCEQ); and,

**WHEREAS,** Quiddity Engineering, LLC, wishes to provide said services for the development and submission of the Environmental Protection Agency’s (EPA) Lead and Copper Rule Revision (LCRR) to the Texas Commission on Environmental Quality (TCEQ) ; and,

**WHEREAS,** The City of Wharton and Quiddity Engineering, LLC, wishes to be bound by the conditions of said Professional Engineering Services Agreement; and,

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

**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 a Professional Engineering Services Agreement with Quiddity Engineering, LLC, for the development and submission of the Environmental Protection Agency’s (EPA) Lead and Copper Rule Revision (LCRR) to the Texas Commission on Environmental Quality (TCEQ).

**Section II.** The City of Wharton and Quiddity Engineering, LLC, are hereby bound by the conditions as set forth in the agreement.

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

**Passed, Approved, and Adopted** this 25th day of March 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a Professional Engineering Services Agreement with Quiddity Engineering, LLC, to submit the City of Wharton Wastewater Treatment Plant No. 1 Application for Renewal of Permit WQ0010381001 to the Texas Commission on Environmental Quality and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
<p>The City of Wharton’s permit for the operation of Wastewater Treatment Plant No. 1 will expire on February 26, 2025. The renewal permit application must be submitted for review no later than August 30, 2024, which is 180 calendar days prior to the permit expiration date.</p> <p>Attached is a resolution and agreement authorizing the Mayor to submit the application on the City’s behalf. Quiddity Engineering, LLC, was engaged by the City to prepare the application.</p> <p>Public Works Director Roderick Semien will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton  
Public Works Department  
1005 E. Milam Street ° Wharton, TX 77488  
Phone (979) 532-2491 ext. 801 ° Fax (979) 531-1744

## MEMORANDUM

**Date:** March 14, 2024  
**To:** Joseph R. Pace, City Manager  
**From:** Roderick Semien, Public Works Director  
**Subject:** Proposal for Professional Engineering Services with Quiddity Engineering, LLC for the TPDES Permit Renewal Application for Wastewater Treatment Plant No. 1

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Attached, please find the proposal from Quiddity Engineering, LLC, to conduct the preparation of the application and coordination with TCEQ on the permit renewal, which expires on February 26, 2025, for the City of Wharton Wastewater Treatment Plant No. 1. The permit renewal application is to be submitted to TCEQ no later than August 30, 2024. Quiddity Engineering, LLC has completed permit renewals on behalf of the City of Wharton in years past.

Please place this on the City Council agenda for March 25, 2024.

If you have any questions, please contact me at 979-532-2491 Ext. 801. Thank you.

March 7, 2024

City of Wharton  
Mr. Joseph R. Pace  
City Manager  
120 East Caney Street  
Wharton, Texas 77488

Re: Proposal for WWTP No. 1 TPDES Permit Renewal 2024

Dear Mr. Pace:

Quiddity Engineering, LLC (Quiddity) appreciates the opportunity to support the City of Wharton (City) in meeting the requirements included in the Texas Commission on Environmental Quality's (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) permit renewal for WWTP No. 1. The services included in this proposal consist of preparing the permit application and coordinating with the TCEQ on permit approval.

### PROJECT UNDERSTANDING

The City of Wharton (City) owns and operates a 1.50 million gallons per day (MGD) Wastewater Treatment Plant (WWTP), referred to as WWTP No. 1, that is located at 900 County Road 188 in Wharton County, Texas 77488. The WWTP permitted through the Texas Pollutant Discharge Elimination System (TPDES) by the Texas Commission on Environmental Quality (TCEQ) under Permit Number WQ0010381001, expires on February 26, 2025.

The Engineer understands the City intends to renew TPDES Permit Number WQ0010381001, with the assumption no changes are required to the current plant phase of 1.5 MGD. The TCEQ requires this permit renewal application be submitted for review no later than August 30, 2024, which is 180-calendar days prior to the permit expiration date. The renewal will include the following scope of service.

### SCOPE OF SERVICES

Based on our understanding of the TCEQ's permit renewal application process, the Engineer will perform the following scope of services.

#### TPDES Permit Application

- Complete the TPDES permit renewal application including Administrative Report 1.0, Supplemental Permit Information Form (SPIF), Technical Report 1.0, Technical Report 2.0, Technical Report 4.0, Technical Report 5.0, Technical Report 6.0 and Core Data Form.
- Prepare exhibits including Original USGS Map, Flow Schematics, and Service Area Map.
- Coordinate with the Operator to have effluent sampled and analyzed. Operator is responsible for scheduling and payment of all services related to effluent testing, analysis, and testing results.
- Submit all documents to the City for review and approval, followed by submission to the TCEQ.

City of Wharton  
 Page 2  
 March 7, 2024

Should the TCEQ require additional forms, exhibits, or documentation to be completed and submitted beyond the standard expectations noted above, those services can be provided for Additional Services.

Permit Coordination

- Respond to TCEQ regarding comments to deem the application administratively complete.
- Review Notice of Receipt of Application and Intent to Obtain Water Quality Permit Renewal, coordinate with newspaper publishers to publish the notice and deliver the completed application for public display.
- Respond to TCEQ regarding comments during the technical review process.
- Review and summarize the draft permit and provide comments to the TCEQ.
- Review Notice of Application and Preliminary Decision, coordinate with newspaper publishers to publish the notice and to have complete draft permit placed on public display.
- Summarize the final permit requirements and distribute the final permit to the Client.

Project Management

- Project Management to include invoicing, monthly email status updates, and maintenance of schedule through the estimated permit coordination period outline in the project schedule.

Reimbursable Expenses

Reimbursable expenses under this contract will include items such as reproduction costs, delivery charges, mileage, renewal fees, advertising fees, etc.; and will be charged based on actual usage in accordance with the attached Standard Rates. All future effluent sampling and analysis costs will be managed and paid by the City.

**DELIVERABLES**

1. Permit Application (electronic version);
2. Draft Permit with Summary (electronic version); and
3. Amended TPDES Permit with Summary (electronic version).

**COMPENSATION**

The estimated engineering cost to perform the described scope of work is summarized below:

A. TPDES Permit Renewal (Lump Sum)		\$ 24,000
B. Reimbursable Expenses (Cost + 10%)		<u>\$ 6,000</u>
	<b>ESTIMATED TOTAL</b>	<b>\$ 30,000</b>
C. Additional Services (Hourly As Requested)		\$ 5,000

City of Wharton  
 Page 3  
 March 7, 2024

Notes:

Subcontract costs shall be billed at invoiced cost plus 10% for oversight, administration, and processing paperwork.

During the permitting process, various situations may arise that are outside of the services described above and may necessitate additional services. These situations could include TCEQ required stream modeling, public comment or hearing request, additional studies, feasibilities, or cost analyses required by TCEQ, a contested permit, environmental or archaeological research request from TCEQ, or other non-standard issues requested by TCEQ. In any of these events, we can perform additional engineering services to assist with the permitting process for additional compensation. The need for these additional services are outside the Engineer’s control. The City will be notified if any additional services are necessary prior to proceeding, including an estimated proposal for the additional effort.

If other Additional or Reimbursable Services are required to complete this permit, the estimated cost for these tasks will be presented to the City for negotiation and approval, once their need and magnitude are mutually determined.

**PROJECT SCHEDULE**

The Engineer understands the Project Scope of Services outlined herein should be completed within the four hundred and twenty (420) calendar days. The Engineer proposes to initiate the Project five (5) calendar days after receiving written authorization from the CITY to proceed. It is understood the Engineer’s ability to complete the subsequential tasks within the established timeframe is depended upon receipt of any existing, available, and necessary information from the CITY at the beginning of the project, and the CITY’s timely review and approval of the Engineer’s draft and final permit application. Note that dates shown are estimated based on the CITY’s approval of the proposal and completion on the permit application.

Submit Permit Application	120	calendar days
<u>Permit Coordination</u>	<u>300</u>	<u>calendar days*</u>
<b>TOTAL DURATION</b>	<b>420</b>	<b>calendar days</b>

\*The 300-calendar days are outside the Engineer’s control, and the estimate is based on recent review times from the TCEQ on similar permit applications. If the TCEQ receives public comment, the permit is contested, or the TCEQ requires additional items, the schedule will be substantially delayed, and will be beyond the Engineer’s control. These would require a longer delivery and additional costs to complete.

**SPECIAL CONSIDERATION**

This proposal is based on the following special considerations:

1. This proposal shall be subject to the General Conditions of the Agreement provided in the proposal.





City of Wharton  
Page 4  
March 7, 2024

- 2. Reimbursable expenses including outside services not performed by the Engineer shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. This schedule is subject to revision each year. These services typically include reproduction, mailings, and deliveries.
- 3. Services requested by the City that are outside the scope of this proposal will be performed for additional compensation under a separate work authorization.

**AUTHORIZATION**

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. The proposed compensation amounts shall be considered in their entirety for the scope of services. Should the Client wish to contract with the Engineer for only a portion of the work, the Engineer reserves the right to negotiate individual scope items on their own merits. This proposal shall be valid for thirty (30) calendar days from this date and may be extended upon written approval by the Engineer.

Sincerely,

Matthew B. Breazeale, PE  
Vice President

BTG/mbb

Enclosures

**APPROVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**GENERAL CONDITIONS OF AGREEMENT**  
**QUIDDITY ENGINEERING, LLC**

Item-11.

**PROCEEDING WITH SERVICES**

These General Conditions of Agreement are a part of the Agreement for Professional Services (Agreement) between CLIENT and Quiddity Engineering, LLC (ENGINEER). CLIENT agrees that these General Conditions of Agreement shall be binding upon CLIENT when CLIENT requests that ENGINEER proceed with ENGINEER's services described in the proposed Agreement that they accompany. Signing of the Agreement or requesting that ENGINEER proceed with services shall be CLIENT's authorization for ENGINEER to proceed unless stated otherwise in the Agreement.

**STANDARD OF CARE**

ENGINEER's services performed under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same discipline, locality, conditions and circumstances as ENGINEER. ENGINEER makes no representations or warranties, express or implied, with respect to this Agreement, its performance or in any report, opinion or Document, as defined below, prepared by ENGINEER.

**PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay ENGINEER for services performed and reimbursable expenses incurred in accordance with ENGINEER's then-current rate schedule and direct expense reimbursement policy. Invoices shall be submitted by ENGINEER on a monthly basis, and the full amount shall be due and payable to ENGINEER upon receipt. If the CLIENT disputes any portion of an invoice, the CLIENT shall notify ENGINEER in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. The CLIENT shall pay any excise, VAT, gross receipts, or sales tax imposed upon ENGINEER's services.

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ENGINEER shall be entitled to rely upon the completeness and accuracy of information supplied by or through CLIENT.

