



**CITY OF WHARTON
CITY COUNCIL REGULAR MEETING**

**Monday, February 13, 2023
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, February 13, 2023 at 7:00 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

SEE ATTACHED AGENDA

Dated this 9th day of February 2023.

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 February 9, 2023, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 9th day of February 2023.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
City Council Regular Meeting
Monday, February 13, 2023
City Hall - 7:00 PM

Call to Order –Opening Devotion –Pledge of Allegiance.

Roll Call and Excused Absences.

Public Comments.

Wharton Moment.

Review and Consider:

1. Reading of the minutes from the regular meetings held January 9, 2023, and January 23, 2023.
2. Request from Mr. Don M. Hillis of 1724 Oliver Street, Pecan Acres, Block 2, Lot 9 & 10 for a 5-foot variance from the required 25-foot front property line setback resulting in a 20-foot setback for the installation of a carport.
3. Request from Mr. Raymond Harrison on behalf of John A. Barclay of McElroy Ave., Ahldag, Block 38U, Barclay, Lot 1 & 2 for a variance from Wharton, Texas - Code of Ordinances APPENDIX A - SUBDIVISIONS Sec. 5. - General requirements and design standards – 5.02 Lots to replat 3 lots to dimensions of 44' x 115'.
4. Request from Ms. Bonnie Johnson owner of 425 Croom Dr., Sycamore Grove Addition, Block ODD, Lot 2 & 3 to replat the property.
5. Request from Mr. Burnell Neal, Property Owner of 1511 Columbine Street, to have water and sewer lines relocated.
6. Presentation of Sales Tax information.
7. Wharton Police Department Annual Contact Report for 2022.
8. Resolution: A resolution of the Wharton City Council approving a price increase to the Purchase Agreement with Houston Mac Haik Dodge Chrysler, Ltd., and authorizing the Mayor of the City of Wharton to execute all documents related to said increase.
9. Resolution: A resolution of the Wharton City Council approving the EXHIBIT K Subdivision Participation and Release Forms for the Opioid Settlement and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.

10. Amendment to Contract Agreement with the Texas Municipal League Health Benefits Pool (TML Health Benefits Pool):
- A. Resolution: A resolution of the Wharton City Council approving the amendment to the Texas Municipal League (TML) Health Benefits Pool Agreement and; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.
11. Resolution: A resolution of the Wharton City Council authorizing submission of applications to the Texas Water Development Board Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) and authorizing the Mayor of the City of Wharton to execute all documents related to said submission.
12. Resolution: A resolution of the Wharton City Council approving and ratifying a Memorandum of Agreement with the Texas Historical Commission regarding the Single-Family Housing GLO Contract 19-076-050-B703 Project and authorizing the Mayor of the City of Wharton to execute all documents related to said Memorandum of Agreement.
13. Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees:
- A. Appointments.
 - B. Resignations.
 - C. Vacancies.

Adjournment.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Reading of the minutes from the regular meetings held January 9, 2023, and January 23, 2023.
<p>Attached you will find the draft minutes from the regular meetings held January 9, 2023, and January 23, 2023.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 9, 2023	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL MEETING
JANUARY 9, 2023**

Mayor, Tim Barker, declared a Regular Meeting duly open for the transaction of business at 7:00 P.M. at City Hall 120 E. Caney Street Wharton, TX. Councilmember, Clifford Jackson, led the opening devotion and Mayor, Tim Barker, led the pledge of allegiance.

Councilmember's present were: Mayor, Tim Barker, and Councilmembers, Terry Freese; Clifford Jackson; Russell Machann; Don Mueller; Larry Pittman and Steve Schneider.

Councilmember absent was: None.

Staff members present were: City Manager, Joseph R. Pace; Assistant City Attorney, Amy Rod; Finance Director, Joan Anandel; City Secretary, Paula Favors, TRMC, CPM, MMC; Assistant to the City Manager, Brandi Jimenez; EMS Director, Christy Gonzales and Police Chief, Terry David Lynch.

Visitors present were: Debra Medina, Wharton Economic Development Director, Josh Owens and Joe Southern with the Wharton Journal Spectator.

Roll Call and Excused Absences.

All Councilmembers were present.

Public Comments.

Mayor Tim Baker called for Public Comments.

Wharton Moment.