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All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the Project and ENGINEER shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by ENGINEER for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to ENGINEER, and the CLIENT shall

indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

**COST ESTIMATES**

Cost estimates prepared by ENGINEER represent its judgment as a design professional familiar with the construction industry. The CLIENT recognizes, however, that ENGINEER has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining prices; or over competitive bidding or market conditions. Accordingly, ENGINEER cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or any cost estimates prepared by ENGINEER.

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ENGINEER agrees to maintain: Workers' Compensation Insurance to cover all of its personnel engaged in performing services for the CLIENT under this Agreement; Commercial General Liability and Automobile insurance; and Professional Liability Insurance. Certificates of insurance are available upon request.

**CONSEQUENTIAL DAMAGES**

***TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF THE PROJECT AND LOSS OF PROFIT, INCURRED BY EITHER PARTY ALLEGEDLY DUE TO THE FAULT OF THE OTHER REGARDLESS OF THE NATURE OF THE FAULT.***

**LIMITATION OF LIABILITY**

***The CLIENT and ENGINEER, having balanced their respective risks and rewards to be realized under this Agreement, agree that the total liability of ENGINEER to CLIENT for any Loss, as defined below, whether arising under this Agreement, any services provided or the project shall not exceed in the aggregate the total professional fee paid to ENGINEER. The CLIENT waives any and all Loss and claims for Loss against ENGINEER in excess of such limitation. CLIENT further waives all claims for Loss against the individual owners, shareholders, or employees of ENGINEER and shall look solely to ENGINEER for satisfaction of any such claims of Loss.***

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**GENERAL CONDITIONS OF AGREEMENT**  
**QUIDDITY ENGINEERING, LLC**

Item-11.

*INCLUDING LOSS OF USE THEREOF, AND ECONOMIC LOSS); AND ANY EXPENSE (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S AND EXPERTS' FEES AND COSTS OF LITIGATION AND DEFENSE) CLAIMED THROUGH ANY DIRECT CLAIMS, CROSS-CLAIMS, COUNTERCLAIMS OR CLAIMS FOR SUBROGATION, CONTRIBUTION OR INDEMNITY THAT ARISE, IN WHOLE OR IN PART, IN CONNECTION WITH THIS AGREEMENT, ITS PERFORMANCE OR INTERPRETATION OR WITH RESPECT TO THE PROJECT OR SERVICES THE AGREEMENT DESCRIBES.*

**INDEMNIFICATION**

*THE CLIENT AND ENGINEER INTEND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OF THE TERMS OF THIS AGREEMENT AND ANY OF ITS CONSTITUENT PARTS THAT REQUIRE CLIENT TO INDEMNIFY, DEFEND, HOLD HARMLESS OR RELEASE ENGINEER OR THAT WAIVE ANY CLAIMS OR DAMAGES AGAINST ANY OTHER PARTY SHALL BE ENFORCED REGARDLESS OF WHETHER ANY SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE CAUSED, OR ARE ALLEGED TO BE CAUSED, BY ANY NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF ANY OTHER DUTY OR OBLIGATION OF THE PARTY INDEMNIFIED, DEFENDED, HELD HARMLESS OR RELEASED OR OF ANY PARTY AGAINST WHOM SUCH CLAIMS, CAUSES OF ACTION, LOSS OR DAMAGES ARE WAIVED. ANY SUCH INDEMNITY, DEFENSE, HOLD HARMLESS, RELEASE OBLIGATIONS OR WAIVER PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.*

**TERMINATION**

Either party may terminate this AGREEMENT with or without cause at any time prior to completion of ENGINEER's services upon seven (7) days' written notice to the other party at the addresses of record. The CLIENT shall pay ENGINEER for all serves performed and reimbursable expenses incurred through the date of termination.

**ADDITIONAL TERMS**

Neither party may assign, sublet, or transfer this Agreement or their interest in this Agreement without the prior written consent of the other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the CLIENT or ENGINEER.

In the event any one or more provisions of this Agreement, or the application thereof to any person or circumstance, shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality or unenforceability shall be deemed stricken and shall not affect any other provision of this Agreement or the application of such provisions to other persons or circumstances, and the balance of this Agreement shall be enforced to the greatest extent permitted by law.

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any dispute between the parties concerning the Agreement, its interpretation or performance, or the project shall be in a district court in Harris County, Texas.

**SCHEDULE OF HOURLY RATES**  
Effective August 1, 2022

**ENGINEERING PERSONNEL**

Design Engineer I	\$125
Design Engineer II	\$145
Professional Engineer I	\$170
Professional Engineer II	\$195
Professional Engineer III	\$225
Professional Engineer IV	\$255
Professional Engineer V	\$275
Practice Leader	\$295

**ELECTRICAL ENGINEERING PERSONNEL**

Electrical Design Engineer I	\$135
Electrical Design Engineer II	\$155
Electrical Professional Engineer I	\$185
Electrical Professional Engineer II	\$210
Electrical Professional Engineer III	\$240
Electrical Professional Engineer IV	\$270
Electrical Professional Engineer V	\$295

**CONSTRUCTION PERSONNEL (Includes Mileage)**

Construction Manager I	\$125
Construction Manager II	\$145
Construction Manager III	\$170
Construction Manager IV	\$190
Construction Manager V	\$230
Field Project Representative I	\$ 80
Field Project Representative II	\$100
Field Project Representative III	\$120
Specialist Field Project Representative I	\$135
Specialist Field Project Representative II	\$145
Senior Specialist Field Project Representative	\$160

**SPECIALIST**

Specialist I	\$115
Specialist II	\$145
Specialist III	\$215
Specialist IV	\$250

**PLANNING PERSONNEL**

Planner I	\$105
Planner II	\$145
Planner III	\$175
Planner Manager	\$250

**DESIGNERS/DRAFTING PERSONNEL**

CAD I	\$ 80
CAD II	\$100
CAD III	\$120
Designer I	\$130
Designer II	\$150
Designer III	\$170
GIS I	\$ 95
GIS II	\$130
GIS III	\$160
GIS IV	\$220

**SURVEYING PERSONNEL**

1-Person Field Crew	\$145
2-Person Field Crew	\$195
3-Person Field Crew	\$240
4-Person Field Crew	\$270
Survey Technician I	\$100
Survey Technician II	\$110
Project Surveyor I	\$105
Project Surveyor II	\$125
Project Surveyor III	\$145
Project Surveyor IV	\$175
Chief of Survey Crews	\$150
Certified Photogrammetrist	\$175
Remote Pilot I	\$ 95
Remote Pilot II	\$130
Remote Pilot III	\$170
Visual Observer	\$ 95
LIDAR Tech	\$105
Aerial Tech	\$ 90
Registered Professional Land Surveyor	\$195
Survey Manager	\$225

**OFFICE PERSONNEL**

Engineer's Assistant I	\$ 75
Engineer's Assistant II	\$ 85
Engineer's Assistant III	\$ 95
Admin I	\$ 75
Admin II	\$ 95
Admin III	\$125
Accounting Manager	\$130
Corporate/Project Accountant	\$110

**SCHEDULE OF REIMBURSABLE EXPENSES**

Effective January 2019

Subject to Annual Revision

## 1. Reproduction performed in office

<u>Size</u>	<u>Black &amp; White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$ .50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$ .75/page
11 x 17	\$0.20/page	\$ 1.00/page
 <u>Large Document Prints/Plots</u>		
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
  - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b. Special Rental Equipment: Cost, plus 10%
  - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
  - d. Iron Rods and Pipes: Cost, plus 10%
  - e. All-Terrain Vehicle (ATV): \$150/day
  - f. Overnight Stays: \$190/night
  - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h. Sales Tax: To be paid on boundary-related services.
  - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

 Final 2022  
Standard

**CITY OF WHARTON  
RESOLUTION NO. 2024-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH QUIDDITY ENGINEERING, LLC, TO SUBMIT THE CITY OF WHARTON WASTEWATER TREATMENT PLANT NO. 1 APPLICATION FOR RENEWAL OF PERMIT WQ0010381001 TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** The Wharton City Council wishes to engage the services of Quiddity Engineering, LLC, to provide professional engineering services for the TPDES Permit Renewal Application for Wastewater Treatment Plant No. 1; and,

**WHEREAS,** Quiddity Engineering, LLC, wishes to provide said services for the TPDES Permit Renewal Applications for Wastewater Treatment Plant No. 1; and,

**WHEREAS,** The City of Wharton and Quiddity Engineering, LLC, wishes to be bound by the conditions of said Professional Engineering Services Agreement; and,

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

**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 a Professional Engineering Services Agreement with Quiddity Engineering, LLC, for the TPDES Permit Renewal Application for Wastewater Treatment Plant No. 1.

**Section II.** The City of Wharton and Quiddity Engineering, LLC, are hereby bound by the conditions as set forth in the agreement.

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

**Passed, Approved, and Adopted** this 25th day of March 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Update of City of Wharton Grant Programs.
<p>Attached is a copy of a memorandum from Director of Planning &amp; Development Gwyn Teves providing an update on the City of Wharton Grant Programs.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			



## MEMORANDUM

**Date:** March 20, 2024  
**From:** Gwyneth Teves, Director of Planning & Development  
**To:** Honorable Mayor and City Councilmembers  
Paul Webb, City Attorney  
**Subject:** Status of City of Wharton Grant Projects Report No. 2024-3

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Below, I have outlined a report on the status of the City of Wharton Grant Projects:

### I. GRANT PROJECTS

#### Infrastructure/Construction :

**1. 2021 TxCDBG DRP/MS – Downtown Sidewalk Improvements**

City staff in conjunction with GrantWorks, Inc. and KSA Engineering submitted an application of up to \$350,000 for downtown sidewalk renovations/additions. Contract execution with Texas Department of Agriculture (TDA) has been completed. Award to Staff Concrete of Victoria for Base Bid of \$335,399. Wharton EDC assisting with \$22,899. The Pre-Construction Meeting was held October 18, 2023 and construction to begin April.

**2. CDBG-DR – Infrastructure**

Method of Distribution approved by GLO and HUD. City has received an award of \$1,650,172.00 for infrastructure projects related to Hurricane Harvey. A 2-year project extension request has been approved by the GLO and staff is waiting on a USACE permit determination to begin acquisition and construction. USACE has made a determination that the project will be impacting Jurisdictional Waters, resulting in the requirement to apply for a Nationwide Permit for construction. Permit from USACE obtained and extension request submitted. Acquisition of easements in process and construction pending.

**3. 2019-2020 CDBG – South East Ave. Sanitary Sewer Repairs**

City has received funding and has finalized agreement. Phase 1 of the project is being completed using CIPP (cast in place pipe) work and is still in progress. Phase 2 of the project has been issued a notice to proceed and remaining work in Phase 1 is to be rebid for construction. Pre-construction and notice to proceed issued for Phase 2. Remainder of Phase 1 awarded, pre-construction meeting conducted and construction started March 2024.

**4. City of Wharton Flood Reduction Project – The Lower Colorado River Basin Phase I, Texas WHARTON FLOOD RISK MANAGEMENT PROJECT**

The City of Wharton was notified that the Flood Reduction Project was funded in the early part of 2018.