Councilmember, Don Mueller, stated the Diamond Back Sporting Show held at the Wharton Civic Center on January 7th and 8th was very nice and he considered it a successful gun show.

Review and Consider:

The first item on the agenda was to review and consider the reading of the minutes from the regular meeting held December 12, 2022. City Secretary, Paula Favors, presented a copy of the draft minutes from the regular meeting held December 12, 2022. After some discussion, Councilmember, Terry Freese, moved to approve of the minutes from the regular meeting held December 12, 2022. Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider the City of Wharton Financial Report for November 2022. Finance Director, Joan Anandel, presented the City of Wharton Financial

Report for November 2022. After some discussion, Councilmember, Russell Machann, moved to approve the City of Wharton Financial Report for November 2022. Councilmember, Don Mueller, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a request from Chief of Police, Terry Lynch, regarding the 5th Annual Cops ‘n Rodders Car Show for the following:

- A. Waive all fees associated with renting the Wharton Civic Center.
- B. Allow participants and spectators to utilize restroom facilities in the Civic Center.
- C. Allow the use of food trucks/vendors and waive permit fees.
- D. Allow the consumption of alcoholic beverages on the outdoor premises of the Civic Center.
- E. Allow the Police Department to close the roadway of University Street from Fulton Street to the entrance of the Department of Human Services Driveway, prior to and throughout the duration of the event. (8:00 a.m. – 4:00 p.m.)
- F. Use of the blue trash cans and liners from the Parks Department.
- G. Have the street sweeper sweep the parking area of the Civic Center on April 28, 2023.
- H. Should it rain, allow the potential fallback day on April 30, 2023.

Chief Terry David Lynch presented a copy of a memorandum to City Manager, Joseph Pace, regarding the 5th Annual Cops ‘n Rodders Car Show on April 29, 2023, at the Wharton Civic Center. Chief Lynch stated the Car Show would be the same as in previous years. After some discussion, Councilmember, Russell Machann, moved to approve the afore mentioned items A. through H. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a request from Chief of Police, Terry Lynch, regarding The United Forces Collector’s Convention for the following:

- A. Waive all fees associated with renting the Wharton Civic Center.
- B. Allow participants and spectators to utilize the restroom facilities in the Civic Center.
- C. Allow the use of food trucks and waive permit fees.
- D. Have the Street Sweeper sweep the parking area of the Civic Center on March 31, 2023.

Chief Terry David Lynch presented a copy of a memorandum to City Manager, Joseph Pace, regarding the United Forces Collector’s Convention at the Wharton Civic Center on Saturday, April 1, 2023. Chief Lynch stated his request was for the afore mentioned items A. through D. After some discussion, Councilmember, Russell Machann, moved to approve items A. through D. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fifth item on the agenda was to review and consider a request from Chief of Police, Terry Lynch, regarding the Touch-A-Truck event for the following:

- A. Use of Riverfront Park without fees.
- B. Road Closure-100 East Elm Street at South Fulton Street to 300 East Elm Street at South Resident Street.

- C. Use of City barricades.
- D. Allow the use of food trucks/vendors and waive permit fees.
- E. Have the Street Sweeper sweep the area March 3, 2023.

Police Chief, Terry David Lynch, presented a copy of a memorandum to City Manager, Joseph R. Pace, regarding the Touch-A-Truck Event at the Riverfront Park on Saturday, March 4, 2023 for the afore mentioned items A. through E. After some discussion, Councilmember, Russell Machann, moved to approve items A. through E. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The sixth item on the agenda was to review and consider a resolution of the Wharton City Council approving a Joint Election Agreement with Wharton County Elections Department for the City Election; and authorizing the Mayor of the City of Wharton to execute the agreement. City Secretary, Paula Favors, presented a copy of the Joint Election Agreement with Wharton County Elections Department for the City Election, which will be held May 6, 2023. Mrs. Favors stated City Attorney, Paul Webb, reviewed the Joint Election Agreement and was recommending City Council consider approving the agreement. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2023-01, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-01**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A JOINT ELECTION AGREEMENT WITH WHARTON COUNTY ELECTIONS DEPARTMENT FOR THE CITY ELECTION; AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

WHEREAS, The Wharton City Council wishes to approve the joint agreement with Wharton County Elections Department for the City election; and,

WHEREAS, The City of Wharton and Wharton County Elections Department wishes to be bound by the conditions set forth in the 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. That the Wharton City Council hereby approves an agreement between the City of Wharton and Wharton County Elections Department for the City election.