Acquisitions for Phase 1 have been completed. City utility relocations have been completed.

Granite Construction was awarded the construction contract and has been performing site visits and reconnaissance. Pre-Construction meeting conducted September 6, 2023.

Phase 2 is currently under design and is at 90%. Currently ongoing through Cost Control Board review for additional funding.

Phase 2 acquisitions are anticipated to be authorized to proceed mid-2024 pending funding.

Phase 1 construction ongoing and weekly progress meetings are being conducted.

**5. 2024 TWDB Clean Water State Revolving Fund (CWSRF) – Mayfair/Linwood Waterline Replacement**

A history of high water loss and frequent leaks/outages in a number of areas that still have old 2" waterlines. These lines are also too small to provide any fire protection or allow the City to place fire hydrants in these older subdivisions. After completion of planning, environmental, and design the City intends to replace the 2" steel waterlines with 8" PVC waterlines improving water quality, reducing leaks/outages, and providing fire protection. Project Information Form submitted and accepted for review.

**6. 2022 CDBG-MIT COG-MOD**

City of Wharton was allotted \$4,360,800.00 through the HGAC Method of Distribution (MOD). City Council approved executing contract for Administration Services with MPACT Strategic Consulting and Engineering Services with Gunda/Ardurra Inc. in early November. Due to possible conflict of interest with the GLO, MPACT resigned and Ardurra assisted with completion of the application that was submitted January 9<sup>th</sup>, 2023. City Staff received and completed 5 requests for information (RFI). Pending call with GLO on RFI 6.

**7. 2023 TxDOT Transportation Alternatives Set Aside**

Pre-application submitted for sidewalks and accessibility ramps January 27, 2023. City Staff was notified that the City is eligible to submit a detailed application was submitted June 5<sup>th</sup>, 2023. If approved this will incorporate approximately 3.5 miles of new sidewalks throughout the city. City staff notified of approval of the grant at the October 26<sup>th</sup> transportation commission meeting. Award notification and initial kick-off with TxDOT completed in January 2024. AFA approved at City Council March 11 and procurement of engineer pending.

**8. 2023 EDA Public Works and Economic Adjustment Assistance Program Grant**

Application submitted for 12" waterline installation and upgrade to Prime Eco Group for business expansion and retention. WEDC has authorized \$400,000 in funds to meet the match requirements. Improvements will provide more service opportunity as well as increased capacity to Prime Eco Group and will allow the

current system to be looped for better pressure for fire protection.

## **Housing:**

### **9. CDBG-DR – Buyouts/Acquisitions**

Method of Distribution approved by GLO and HUD. City has received an award of \$1,693,784.00 for buyout/acquisition projects related to Hurricane Harvey. The guidelines have been approved by the GLO and no public comment was received during the required posting period. Due to lack of resolution of negotiations the acquisition is proceeding to condemnation. Special Commissioners hearing has been completed and property awarded to the City. City staff is working with the consultants on relocation of 3 tenants. 1 tenant has been relocated and 2 are pending relocation. The property owner is protesting the award amount and has requested a trial by Jury. Jury pending scheduling in November 2024.

### **10. 2016 CDBG-DR – Housing Elevation/Reconstruction**

Notification of \$2,000,000 funding was received February 4, 2019. City staff received a 1-year extension on the grant funding in order to complete construction and allow any additional possible applicants to expend the funds. 5 applicants are approved and construction bid is being reviewed by GLO for submission to City Council for award.

## **Disaster Recovery (non-infrastructure or housing):**

### **11. 2021 American Rescue Plan - Coronavirus State and Local Fiscal Recovery Funds**

The City of Wharton has received all of their allocated funding. Public Management was contracted to administer the funds and required reporting. Annual reporting is being conducted as required and City Staff is in the process of obligating the remaining funds.

## **II. STUDIES:**

### **13. TWDB – Internal Drainage Study and Drainage Improvements**

Application submitted under the TWDB Flood Infrastructure Fund to study flood risks inside the City Limits and Extraterritorial Jurisdiction (ETJ) and move forward with the most critical projects in Phase 1. The project was approved by TWDB on July 7<sup>th</sup>, 2021, for funding. A kickoff meeting was held on March 10, 2022. Plan drafting is currently in process.

### **14. Downtown Master Plan 2023**

Contract awarded to Ardurra and kick-off meeting completed February 9, 2023. Participation plan and final scope have been completed and Wharton Economic Development Corporation has agreed to partner in unanticipated additional costs for a comprehensive Downtown Master Plan in the amount of \$43,278. The total project is budgeted not to exceed \$143,278. Draft plan under review by City Staff, EDC Staff and the Advisory Committee and final draft proposed to be presented to City Council in April due to requested modifications being finalized.

### III. OTHER PROJECTS & EVENTS:

#### 15. FM 1301 Extension

Letting completed in early October 2022 and contract awarded to James Construction. Construction kick-off meeting completed February 16, 2023. A successful Groundbreaking ceremony was held March 28, 2023. Construction staking and mobilization began Monday April 17, 2023. WPD will be utilizing their drone to document construction progress every 2-3 weeks for City records. KCS waiver for construction was approved in December 2023. Construction is ongoing and the overpass over KCS to begin construction April 2024. Anticipated construction to be complete for the entire project is fall of 2024.

#### 16. Water Well No. 5 - CR 222

E-Contractors and Weisinger awarded contracts for construction.


The well was released under substantial completion on February 15<sup>th</sup> and placed into service February 19<sup>th</sup>. Due to flow direction and pressure changes the City did issue a press release to notify of potential water discoloration due to sedimentation build up in lines. Water is safe for consumption. Punch list items are being addressed and inspected.

#### 17. I-69 Upgrade Utility Relocations

City staff is working with TxDOT to coordinate the required water and sanitary utility relocations required due to the expansion of US-59 to I-69. Easement acquisition is ongoing and utility design is 100% complete. Construction awarded to Reddico Construction and crews have mobilized.

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	City Manager Reimbursement.
Attached you will find my request for reimbursement.			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			

**Travel Reimbursement**


**Joseph R. Pace**

**City Manager**

<b>DATE</b>	<b>DESTINATION</b>	<b>AMOUNT</b>
March 6-7, 2024	Shenandoah, Texas CDI Training for PCED Certification	\$475.61
<b>Total:</b>		<b>\$475.61</b>

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Update on the City of Wharton's ongoing projects.
<p>The City Manager will give the City Council an update on the City of Wharton's ongoing projects.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees: <ul style="list-style-type: none"> <li>A. Resignations.</li> <li>B. Appointments.</li> <li>C. Vacancies.</li> </ul>
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Attached is the list of people serving on the various City Boards, Commissions, and Committees. There are still vacancies that also need to be filled.

**Resignations:** None.

**Appointments:** Ms. Kaitlyn Humberson to the Mayor’s Committee on People with Disabilities.

**Vacancies:**

- A. Beautification Commission.
- B. Building Standards Commission.
- C. Mayor’s Committee on People with Disabilities.
- D. Plumbing and Mechanical Board.

City Manager: Joseph R. Pace	Date: Thursday, March 21, 2024
Approval: 	
Mayor: Tim Barker	

**CITY OF WHARTON  
BOARDS, COMMISSIONS, AND COMMITTEES**

<b>WHARTON REGIONAL AIRPORT BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Jimmy Gardner	June 30, 2025	
Randy Rodriguez	June 30, 2025	
Bill Kingrey	June 30, 2025	
Larry David	June 30, 2024	
Jimmy Zissa	June 30, 2024	
Glenn Erdelt	June 30, 2024	

<b>BEAUTIFICATION COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Nancy Mata	June 30, 2024	
Vacant	June 30, 2024	
Rachel Roberson	June 30, 2024	
Vacant	June 30, 2025	
Adraylle Watson	June 30, 2025	
Debbie Folks	June 30, 2025	
Sheryl Joost	June 30, 2025	

<b>BUILDING STANDARDS COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Leonard Morales	June 30, 2025	
Vacant	June 30, 2025	
Vacant	June 30, 2025	
Paul Shannon	June 30, 2025	
Vacant	June 30, 2024	
Howard Singleton	June 30, 2024	
Shaun Stockwell	June 30, 2024	
Claudia Velasquez, Building Official - ExOfficio		
Jeff Gubbels - Health Officer-ExOfficio		
Hector Hernandez-Fire Marshall-ExOfficio		

<b>ELECTRICAL BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Councilmember Burnell Neal	June 30, 2025	
Oscar Uribe	June 30, 2025	
Philip Hamlin	June 30, 2024	
Milton Barbee	June 30, 2024	
Hector Hernandez- Fire Marshal		

<b>HOLIDAY LIGHT DECORATING CHAIRMAN</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Tim Barker	June 30, 2024	

<b>MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Johnnie Gonzales	June 30, 2024	



Faye Evans	June 30, 2024
Vacant	June 30, 2024
Vacant	June 30, 2025
Delia Gonzales	June 30, 2025
Sheena Barbee	June 30, 2025
Cheryl Lavergne	June 30, 2025
Mayor Tim Barker- Ex Officio	

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<b>HEALTH OFFICER</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Dr. Jeff Gubbels, MD	June 30, 2024
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<b>VETERINARIAN</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Dr. Cody Pohler, DVM	June 30, 2024
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<b>MUNICIPAL COURT JUDGE</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Jared Cullar	June 30, 2025
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<b>PLANNING COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Johnnie Gonzales	June 30, 2025
Rob Kolacny	June 30, 2025
Michael Quinn	June 30, 2025
Marshall Francis	June 30, 2024
Adraylle Watson	June 30, 2024
Michael Wootton	June 30, 2024
Joel Williams	June 30, 2024

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<b>PLUMBING AND MECHANICAL BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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A. J. Rath	June 30, 2024
Vacant	June 30, 2025
Vacant	June 30, 2024
Robert Sanchez	June 30, 2025
Vacant	June 30, 2024

Claudia Velasquez, Building Official - ExOfficio  
Public Works Director Anthony Arcidiacono- Ex Officio  
Mayor Tim Barker - Ex Officio

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<b>WHARTON ECONOMIC DEVELOPMENT CORPORATION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Michael Wootton	September 30, 2024
Alice Heard Roberts	September 30, 2024
Freddie Pekar	September 30, 2024
Larry Pittman (Councilmember)	September 30, 2024
Russell Machann- (Councilmember)	September 30, 2025
Andrew Armour	September 30, 2025
Michael Roberson	September 30, 2025

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**CITY COUNCIL COMMITTEES - Renew June 30th of Each Year**


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**ANNEXATION COMMITTEE**


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Tim Barker  
 Russell Machann  
 Don Mueller

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**FINANCE COMMITTEE**


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Russell Machann  
 Larry Pittman  
 Tim Barker

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**HOUSING COMMITTEE**


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Terry Freese  
 Russell Machann  
 Burnell Neal

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**INTERGOVERNMENTAL RELATIONS COMMITTEE**


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Terry Freese  
 Tim Barker  
 Larry Pittman

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**LEGISLATIVE COMMITTEE**


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Tim Barker  
 Larry Pittman  
 Steven Schneider

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**PUBLIC HEALTH COMMITTEE**


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Terry Freese  
 Larry Pittman  
 Russell Machann

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**PUBLIC SAFETY COMMITTEE**


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Larry Pittman  
 Terry Freese  
 Don Mueller

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**PUBLIC WORKS COMMITTEE**


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Terry Freese  
 Don Mueller  
 Burnell Neal

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**TELECOMMUNICATIONS COMMITTEE**


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Burnell Neal  
 Terry Freese  
 Don Mueller

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**WHARTON ECONOMIC DEVELOPMENT CORP BOARD OF DIRECTORS SELECTION COMMITTEE**


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Tim Barker  
 Steven Schneider  
 Larry Pittman

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**ECONOMIC DEVELOPMENT COMMITTEE**


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Tim Barker  
 Burnell Neal  
 Russell Machann

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**PARKS AND RECREATION COMMITTEE**


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Steven Schneider  
 Russell Machann  
 Terry Freese

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Kaitlyn Humberson  
Wharton, TX 77488

February 29, 2024

Hello,

I am Kaitlyn Humberson and am interested in becoming a member of the City of Wharton Mayor's Committee for persons with disabilities.

I am a lifelong resident of Wharton, moving here in 1991 at the age of 6. I've been married to my husband, Jeremy, for almost 14 years. I attended Boling ISD throughout grade school. I graduated high school in 2004 after being homeschooled from the 7<sup>th</sup> grade on. I then attended WCJC and received an Associates of Arts degree. I transferred to Texas State University- San Marcos in the fall of 2006 where I completed a Bachelors of Social Work degree and then went on to complete my Masters of Social Work degree in 2010. After graduating, I came back to Wharton because I always knew I wanted in some way to serve my community. I knew there was a very limited number of Social Workers in county and felt that I could contribute in a positive way. I became the Social Serves Director for Wharton Nursing and Rehabilitation where I worked for 4 years assisting residents with everything finding and connecting them to resources to proving therapeutic interventions. In 2014, I made the move to SPJST Senior Living where I am currently.

I am the Social Worker, Admissions Coordinator and help residents get financial assistance for long term care while also connecting them to resources in the community and educating residents, families and community members about long term care. I've worked with the elderly, disabled, and marginalized communities for over a decade now and enjoy helping them succeed in life and meeting them where they are at in their journey.

I am very interested in becoming a member of this committee to better serve our community and its residents.


Thank you for your consideration.

Sincerely,

Kaitlyn Humberson

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	3/25/2024	Agenda Item:	Department Head Reports: A. City Secretary/Personnel. B. Code Enforcement. C. Community Services Department/Civic Center. D. Emergency Management. E. E. M. S. Department. F. Fire Department. G. Legal Department. H. Municipal Court. I. Police Department. J. Public Works Department. K. Water/Sewer Department. L. Weedy Lots/Sign Ordinance. M. Wharton Regional Airport.
City Manager: Joseph R. Pace		Date: Thursday, March 21, 2024	
Approval: 			
Mayor: Tim Barker			



## City of Wharton

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

### MEMORANDUM

**Date:** February 27, 2024  
**From:** Selena Rios, HR Generalist  
**To:** Joseph R. Pace, City Manager  
**Subject:** February 2024 Monthly Personnel Report

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#### **HIRED**

Deanna Pinkston was hired as a Part-time EMT in the month of February 2024.  
Shelby Robertson was hired as a Building Official Assistant in the month of February 2024.

#### **PROMOTION**

There were no promotions in the month of February 2024.

#### **TERMINATION**

Elijah Flores separated from employment in the month of February 2024.  
Joshua Lopez separated from employment in the month of February 2024.  
David Clayton separated from employment in the month of February 2024.

#### **INCREASE IN WAGES**

There were no increases in wages in the month of February 2024.

If you have any questions, please contact me at City Hall. Thank you.



**City of Wharton**  
120 E. Caney Street ° Wharton, TX 77488  
Phone (979) 532-2491 °(979) 532-0181 FAX

Date: March 6, 2024  
From: Claudia Velasquez, Building Official  
To: Joseph Pace, City Manager  
Subject: Permit Report for February 2024

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Please see the following for your review; Project Valuation and Fee Report from the Permitting/Code Enforcement Department for the month of February 2024.

If you should have any questions, please contact me at City Hall at 979-532-2491. Thank you.

PROJECTS: 0 -ZZZZZZZZZZ  
 APPLIED DATES: 0/00/0000 THRU 99/99/9999  
 ISSUED DATES: 2/01/2024 THRU 2/29/2024  
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
 STATUS: ALL

Item-16.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400054	2/01/2024	VOLDAN, HEATH	3609 CLINE DRIVE	EBARBEE	SERVICE UPGRADE 200AMP	BLD-ER
2400055	2/01/2024	COCHRAN, JOHN	1301 KINGSTON B	BTOTAL	REMOVE/REPLACE SIDING FOR B BPC	
2400056	2/01/2024	RIZZO, THOMAS	1608 OAKCREST	BTOTAL	CONCRETE SLAB, STEPS, HNDRA BPR	
2400057	2/02/2024	SWEETWATER 56 INC	100 MCELROY 3 & 4	LELEUTERIO	INSTALL 23 PIERS	BPC
2400058	2/02/2024	MCMICKIEN, JANICE	2305 1/2 N RICHMOND	MEB	REPLACE HVAC INSIDE & OUTSI MEC	
2400059	2/02/2024	RAMIREZ, JASON	724 COTTONWOOD DR	OWNER	MOWING: WEED LOTS	MOW
2400060	2/02/2024	FARRIS, THRESA	614 S EAST AVE	OWNER	REPLACE 195LNFT 6FT TALL FE BPR	
2400061	2/05/2024	WHARTON COUNTY	320 E MILAM	OWNER	DEMOLITION EXISTING COMM. B DEM	
2400062	2/06/2024	COASTAL WAREHOUSE	602 N SUNSET ST	BCONST&STE	DEMO/REPLACE 47'X76' GRAIN BPC	
2400063	2/06/2024	WHARTON ISD JR HIGH	1120 N RUSK	FRENSLIP	FIRE SPRINKLER SYTEM & FIRE BPC	
2400064	2/07/2024	JONES, CHOLE	600 PRICE DRIVE	EA BETTER	METER LOOP SERVICE/UPGRADE BLD-ER	
2400065	2/07/2024	SAMS PLACE - NICOLE FORD	1710 OLIVER	EKNEBEL	UPGRADE METER LOOP	BLD-ER
2400066	2/09/2024	BARRERA, EDWARD	528 BOLING GREEN	MMEDINA	4TON CON & COIL SYSTEM	MEC
2400067	2/09/2024	SHANNON, PAUL/PATTY	1206 CRESTMONT	PMASON	W/H REPLACEMENT	PLB
2400068	2/09/2024	DAVIS, BARRETT	200 W MILAM	BMAZEL	REMOVE/REPLACE CANOPY BEAD BPC	
2400069	2/09/2024	ALEJANDRO, LOREDO	315 MOUTRAY	ESAM'S	METER POLE SERVICE DUE DAMA BLD-ER	
2400070	2/09/2024	GARCIA, HEBERTO	1611 W MILAM	OWNER	REMODEL EXT. & INTERIOR	BPR
2400071	2/09/2024	BUC-EE'S # 30	10484 US 59 HWY	OWNER	PLAN REVIEW CHARGING STATIO BPC	
2400072	2/12/2024	RODRIGUEZ, RAMIRO	500 N FULTON	EBARBEE	METER LOOP SERVICE	BLD-ER
2400073	2/12/2024	HENRY, CREED	1914 N RICHMOND	OWNER	REPL. FLOATING WALLS, IN. 2 BPC	
2400074	2/12/2024	PROSPERITY BANK	143 W BURLESON	MHUNTER'S	PREPLACE 4T GAS HEAT SYSTEM MEC	
2400075	2/12/2024	THRASH, CARLEEN	522 UNIVERSITY	MHUNTER'S	NEW CONDENSER BLOWN INSUL	MEC
2400077	2/13/2024	COCHRUM, JON	707 NELSON LANE	BDMOSES	HAY PERMIT FOR 2024	HAY
2400078	2/13/2024	SCHULZ, JIMMY & KAREN	404 SUNNY LANE	BGALICIA	RE ROOF 18 SQ SHINGLES	BPR

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Item-16.
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PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400080	2/13/2024	STAVENA, JASON	2124 OLD LANE CITY	HRICTER	HAY LOT	HAY
2400082	2/13/2024	CHICKEN EXPRESS	1406 N RICHMOND	FPARIS	KITCHEN FIRE SUPPRESSION	BPC
2400083	2/14/2024	ROBERTS, JR., DAREN	1400 N FULTON	BJAVIER	REPLACE ROOF W/ DECKING 30	BPR
2400084	2/14/2024	TAYLOR, ELIZABETH	705 N RUSK	OWNER	MOWING: WEED LOTS	MOW
2400085	2/15/2024	KBE INTERNATIONAL LLC	120 W MULBERRY	BJULES	1688 SQ SINGLE STORY RESID	BPR
2400086	2/15/2024	CREATIVE CARE	909 OLIVE	PBIG	ANNUAL GAS TEST	PLB
2400087	2/15/2024	NICOLE, FORD	1130 WESTGATE	PBIG	GAS PRESSURE TEST RETURN SE	PLB
2400088	2/15/2024	SEGREST PROPERTIES #2 LLC	702 N RICHMOND	BMATA	RE ROOF 30YR SHINGLES & FAC	BPC
2400089	2/16/2024	FRAZIER, BUBBIE	803 OLD CANEY RD	PBLUE	REPLACE TUB & DECKMOUNT	PLB
2400090	2/16/2024	CRUZ, ISRAEL	419 E DAHLGREN	BALLINC	LEVEL, SIDING,FLOORING, DRY	BPR
2400091	2/16/2024	CRUZ, ISRAEL	419 E DAHLGREN	BALLINC	FLOODPLAIN DEVELOPMENT	DEV
2400092	2/19/2024	FRIER, LPJ	1403 N FULTON	BRHINO	PLAN REVIEW 440 SQFT ADD ON	PLNREV
2400093	2/19/2024	CARLSON, DON R	1405 BRIAR LANE	BPRIORITY	REROOF W/ 30YR SHINGLES AND	BPR
2400094	2/19/2024	TITUS EXPRESS CAR WASH	1524 N RICHMOND	PSOUTHWEST	OVERALL NEW PLUMBING CASWAS	PLB
2400095	2/19/2024	HUDDLESTON, DORIS L	1703 CRESTMONT	MHUNTER'S	REPLACE FURNANCE BTU 90,000	MEC
2400096	2/19/2024	HLN LLC	308 WILKES	OWNER	6FT FENCE W/ GATE	BPC
2400097	2/19/2024	RIVERA, CARLOS F & NORA	0001 N FULTON	OWNER	MOWING: WEED LOTS	MOW
2400098	2/21/2024	SWEETWATER 56 INC	201 BARCLAY 5	EMILLAN	REPLACE METER LUG	BLD-EC
2400099	2/20/2024	WHARTON COUNTY LIBRARY	1920 N FULTON	OWNER	12X24 STORAGE BUILDING	BPC
2400100	2/20/2024	CRUZ, ISRAEL	419 DAHLGREN	EALLMAINT	TEMP METER POLE	BLD-ER
2400101	2/20/2024	HILL, DAVID	1817 WILLOW BEND	BPRIORITYR	SHINGLES	BPR
2400102	2/21/2024	TITUS EXPRESS CAR WASH	1524 N RICHMOND	BTEXANA	4100SQFT TUNNEL CARWASH	BPC
2400103	2/21/2024	CITY OF WHARTON-POLICE DEPT	1407 N RICHMOND	BMONUMENT	REROOF W/ 50 MIL DURO-LAST	BPC
2400104	2/21/2024	BUCEK, DAVID	316 LAZY LANE	PMASON	REPLACE WATER HEATER	PLB