Section II. That the City of Wharton and Wharton County Elections Department are hereby bound by the conditions set forth in the agreement.

Section III. That the Wharton City Council hereby authorizes the Mayor of the Wharton to execute the agreement.

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

Passed, Approved, and Adopted this the 9th day of January 2023.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

The seventh item on the agenda was to review and consider a resolution of the Wharton City Council approving an agreement between the City of Wharton and Prudentia, Inc., for Emergency Medical Services Billing and Collection Services and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement. Director of EMS, Christy Gonzales, presented a copy of the agreement between the City of Wharton and Prudentia, Inc., for Emergency Medical Services Billing and Collection Services. Mrs. Gonzales stated that City Attorney, Paul Webb, had reviewed and approved the agreement. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2023-02, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-02**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF WHARTON AND PRUDENTIA, INC., FOR EMERGENCY MEDICAL SERVICES BILLING AND COLLECTION SERVICES AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.

WHEREAS, Prudentia, Inc., and the City of Wharton wish to enter into an agreement for Emergency Medical Services Billing and Collection Services; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute the agreement; and,

WHEREAS, The Wharton City Council wishes this resolution to become effective immediately upon its passage.

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 the agreement for Emergency Medical Services Billing and Collection Services between Prudentia, Inc., and the City of Wharton.

Section II. The Mayor of the City of Wharton is hereby authorized to execute the agreement.

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

PASSED, APPROVED, and ADOPTED this 9th day of January 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The eighth item on the agenda was to review and consider a resolution of the Wharton City Council approving an agreement between the City of Wharton and Civicplus, for annual recurring supplements services and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement. City Secretary, Paula Favors, presented a copy of a draft service agreement with CivicPlus for the City of Wharton’s codification of Ordinances services that the City Staff was requesting the City Council consider approving. Mrs. Favors stated the City of Wharton submits ordinances needed for codification on an as needed basis to CivicPlus and the new Annual Billing Model for Supplement Services would replace the current “per page” rate and associated fees for supplement services. She said that there was a 20% discount for the first full

year, for those able to sign the agreement before January 10, 2023, and the following rates would apply:

- * First Year - \$3038 - \$607.60 (20% discount) = \$2430.40.
- * Second Year - \$3038
- * Third Year - \$3189.90 (5% uplift)

Mrs. Favors said City Attorney, Paul Webb, had also reviewed and approved the agreement to be submitted for City Council consideration. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2023-03, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-03**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF WHARTON AND CIVICPLUS, FOR ANNUAL RECURRING SUPPLEMENTS SERVICES AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.

WHEREAS, the City of Wharton wishes to enter into an agreement with CivicPlus, for annual recurring supplements services; and,

WHEREAS, the Wharton City Council and CivicPlus, wishes to be bound by the conditions as set forth in the agreement; and,

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

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

Section I. That the Wharton City Council hereby approves an agreement with CivicPlus, for annual recurring supplements services.

Section II. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to the agreement.

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

Passed, Approved, and Adopted this 9th day of January 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Terry Freese, seconded the motion. All voted in favor.

The ninth item on the agenda was to review and consider a resolution of the Wharton City Council authorizing the submission of a grant application for the Texas Department of Transportation (TxDOT) 2023 Transportation Alternatives Set-Aside (TA Set-Aside) Program Call for Projects and authorizing the Mayor of the City of Wharton to execute all documents relating to said application. Finance Director, Joan Anandel, stated that on December 2, 2022, the Texas Department of Transportation (TxDOT) announced a statewide Call for Projects under the Transportation Alternatives Set-Aside (TA Set-Aside) Program for population areas of 200,000 or less. Mrs. Anandel said the TA Set-Aside Program provides funding to construct a variety of alternative transportation projects that improve mobility for non-motorized users and mitigate congestion by providing transportation options and safe routes to school. She said the City had applied and received funding under this program in 2009, 2012 and 2020 for numerous sidewalk improvements throughout the City and in previous years, the City had been responsible for a 25% match in funding, however the City was eligible for Transportation Development Credits for this year's funding cycle which would cover the match and provide 100% design and construction funding. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2023-04, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-04**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE TEXAS DEPARTMENT OF TRANSPORTATION 2023 TA SET-ASIDE PROGRAM CALL FOR PROJECTS AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION.