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Item-16.
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PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400106	2/21/2024	CHAPEL CREEK INVESTMENTS LL	1113 COLLEGE	BBW FENCE	832 LNFT 4',5',6'&7' FENCE	BFC
2400107	2/21/2024	GARDNER, EUGENE	311 CORRELL	MALL ABOUT	REPLACE 2.5 TON CONDENSER	MEC
2400108	2/21/2024	TORRES, KING	414 BOLTON	OWNER	MOWING: WEED LOTS	MOW
2400109	2/21/2024	BIONDO, JOE	601 BELL	OWNER	MOWING: WEED LOTS	MOW
2400110	2/22/2024	PEREZ, JOE	414 CORRELL	OWNER	MOWING: WEED LOTS	MOW
2400111	2/22/2024	SEGREST PROPERTIES #2 LLC	702 N RICHMOND	OWNER	INSTALL NEW 200AMP METER	BLD-EC
2400112	2/22/2024	KBE INTERNATIONAL LLC	120 W MULBERRY	EA BETTER	INSTALL 125AMP T-POLE SERVI	BLD-ER
2400113	2/22/2024	ROBERTSON, MINNIE	1706 AZALEA DR	OWNER	MOWING: WEED LOTS	MOW
2400114	2/22/2024	EPHRAM-NEAL, SHIRLEY	1704 AZALEA	OWNER	MOWING: WEED LOTS	MOW
2400115	2/22/2024	BRISCOE, BERTHA CHAMBERS	1302 W MILAM	OWNER	MOWING: WEED LOTS	MOW
2400116	2/22/2024	ZAHRADNIK, MORGAN	223 W MILAM	EBARBEE	INSTALL CIRCUT FOR WATER HE	BLD-EC
2400117	2/22/2024	WAKEFIELD, MARK	122 ARMSTRONG	OWNER	INSTALL WINDOWS, DOORS, SID	BPR
2400118	2/22/2024	DUHANEY, GARY	1202 W CANEY	OWNER	MOWING: WEED LOTS	MOW
2400119	2/22/2024	FORD, WALTER AND JESS	000 HUGHES	OWNER	MOWING: WEED LOTS	MOW
2400120	2/22/2024	EDNA I B GOODEN ESTATE	0 W CANEY	OWNER	MOWING: WEED LOTS	MOW
2400121	2/22/2024	ODESSA STEWART EST	1219 HARRIS	OWNER	MOWING: WEED LOTS	MOW
2400122	2/22/2024	PERKINS, M. B. & H	000.1 HARRIS	OWNER	MOWING: WEED LOTS	MOW
2400123	2/22/2024	HILL, BOBBY	0002 HARRIS	OWNER	MOWING: WEED LOTS	MOW
2400124	2/22/2024	HAMMAKER, DALE	519 N OUTLAR	OWNER	MOWING: WEED LOTS	MOW
2400125	2/22/2024	ZAHRADNIK, MORGAN	223 W MILAM	PBIG	RUN DRAIN FOR HAIRWASH HOT/	PLB
2400126	2/22/2024	LUFFMAN, JAMES	206 DELMAS	BCHARLESA	EXTERIOR & INTERIOR REMODEL	BPR
2400127	2/23/2024	HILL, DAVID	1817 WILLOW BEND	BGEN VICT	INSTALL 24KW GENERATOR	BPR
2400128	2/23/2024	WARE, HAROLD	202 MOUTRAY	BJESUSS	HARDY PLANK, INSULATION, DRYW	BPR
2400129	2/23/2024	WARE, HAROLD	202 MOUTRAY	EELECTRICC	ELECTRICAL REWIRE	BLD-ER

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Item-16.
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PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400130	2/26/2024	REYNA, FRANK	337 CROOM	BSUPREME	REPLACE 1044 SQFT DRIVEWAY	BPR
2400131	2/26/2024	TITUS EXPRESS CAR WASH	1524 N RICHMOND	PTX SITE	OUTSIDE PLBG:STRM SWR,WTR L PLB	
2400132	2/26/2024	EVANS, LISA	317 BOB O LINK	BPRIORITY	REROOF W/ 30 YR 7/16' OSB	BPR
2400133	2/26/2024	GONZALES, ANTONIO	624 S EAST AVE	OWNER	136 SGFT SIDING REPLACEMENT	BPR
2400134	2/26/2024	EVANS, LOTTIE	1605 GOODE	OWNER	MOWING: WEED LOTS	MOW
2400135	2/26/2024	GARTICA, BYRON	831 W CANEY	OWNER	8X20 SHIPPING CONTAINER/STO	BPR
2400136	2/26/2024	EAGLES NEST 77488 LLC	00 E BOLING HWY	OWNER	MOWING: WEED LOTS	MOW
2400137	2/27/2024	BARBEE ELECTRIC	401 E CANEY	OWNER	24'X80' METAL COVER	BPC
2400139	2/27/2024	ALAS, GLADYS	1902 N RICHMOND	BRAUL	BUILDING COMMERCIAL	BPC
2400140	2/27/2024	TITUS EXPRESS CAR WASH	1524 N RICHMOND	ENEWVISION	ELECT. INSTALL FOR NEW COMM	BLD-EC
2400141	2/27/2024	MITCHELL, TIMOTHEUS	411 E ALABAMA ST	OWNER	MOWING: WEED LOTS	MOW
2400142	2/27/2024	DELIA R ROMERO ESTATE	329 S EAST AVE	OWNER	MOWING: WEED LOTS	MOW
2400143	2/27/2024	VALLIERE R AUZENNE LIFE EST	000 S EAST AVE	OWNER	MOWING: WEED LOTS	MOW
2400144	2/27/2024	RODRIGUEZ, ENEDINA O	0000 S EAST AVE	OWNER	MOWING: WEED LOTS	MOW
2400145	2/28/2024	MORRIS, TAMORA	110 S RESIDENT	PBIGSTATE	GAS LEAK/TEST	PLB
2400146	2/28/2024	HUGHES, EVERETT	506 MOUTRAY	OWNER	LEVEL/STABLIZE, SIDING REPA	BPR
2400147	2/28/2024	BUC-EE'S # 30	10484 US 59 HWY	OWNER	2ND TESLA CHARGING STATION	BPC
2400148	2/28/2024	GELBER, MICHAEL	1410 PECAN	PJANICEK	REPAIR DRAIN LINE	PLB
2400149	2/28/2024	DELEON, OSCAR	804 BREEZY LANE	LOLSHAN	FOUNDATION REPAIR 7 CMUS	BPR
2400150	2/29/2024	KBE INTERNATIONAL LLC	122 W MULBERRY	BJULES	1688 SINGLE STORY RESD	BPR

\*\*\* TOTALS \*\*\*      NUMBER OF PROJECTS:      92      VALUATION:      3,132,340.76      FEES:      22,670.15

PROJECTS: 0 -ZZZZZZZZZZ  
 APPLIED DATES: 0/00/0000 THRU 99/99/9999  
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<i>Item-16.</i>
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\*\*\* SEGMENT RECAP \*\*\*

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLD-EC - BUILDING (E) COMMERCIAL	4	372,520.00	2,168.50
BLD-ER - BUILDING (E) RESIDENTIAL	8	0.00	570.00
BPC - BUILDING COMM. PERMIT AL	16	2,505,048.18	13,131.00
BPR - BUILDING RESID. PERMIT AL	20	63,100.00	5,404.65
DEM - DEMOLITIONS PERMIT AL	1	0.00	50.00
DEV - DEVELOPMENT PERMIT AL	1	55,500.00	50.00
HAY - HAY LOT PERMIT AL	2	0.00	40.00
MEC - MECHANICAL PERMIT AL	6	36,172.58	485.00
MOW - MOWING: WEEDY LOTS AL	22	0.00	0.00
PLB - PLUMBING PERMIT AL	10	0.00	503.50
PLNC - PLAN REVIEW COMMERCIAL L	1	100,000.00	168.50
PLNR - PLAN REVIEW RESIDENTIAL L	1	0.00	99.00
*** TOTALS ***	92	3,132,340.76	22,670.15

PROJECTS: 0 -ZZZZZZZZZZ  
 APPLIED DATES: 0/00/0000 THRU 99/99/9999  
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 STATUS: ALL

Item-16.