WHEREAS, The Texas Department of Transportation administers the federally funded TA Set-Aside Program which provides opportunities for non-traditional transportation related activities; and,

WHEREAS, Projects submitted under this program should go above and beyond standard transportation activities and be integrated into the surrounding environment in a sensitive and creative manner that contributes to the livelihood of the communities, promotes the quality of the environment, provides safe routes to school, and enhances the aesthetics of roadways; and,

WHEREAS, The Texas Department of Transportation has announced the 2023 Program Call for candidate enhancement projects for the TA Set-Aside Program; and,

WHEREAS, The Wharton City Council wishes to submit an application to the Texas Department of Transportation for sidewalk additions that would include the creation of safe routes to school and ADA compliant pedestrian accessibility in Wharton in accordance with the State of Texas regulations; and,

WHEREAS, The Wharton City Council wishes to agree to provide the required local match at 20% or greater of the total project cost, including being responsible for all non-federally fundable items and 100% of cost over runs if determined ineligible for the 2023 Transportation Development Credits; and,

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

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

Section I. The above listed project, if selected for the TA Set-Aside Program funding by the Texas Department of Transportation, will be placed in the appropriate Transportation Improvement Program for the City of Wharton.

Section II. The City of Wharton, Texas, fully supports and authorizes the submission of an application for funding through the Texas Department of Transportation TA Set-Aside Program with the specific goal of sidewalk construction that would include the creation of safe routes to school and ADA compliant pedestrian accessibility for ADA compliance in Wharton in accordance with the State of Texas regulations.

Section III. The City of Wharton feels strongly that the proposed project demonstrates the City of Wharton's desire to provide safe, ADA compliant pedestrian routes in Wharton.

Section IV. The City of Wharton supports funding this project as described in the 2023 TA Set-Aside Nomination Form (including the construction budget, the department's 15% administrative cost, and the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Wharton is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

Section V. The Mayor of the City of Wharton is hereby authorized to execute all documents related to said application.

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

Passed, Approved and Adopted this the 9th day of January 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

The tenth item on the agenda was to review and consider a resolution of the Wharton City Council approving a contract for services to complete the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLFR), TX1666 and authorizing the Mayor of the City of Wharton to execute all documents related to said contract and setting an effective date. Finance Director, Joan Anandel, stated that as part of the City of Wharton Recovery Plan, the City Council authorized funding to prepare a Downtown Master Plan. Mrs. Anandel said that on November 14, 2022, the Council established a Consultant Selection Committee (CSC) for the selection of a qualified firm to perform the Downtown Master Plan for the City of Wharton. She said the City Staff issued a request for proposals (RFP) for firms and services to prepare the Master Plan that was funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666 and establish a Consultant Selection Committee to review the RFP’s submitted for the program. Mrs. Anandel said the City received seven proposals and the CSC Economic Development Committee was recommending Ardurra out of the following submitted proposals:

1. Kendig Keast Collaborative
2. Cartodyne
3. Angelou Economics
4. Orchestra Partners
5. Askura Robinson
6. LJA
7. Ardurra

After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2023-05, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-05**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A CONTRACT FOR SERVICES TO COMPLETE THE DOWNTOWN MASTER PLAN FUNDED THROUGH THE CITY OF WHARTON AMERICAN RESCUE PLAN ACT – FEDERAL CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA-CLRF), TX1666 AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT AND SETTING AN EFFECTIVE DATE.

WHEREAS, The City of Wharton received sealed bids for the Downtown Master Plan on December 20, 2022; and,

WHEREAS, The Wharton City Council wishes to approve a contract between the City of Wharton and Ardurra for services to complete the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666; and,

WHEREAS, The City of Wharton authorizes the Mayor of the City of Wharton to execute the agreement and wishes to be bound by the conditions as set forth in 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 approves a contract between the City of Wharton and Ardurra for services to complete the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666.

Section II. The Wharton City Council hereby approves to authorize the Mayor of the City of Wharton to execute the agreement.

Section III. The City of Wharton and Ardurra are hereby bound by the conditions as set forth in the agreement.