\*\*\* BUILDING CODE RECAP \*\*\*

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
101 - NEW RESIDENTIAL CONSTRUCTION	2	2	0.00	3,038.40
250 - HAY-TO GROW AND HARVEST HAY	2	2	0.00	40.00
300 - BUILDING-ELECTRICAL	8	8	0.00	570.00
301 - RESIDENTIAL GENERATOR	1	1	0.00	156.25
322 - SERVICE STATIONS & REPAIR GARAGES	2	2	1,900,000.00	8,547.00
328 - OTHER NONRESIDENTIAL BUILDINGS	1	1	200,000.00	1,531.25
331 - CONCRETE APPLICATIONS	2	2	0.00	116.00
351 - FIRE SPRINKLER SYSTEM	1	1	248,000.00	1,931.25
355 - FIRE SUPPRESSION SYSTEM	1	1	5,200.00	81.25
432 - LEVELING	2	2	17,500.00	174.00
435 - RESIDENTIAL REMODELS	7	7	63,100.00	1,512.00
435A - COMMERCIAL REMODELS	3	3	15,500.00	181.00
436 - NONRESIDENTIAL ADDITIONS	2	2	16,580.00	206.25
439 - ROOFING	7	7	59,300.00	548.50
441 - RESIDENTIAL ACCESSORY BUILDINGS	1	1	0.00	50.00
442 - NONRESIDENTIAL ACCESSORY BUILDINGS	1	1	1.00	50.00
443 - FENCE (PRIVACY)	3	3	42,967.18	412.50
646 - COMMERCIAL STRUCTURE DEMOLITION	1	1	0.00	50.00
700 - ELECTRICAL PERMIT	4	4	372,520.00	2,168.50
800 - MECHANICAL PERMITS	6	6	36,172.58	485.00
900 - PLUMBING PERMITS	10	10	0.00	503.50
DEV - DEVELOPMENT PERMIT	1	1	55,500.00	50.00
MOWING - WEDDY LOTS/MOWING	22	22	0.00	0.00
PLAN - PLAN REVIEW	2	2	100,000.00	267.50
*** TOTALS ***	92	92	3,132,340.76	22,670.15

**Wharton Civic Center**  
**Monthly Report**  
**Feb-24**

Room	Rentals	Amount	YTD
Main Hall	3	\$ 3,103.00	\$ 17,093.00
Pre-Function	0	\$ -	\$ 360.00
O'Quinn	7	\$ 705.00	\$ 5,045.00
MTG A	1	\$ 75.00	\$ 530.00
MTG B	3	\$ 90.00	\$ 140.00
Duncan	4	\$ 351.00	\$ 762.00
Total	18	\$ 4,324.00	\$ 23,930.00

**Room Rentals**

Date	Room	Organization	Fee
2/1/2024	MTG B	Umpires	\$ 25.00
2/3/2024	Main Hall	WHS Senior Serve	\$ 760.00
2/5/2024	MTG B	VFW Auxiliary	\$ 40.00
2/7/2024	O'Quinn	Rotary	\$ 120.00
2/10/2024	Main Hall	Nancy Esquivel	\$ 1,000.00
2/10/2024	Duncan	Rossilynn Hayes	\$ 140.00
2/10/2024	O'Quinn	Doris Gray/Faith Temple Church	\$ 160.00
2/13/2024	Duncan	Pilot Club	\$ 75.00
2/14/2024	O'Quinn	Rotary	\$ -
2/14/2024	Duncan	Edward Jones	\$ 136.00
2/14/2024	MTG A	DNA	\$ 75.00
2/16/2024	O'Quinn	Melanie Chumchal	\$ 265.00
2/17/2024	Main Hall	Melanie Chumchal	\$ 1,343.00
2/18/2024	O'Quinn	Wanda Baines	\$ 160.00
2/21/2024	O'Quinn	Rotary	\$ -
2/21/2024	MTG B	Umpires	\$ 25.00
2/27/2024	Duncan	Pilot Club	\$ -
2/28/2024	O'Quinn	Rotary	\$ -
Total:			\$ 4,324.00



# City of Wharton

## Office of Emergency Management

1407 N. Richmond Rd., Wharton, TX 77488

Phone (979) 532-4811 x 502 Fax (979)532-1800

Date: February 6, 2024

To: Mr. Joseph R. Pace

### Projects for: February

Continuing to make sure all City Employees complete their NIMS training (100, 200, 700, and 800) Police, EMS, City Hall, Civic Center, Municipal Court, Fire and Public Works. All New hires need to log onto [preparingtexas.org](http://preparingtexas.org) and create an account.

The annual TDEM 147 form to the State (TDEM) was submitted. It was the same as last year's report there were no changes.

Monthly reports Submitted to TxDot for the yearlong Comprehensive Traffic Grant for September. We are now in the 2023 to 2024 grant year. We are applying for a 2024 to 2025 grant.

Always tracking and monitoring possible severe weather information from the National Weather Service. February will be another wet month. (Just as a reminder Hurricane Season is just around the corner it starts June 1, 2024).

I do have an Active Shooter Presentation scheduled for February 19, 2024, at 10:30 for WCJC.

Municipal Court Bailiff duties on February 7<sup>th</sup> starting at 2 pm. Also have 4 jury trials set for February 14, 2024, starting at 7:30 a.m.

A warrant roundup has been scheduled to take place on February 21, 2024. Arrangements have been made with 4 WPD Officers and with the Wharton County Jail. We will start at 6:30 a.m. on that day.

Have a Courtroom Security meeting scheduled for February 28, 2024. This will be our second meeting.

I am still attending the Billie Jones Leadership Academy. The next scheduled date is February 9, 2024. The class will be at Pierce Ranch.

Attend the Safe and Sound Schools Train the Trainer Class in Victoria as part of being on the WISD Safety Committee.

A tabletop drill for City Employees is still scheduled for Thursday, February 8, 2024. We will start at 1:30 p.m. Please send someone in your place if you cannot attend. We will have four guests at the drill with us, three from the State and one from Wharton County.

Applications are being accepted now for the Citizen Police Academy (CPA) which will start on April 9, 2024.

Lt. Ben Guanajuato

**CITY OF WHARTON  
ESD 3 RESPONSE REPORT  
FISCAL YEAR 2022-23 COMPARED WITH 2023-24**

Month of Service	Resp Per mon	Emerg Resp	Non Emerg	No Loads	Transfers	911 OUCH	911 OBW	Flights	
Oct-22	286	181	0	105	0	58	107	6	2-Assault/1-MVA/1-Seizures/2-CVA
Nov-22	283	158	0	125	0	48	98	4	1MVA/2Seizures/1Fall
Dec-22	295	201	0	94	0	64	125	3	Fall/CVA/Assault
Jan-23	274	188	0	86	0	51	122	4	2CVA/1cardiac/1seizure
Feb-23	259	155	0	104	0	47	98	0	
Mar-23	243	152	0	91	0	54	82	7	1Seizure/2Resp/1CVA/2MVA/1suicide att.
Apr-23	246	155	0	91	0	54	89	2	1Seizure/1STEMI
May-23	277	188	0	89	0	62	108	9	1MVA/3CVA/3Burns/Suicide/1Cardiac
Jun-23	295	206	0	89	0	61	125	5	3-Respiratory/1CVA/1MVA
Jul-23	273	170	0	103	0	58	98	6	2-Unresponsive/2-MVA/1-Fall/1-Selezure
Aug-23	354	217	0	137	1	72	122	9	3Fall/3MVA/2Resp/1Burn
Sep-23	283	192	0	91	1	63	107	10	1Seizure/1Resp/4MVA/2CVA/2Fall
<b>Totals</b>	<b>3368</b>	<b>2163</b>	<b>0</b>	<b>1205</b>	<b>2</b>	<b>692</b>	<b>1281</b>	<b>65</b>	

Month of Service	Resp Per mon	Emerg Resp	Non Emerg	No Loads	Transfers	911 OUCH	911 OBW	Flights	
Oct-23	257	149	0	108	0	56	83	2	1RespDistress/1AutoPed
Nov-23	235	146	0	89	1	64	77	3	1Choking/1Cardiac/1GIBleed
Dec-23	292	181	0	111	0	64	101	9	*See comment below
Jan-24	258	158	0	100	0	56	89	7	*See comment below
Feb-24	246	143	0	103	0	61	76	1	MVA
Mar-24									
Apr-24									
May-24									
Jun-24									
Jul-24									
Aug-24									
Sep-24									
<b>Totals</b>	<b>1288</b>	<b>777</b>	<b>0</b>	<b>511</b>	<b>1</b>	<b>301</b>	<b>426</b>	<b>22</b>	

13 less calls than last year.      12 less emergent responses: last year      1 less no loads

\*Dec-23 1PulmonaryEdema/1GIBleed/1HeadInjury/1RespDistress/2CVA/1MVA/1AMS  
\*Jan-24 1Unresponsive/1Cardiac/1MVA/3Resp/1Fall

Yearly Totals	Mon. Avg.	Mon. Avg.
2002/03	2688	224
2003/04	2784	232
2004/05	2444	203
2005/06	2874	239
2006/07	2928	244
2007/08	3309	275
2008/09	3425	285
2009/2010	3205	267
2010/2011	3208	267
2011/2012	3364	280
2012-2013	3253	271
2013-2014	3326	277
2014-2015	3770	314
2015-2016	3545	295
2016-2017	3490	291
2017-2018	3248	270
2018-2019	3244	270
2019-2020	3211	268
2020-2021	3410	284
2021-2022	3473	289
2022-2023	3368	281
2023-2024	1288	258



January 2024

**Incident Reports By Incident Type, Summary**

<b>Incident Type</b>	<b>Total Incidents:</b>
111 Building fire	3
143 Grass fire	2
311 Medical assist, assist EMS crew	2
322 Vehicle accident with injuries	3
324 Motor vehicle accident with no injuries	8
331 Lock-in (if lock out , use 511 )	1
353 Removal of victim(s) from stalled elevator	1
412 Gas leak (natural gas or LPG)	3
444 Power line down	4
445 Arcing, shorted electrical equipment	2
561 Unauthorized burning	1
611 Dispatched & canceled en route	8
651 Smoke scare, odor of smoke	4
745 Alarm system sounded, no fire - unintentional	2
<b>Total Number of Incidents:</b>	<b>44</b>
<b>Total Number of Incident Types:</b>	<b>14</b>

Print Date: 2/5/2024

February 2024

## Incident Reports By Incident Type, Summary

Page 1 of 1

Incident Type	Total Incidents:
111 Building fire	6
143 Grass fire	2
322 Vehicle accident with injuries	4
324 Motor vehicle accident with no injuries	6
411 Gasoline or other flammable liquid spill	1
412 Gas leak (natural gas or LPG)	2
445 Arcing, shorted electrical equipment	4
500 Service Call, other	1
561 Unauthorized burning	1
611 Dispatched & canceled en route	7
651 Smoke scare, odor of smoke	5
745 Alarm system sounded, no fire - unintentional	3
<b>Total Number of Incidents:</b>	<b>42</b>
<b>Total Number of Incident Types:</b>	<b>12</b>

Print Date: 3/4/2024

**PAUL WEBB, P.C.**  
ATTORNEYS AT LAW  
221 NORTH HOUSTON STREET  
WHARTON, TEXAS 77488

PAUL WEBB  
VINCENT L. MARABLE III  
AMY ROD \*

TELEPHONE: 532-5331  
AREA CODE 979  
FACSIMILE: 532-2902

\* BOARD CERTIFIED - FAMILY LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

February 29, 2024

City of Wharton  
120 E. Caney  
Wharton, Texas 77488

**Centerpoint**

01/30 One e-mail regarding rate increase and review of same;

**City Council**

02/08 Five e-mails of Agenda and review of same;

02/12 Attend City Council meeting;

02/22 Four e-mails of Agenda and review of same;

02/26 Three telephone conferences with Joseph Pace; E-mail from Paula Favors regarding agenda item; E-mail from Joseph Pace regarding cleaning alley - agenda item; Review rest of agenda;

02/26 Prepare for and attend regular City Council meeting;

**Contracts**

02/02 Sign Contracts;

**Drainage / Rust Property**

01/29 Telephone conference with Gwyn Teves;

01/30 Telephone conference with Rosemary Rust; Telephone conference with Gwyn Teves;

**GLO - Nelson**

02/07 Fifteen e-mails from Christopher Robertson at Winstead regarding Docket Control and review of same; One e-mail to Christopher Robertson;

02/09 Telephone conference with Christopher Robertson at Winstead;

**Miscellaneous**

02/12 Telephone conference with Paula Favors; Telephone conference with City Manager regarding Agenda;

**Municipal Court**

02/01 E-mail regarding Defendant McMurrey; E-mail to John Roades regarding Defendant Vaughan Perez;

02/07 E-mail from Paula Favors with updated Failure to Appear attached; Failure to Appear update; Review of changes; One e-mail to Paula Favors; Attend City Trials;

02/13 Multiple e-mails regarding jury charges; Draft jury charge for open container; Review videos; Trip to Court to return videos;

02/15 Conduct Jury Trials;

**RECEIVED**  
MAR 07 2024

BY: *[Signature]*

**Overpass at WMA**

02/14 Office conference with Mayor Barker; Telephone conference with Gwyn Teves;

**TxDot**

01/29 Office conference with Gwyn Teves regarding closing;  
01/31 Telephone conference with Gwyn Teves; Telephone conference with King Satterwhite;  
02/02 Office conference with Gwyn Teves;

**Water Well**

01/29 Office conference with Mayor Barker; Telephone conference with Gwyn Teves;

**Wharton Feed - MOU**

02/22 E-mail from Gwyn Teves at City with drafted MOU attached;  
02/23 Two e-mails; Review and revise MOU; Two e-mails to Gwyn Teves; Two telephone conferences with Brandi Jiminez;

**Attorney Fees**

(1)	Amy Rod	9.75	hrs. @ \$175.00 per hour =	1,706.25
(2)	Paul Webb	12.00	hrs. @ \$175.00 per hour =	2,100.00
<b>Total Attorneys Fees</b>				<b>3,806.25</b>

**Expenses:**

Facsimile	pages @ .75 each	
Xerox	copies @ .10 each	
E-Mail	41 pages @ .25 each	10.25
GLO Nelson - Winstead PC	January 2024 Services	596.65
<b>Total Expenses</b>		<b>606.90</b>

Previous Balance	6,028.65
Payment Received - 02/13/24	-6,028.65

**TOTAL INVOICE DUE 4,413.15**

# City of Wharton

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



## MEMORANDUM

Date: March 11, 2024  
From: Paula Favors, City Secretary  
To: Joseph R. Pace, City Manager  
Subject: Wharton Municipal Court Monthly Report

---

Please find attached the monthly report for Wharton Municipal Court for the month of February 2024.

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

### City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Administration Fee	AF	\$10.00	3462	\$ 10.00	\$ 30.00	\$ 40.00		\$ 50.00
Arrest Fee	AR	\$5.00	3466	\$ 522.87	\$ 616.95	\$ 712.13	\$ 416.08	\$ 1,086.48
Administration Fee	AF2	\$20.00	3462	\$ 260.00	\$ 380.00	\$ 400.00	\$ 240.00	\$ 440.00
Court Technology Fund	CTF	\$4.00	13 3850	\$ 52.00	\$ 12.00	\$ 100.00	\$ 52.00	\$ 187.97
Driving Safety Course Administrative Fee	DSC	\$10.00	3453	\$ 70.00	\$ 220.00	\$ 140.00	\$ 90.00	\$ 130.00
Indigent Defense Fee	IDF	\$2.00	2050	\$ 18.00	\$ 4.00	\$ 38.00	\$ 20.00	\$ 78.84
State Traffic Fee & STF 19	STF - 5% SF	\$30.00	2050	\$ 2,480.31	\$ 3,330.25	\$ 3,877.56	\$ 1,624.37	\$ 4,780.91
School Crossing Guard Program	CS	\$20.00	3467					
Traffic Fee City	TFC	\$3.00	3471	\$ 156.62	\$ 202.82	\$ 247.05	\$ 101.06	\$ 306.29
Child Safety	CS-2	\$25.00	3467	\$ 25.00	\$ 211.95	\$ 34.12	\$ 25.00	
Fine	FINE		3450	\$ 10,112.66	\$ 12,768.27	\$ 14,016.80	\$ 10,253.24	\$ 23,828.26
Judicial Fee City	JFCI	\$0.60	3462	\$ 5.40	\$ 1.20	\$ 11.40	\$ 6.00	\$ 23.65
Municipal Court Building Security	MCBS	\$3.00	19 3850	\$ 27.00	\$ 6.00	\$ 57.00	\$ 30.00	\$ 118.24
State Jury Fee	SJRF	\$4.00	2050	\$ 36.00	\$ 8.00	\$ 76.00	\$ 40.00	\$ 157.66
Time Payment Plan Local	TP-L	\$10.00	3448			\$ 30.00	\$ 10.00	\$ 90.00
Time Payment Plan State	TP-S	\$12.50	2050			\$ 37.50	\$ 12.50	\$ 112.50
Administration Fee	ADMIN	\$10.00	3462	\$ 866.40	\$ 961.30	\$ 1,014.50	\$ 486.00	\$ 222.90
Consolidated Costs	CC04	\$40.00	2050	\$ 360.00	\$ 80.00	\$ 760.00	\$ 400.00	\$ 1,576.62
Judicial Fee State	JFCT2	\$5.40	2050	\$ 48.60	\$ 10.80		\$ 54.00	\$ 212.84
Time Payment Fee Local	TP-L-E	\$2.50	3449			\$ 7.50	\$ 2.50	\$ 22.50
Warrant Fee	WRNTFE	\$50.00	3462	\$ 1,371.08	\$ 1,440.10	\$ 1,433.23	\$ 1,403.80	\$ 5,642.26
Over Payment	OV		3462			\$ 0.10		
Collection Agency Fee	COLAGY		2058	\$ 1,407.00	\$ 927.68	\$ 1,543.07	\$ 1,588.40	\$ 6,131.31
Judicial Fee State	JFCT	\$3.40	2050					
State Jury Fee	FEE	\$4.00	2050					
State Indigent Fee	ST-IDF	\$2.00	2050					
Corrections Management Inst.	CMI	\$0.50	2053					
Comp to Victims of Crime Fund	CVC	\$15.00	2050					
Juvenile Delinquency	JCD2	\$0.50	2050					
Consolidated Court Costs	CCC	\$17.00	2050					
Judicial Training	JCPT2	\$2.00	2050			\$ 102.60		
Civil Justice Fee State - MVF	CJFS	\$0.09	2050	\$ 0.27		\$ 0.63	\$ 0.18	\$ 1.17
Civil Justice Fee Court - MVF	CJFC	\$0.01	462 - 2050	\$ 0.03		\$ 0.07	\$ 0.02	\$ 0.13
Fugitive Apprehension	FA	\$5.00	2050					
Child Safety Seat	CSS	\$0.15	2050					
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 70.50	\$ 155.30	\$ 50.95	\$ 151.35	\$ 478.00

### City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Truancy Prevention Fund	TPF	\$2.00		\$ 14.00	\$ 4.00	\$ 34.00	\$ 20.00	\$ 72.84
Restitution	RST							
FTA Program - State	TLFTA1	\$20.00	10 2050	\$ 200.00	\$ 40.00	\$ 320.00	\$ 203.10	\$ 496.90
FTA Program - Vendor	TLFTA2	\$6.00	10 2059	\$ 108.00	\$ 90.00	\$ 136.92	\$ 120.00	\$ 454.20
FTA Program - City	TLFTA3	\$4.00	10 3451	\$ 72.00	\$ 60.00	\$ 91.28	\$ 80.00	\$ 302.80
Local Municipal Jury Fund	LMJF	\$0.10	2049	\$ 9.60	\$ 12.22	\$ 12.33	\$ 7.34	\$ 17.78
Time Payment Reimbursement Fee	TPRF	\$15.00	3448	\$ 88.28	\$ 123.92	\$ 203.21	\$ 152.10	\$ 351.28
CCC 2020	CCC20	\$62.00	2050	\$ 5,925.71	\$ 7,526.16	\$ 7,652.30	\$ 4,539.44	\$ 11,028.49
Local Court Technology Fund	LMCTF	\$4.00	13 3850	\$ 386.32	\$ 489.57	\$ 493.69	\$ 292.87	\$ 711.50
Local Truancy Prevention Fund	LTPDF	\$5.00	10 2050	\$ 482.87	\$ 611.95	\$ 617.13	\$ 366.08	\$ 889.41
Local Building Security Fund	LMCBSF	\$4.90	13 3851	\$ 473.25	\$ 599.71	\$ 604.78	\$ 358.76	\$ 871.60
<b>Total</b>				\$ 25,659.77	\$ 30,924.15	\$ 34,895.85	\$ 23,146.19	\$ 60,875.33
State Revenue				\$ 9,082.92	\$ 11,003.21	\$ 12,898.66	\$ 6,913.61	\$ 18,518.90
Less Service Fee				\$ 167.05	\$ 176.11	\$ 294.01	\$ 128.44	\$ 423.52
Total State Revenue				\$ 8,915.87	\$ 10,827.10	\$ 12,604.65	\$ 6,785.17	\$ 18,095.38
<b>Monthly Separate Report</b>								
Child Safety Seat	CSS	\$0.15	2050	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Annual Separate Report</b>								
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 70.50	\$ 155.30	\$ 50.95	\$ 151.35	\$ 478.00
City Revenue				\$ 14,991.35	\$ 18,747.96	\$ 20,266.25	\$ 14,372.83	\$ 35,292.92
Collection Agency - Linebargar				\$ 1,407.00	\$ 927.68	\$ 1,543.07	\$ 1,588.40	\$ 6,131.31
FTA Program - Vendor				\$ 108.00	\$ 90.00	\$ 136.92	\$ 120.00	\$ 454.20
Grand Total				\$ 25,659.77	\$ 30,924.15	\$ 34,895.85	\$ 23,146.19	\$ 60,875.33
Traffic Non-Parking				134	224	110	146	335
Parking				1	1	0	0	0
Non-Traffic State Law				12	2	43	38	11
City Ordinance				18	16	23	11	18
Dispositions prior to Trial				14	14	9	9	27
Fined				14	14	9	9	17
Cases Dismissed				0	0	0	0	0
Dispositions dismissed by Prosecution				0	0	0	13	10

### City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Dispositions at Trial				107	165	126	88	212
Finding of Guilty				101	114	121	75	183
Dismissed at Trial by Prosecution				6	51	5	13	29
Dismissed After Driver Safety Course				8	5	12	9	13
Dismissed After Deferred Disposition				7	4	5	6	1
Dismissed After Proof of Financial Responsibility				0	0	3	1	4
Dismissed Compliance				14	22	24	12	26
Cases Appealed				1	0	0	1	0
Juvenile/Minor Transportation Code Cases Filed				3	5	3	3	9
Juvenile/Alcoholic Beverage Code				1	1	0	0	0
Juvenile - Non-Traffic				2	0	0	0	0
Search Warrants				0	0	0	0	0
Arrest Warrants Issued - Class C				0	0	173	92	0
Arrest Warrants Issued - Felonies, Class A & B				7	24	16	6	6
Magistrate - Class A & B & C				0	0	0	0	15
Magistrate - Felonies				0	0	0	0	0
Magistrate - Orders for Emergency Protection				0	0	0	0	0



# Memorandum

---

**To:** Joseph R. Pace  
**From:** Chief Terry David Lynch  
**Date:** 2/23/2024  
**Re:** City Council Monthly Reports

---

Mr. Pace,

The attached report for the Wharton Police Department is for the month of January, for inclusion in the City Council packet.

Please contact me if you have any questions.

**CONFIDENTIAL**

WHARTON PD YR 2024

CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YR END TOTAL	AVERAGE PER DAY
CITATIONS	75												75	0.21
WARNINGS	171												171	0.47
CRASH REPORTS	35												35	0.10
CRIMINAL REPORTS	84												84	0.23
PATROL SECURITY CHECKS	1,170												1,170	3.21
POLICE CALLS FOR SERVICE	1,113												1,113	3.05
WEMS CALLS FOR SERVICE	251												251	0.69
WVFD CALLS FOR SERVICE	46												46	0.13
TOTAL CALLS FOR SERVICE-PD/FD/EMS	2,580												2,580	7.07
VICTIM ASSISTANCE CONTACTS	11												11	0.03
OPEN RECORDS REQUESTS	19												19	0.05
VISITOR LOG IN	37												37	0.10
911 CALL INTAKE	625												625	1.71
ANIMAL CONTROL CALLS	185												185	0.51
TAGGED JUNK VEHICLES	0												0	0.00

911 calls for January '24 were answered by WPD Telecommunicators under 10 seconds 91.84% of the time.

# Memorandum

---

**To:** Joseph R. Pace  
**From:** Chief Terry David Lynch  
**Date:** 3/14/2024  
**Re:** City Council Monthly Reports

---

Mr. Pace,

The attached report for the Wharton Police Department is for the month of February, for inclusion in the City Council packet.

Please contact me if you have any questions.

**CONFIDENTIAL**

WHARTON PD YR 2024														
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YR END TOTAL	AVERAGE PER DAY
CITATIONS	75	255											330	5.50
WARNINGS	171	528											699	11.65
CRASH REPORTS	35	16											51	0.85
CRIMINAL REPORTS	84	88											172	2.87
PATROL SECURITY CHECKS	1,170	2,015											3,185	53.08
POLICE CALLS FOR SERVICE	1,113	1,661											2,774	46.23
WEMS CALLS FOR SERVICE	251	237											488	8.13
WVFD CALLS FOR SERVICE	46	43											89	1.48
TOTAL CALLS FOR SERVICE-PD/FD/EMS	2,580	3,956											6,536	108.93
VICTIM ASSISTANCE CONTACTS	11	3											14	0.23
OPEN RECORDS REQUESTS	19	17											36	0.60
VISITOR LOG IN	37	21											58	0.97
911 CALL INTAKE	625	563											1,188	19.80
ANIMAL CONTROL CALLS	185	144											329	5.48
TAGGED JUNK VEHICLES	0	0											0	0.00

911 calls for February '24 were answered by WPD Telecommunicators under 10 seconds 91.83% of the time.



City of Wharton  
Public Works Department  
1005 E. Milam Street ° Wharton, TX 77488  
Phone (979) 532-2491 ext. 801 ° Fax (979) 531-1744

## MEMORANDUM

**Date:** March 20, 2024  
**To:** Joseph R. Pace, City Manager  
**From:** Roderick Semien, Public Works Director  
**Subject:** Public Works Monthly Report

The monthly report for the Public Works Department for February 20, 2023 through March 20, 2024 is as follows:

### Streets

Maintenance all equipment; Completed inspections for equipment\vehicles due for the month  
Mow and weed-eat all City right of ways  
Street sweeper swept all City streets  
Repair/Replace street and stop signs  
Clean signs  
Mowed at the Airport  
Mowed Hwy 59 south and north  
Mowed Santa Fe Ditch  
Mowed Levee lots  
Picked up dirt on shoulder on Milam and Hughes  
Had class on Paver and how to use it  
Replaced delineator posts on Milam and FM 102  
Patched parking lot at American Legion Hall  
Placed and picked up barrels on Elm St for Touch a Truck  
Placed cold mix at tie in of new concrete driveway to road with cold mix  
Placed cold mix at end of driveway at 413 Lake Shore Dr  
Blocked off road under bridge for Levee Project

### Drainage

Cleaned catch basins during heavy rain  
Installed 16 ft of 15 in culvert and covered with 4 yds of limestone at 412 Lincoln  
Cleaned out culvert pipe on Mulberry to improve drainage  
Cleaned out culvert pipe and cut down high spot in front of pipe at 702 Jefferson to improve drainage  
Cleaned out ditch on Lincoln, removed old walkway and replaced with 6 ft of pipe and blew out pipes to improve drainage  
Installed 20 ft of 12 in poly pipe and covered with 4 yds of limestone at 308 Wilkes  
Clean out ditch in 500 block of Sunset and reset/replaced 2 driveways to improve drainage  
Clean out ditch in 300 block of Frankie and replaced 1 driveway to improve drainage  
Clean out ditch and reset culvert pipe at 3509 Cline to improve drainage on Cline  
Shaved grass on Walnut St so water will drain off road  
Fixed drain at 207 Moutray to improve drainage

### Facility Maintenance

Mowing (Croom Park 1 & 2, Guadalupe Park, City Pool, Harris Park, Shooting Range, Santa Fe Trail, Mayfair ditch, Mockingbird Park, Pleasure Park, Dinosaur Park, Riverfront Park, Park on Black St, Girls Softball Park, Little League Park, Park Ln Park, at Welcome to Wharton signs)  
Trimming trees throughout Parks  
Weedeat Santa Fe Trail

Weedeat and blow off Train Depot  
 Equipment maintenance  
 Park cleanup (Pick up and take out trash, inspect and clean bathrooms and inspect park equipment)  
 Conduct routine maintenance at facilities  
 Took down playground at Riverfront Park  
 Made bathroom repairs at Wharton Little League Park  
 Backwashed swimming pool  
 Maintenance of Santa Fe Trail fountain  
 Cut trees at Los Cucos parking lot area, removed tree stumps  
 Cut trees at Rags to Riches parking lot

### **Water & Sewer**

Water samples from Wells  
 Water well readings (daily)  
 Sewer lift station readings (daily)  
 Put Water Well #5 online  
 Repaired sewer service line on 1421 Kingston Apts  
 Installed 100 ft of sewer main line and a 4 in sewer tap at 305 W. Milam – Baird property  
 Installed a ¾ in water tap at 305 W. Milam – Baird property  
 Repaired water leak behind Eastgate Plaza  
 Repaired water leak at 292 Outlar  
 Repaired water leak at 600 Tennie  
 Wasted at Sewer Plant #2 and worked on pumps  
 Installed sewer cleanout at 1512 Briar Ln  
 Installed sewer cleanout at 3030 N. Richmond Rd  
 Mowing and weed eating Water Plants and List Stations  
 Repaired service water leak at 421 Sunny Ln  
 Helped City Hall with turn off and reconnects  
 Clearing brush along fence line along Hwy 59 to start digging looking for water leak on 16 in water line  
 Repaired water leak at 1402 Pecan  
 Repaired water leak at 2407 N. Richmond Rd  
 Repaired another water leak behind Eastgate Plaza  
 Repaired water leak at 518 Sunset

If you have any questions, please contact me at 979-532-2491 Ext. 800. Thank you.



# City of Wharton

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

## MEMORANDUM

Date: March 13, 2024  
From: Lynette Masek, Customer Service Clerk  
To: Mr. Joseph R. Pace, City Manager

**Subject: February 2024 Monthly Water / Sewer Report**

### SEWER TREATED

Plant # 1 (S. East Ave.)	0.681	Million Gallons per Day Capacity 1.5 MGD
Plant # 2 (Highway 59)	0.218	Million Gallons per Day Capacity 0.5 MGD

### DRINKING WATER PUMPED

Well # 1 (Alabama Road)	0.159	Million Gallons
Well # 2 (Cloud Street)	0.205	Million Gallons
Well # 3 (Alabama Road)	0.171	Million Gallons
Well # 4 (Valhalla Street)	0.395	Million Gallons
Well # 5		
Re-Read & Check for Leak	20	
Miscellaneous	11	
Turn off for no deposit	0	
OCC Chg-Read & Leave on	13	
Turn off service	39	
Turn on service	25	
Reconnection	29	
Check sewer backup	28	
Water leak	7	
Locate Lines	0	
Meter Maintenance	2	
Turn off for repairs	3	
Check for leak @ meter	16	
New Meter	12	
New Register	24	
Take off vacation	0	
Put on vacation	2	
Water/sewer taps	0	
Pull Meter	0	
Get reading - curr billing	15	
Check for water pressure	0	
Public Work Service Requests	13	
Meter Information	1	
Read Check after Billing	0	

**GRAND TOTALS** 260



# City of Wharton

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

## MEMORANDUM

**DATE:** March 4, 2024

**FROM:** Nathan Vogt, Code Enforcement Officer

**TO:** Joseph Pace, City Manager  
City of Wharton Council Members

**SUBJECT:** Weedy Lot Report for the month of February 2024

---

During this month, I mailed out **22** weedy lot letters. **1** property was memorandum to be mowed. **23** properties were addressed during this time period.

If you should have any questions, please contact me at (979) 532-4811 ext. 235. Thank You.





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

## MEMORANDUM

Date: March 04, 2024

From: Dwayne Pospisil, Airport Manager

To: Joseph R. Pace, City Manager

Subject: Wharton Regional Airport Fuel Report / Fuel Inventory February 2024.

	100LL B	100LL T	Jet A B	JetA T	Total
1	4.48	46.49	268	218.92	537.89
2		30.11			30.11
3	26.58				26.58
4		34.38			34.38
5		85.59		20	105.59
6		133.75	250	940.7	1324.45
7		100	59.97		159.97
8	89.99			500	589.99
9		11.19	110		121.19
10					0
11					0
12	7.6	18.73	267		293.33
13	10.75				10.75
14		26.65	207	334	567.65
15	95.59	33.2	150	98.64	377.43
16	44.34				44.34
17	36.48				36.48
18					0
19	19.68	155.3	174		348.98
20	43.88	32.91			76.79
21	47.63				47.63
22					0
23	21.82				21.82
24	39.1	13.51			52.61
25		46.18			46.18
26	7.1			240	247.1
27	5				5
28			51		51

29	27.3	36.78		28.03	92.11
30					0
31					0
Total	527.32	804.77	1536.97	2380.29	5249.35

100LL..6,722 Gal

JetA..7,314 Gal

Truck Usage..2,306 Gal