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

Passed, Approved, and Adopted this the 9th day of January 2023.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS

City Secretary

Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The eleventh item on the agenda was to review and consider a resolution of the Wharton City Council supporting a petition to the State Legislature during the 2023 Session to address state funding to match competitive federal rail programs. Director of Economic Development, Josh Owens, stated Wharton County was strategically located for warehousing and distribution industries because of our location on the USMCA/KCS corridor and proximity to the Houston Metro. Mr. Owens said the Texas Department of Transportation/the State of Texas had not pursued federal funding for rail enhancements due to the lack of a state appropriation of matching funds for federal rail grants and Texas had left \$19 billion in potential federal grants on the table due to lack of state matching funds for federal grants. He said it was requested that the City consider submitting a resolution in support of the petition to get this funding applied to the appropriate places and available for the use of cities and counties that could desperately use the funding. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2023-06, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-06**

A RESOLUTION OF THE WHARTON CITY COUNCIL SUPPORTING A PETITION TO THE STATE LEGISLATURE DURING THE 2023 SESSION TO ADDRESS STATE FUNDING TO MATCH COMPETITIVE FEDERAL RAIL PROGRAMS.

WHEREAS, The Federal Bipartisan Infrastructure Law (BIL), signed into law November 2021, provides for a generational investment in America’s intermodal transportation needs for five years: and,

WHEREAS, Freight and intercity passenger rail is an integral part and engine of our economy; and,

WHEREAS, Funding programs to be administered by the Federal Railroad Administration will allow for rail improvement projects at the local, region and state level to move people and goods; and,

WHEREAS, These projects will include eliminating and improving dangerous at-grade highway rail crossings, improve the safety, efficiency, and reliability of railroads; and,

- WHEREAS,** Programs can provide funding for track rehabilitation, elimination of rail bottlenecks and repair or replacement of aging bridges in rural rail districts; and,
- WHEREAS,** The BIL can provide funding for the development of industrial rail parks and transload facilities in rural areas to promote economic growth and jobs; and,
- WHEREAS,** Programs can identify and develop federal-state partnerships for intercity passenger rail to restore service to towns and cities long deprived of options for surface transportation; and,
- WHEREAS,** The State of Texas lost out on its share of over \$19 billion in the last decade because there was no state match available for competitive federal grants and those funds went to other states; and,
- WHEREAS,** Appropriated Fund 0306, the Texas Rail Relocation and Improvement Fund, approved in a constitutional amendment in 2005 but never funded; and,
- WHEREAS,** The Rail Relocation and Improvement Fund would direct the Texas Department of Transportation and their Rail Division to be involved in the planning, programming, and construction of projects to move people and goods in our state; and,
- WHEREAS,** The livelihood of our growing economy depends on a strong multi-modal transportation network that includes rail; and,
- WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute the resolution on behalf of the City.

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

Section I. They support a petition to the State Legislature during the 2023 session to address Texas' transportation infrastructure needs with a FAIR-SHARE-FOR-RAIL kickstart appropriation to the Rail Relocation and Improvement Fund in an amount determined by the Texas Department of Transportation as sufficient to enable the State to compete for matching funds in federal rail grant programs.

Section II. The Mayor of the City of Wharton is hereby authorized to execute all documents related to said resolution.

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

Passed, Approved and Adopted this the 9th day of January 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The twelfth item on the agenda was to review and consider appointments, resignations and vacancies to the City of Wharton Boards, Commissions and Committees:

- A. Appointments.
- B. Resignations.
- C. Vacancies.

After some discussion, no action was taken.

The thirteenth item on the agenda was to review and consider City Council Boards, Commissions and Committee Reports:

- A. Finance Committee meeting held December 12, 2022.

After some discussion, no action was taken.

There being no further discussion, Councilmember, Don Mueller, moved to adjourn. Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

The meeting adjourned at 7:18 p.m.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL REGULAR MEETING
JANUARY 23, 2023**

Mayor, Tim Barker, declared a Regular Meeting duly open for the transaction of business at 7:00 P.M. at City Hall 120 E. Caney Street Wharton, TX. Councilmember, Russell Machann, led the opening devotion and Mayor, Tim Barker, led the pledge of allegiance.

Councilmember's present were: Mayor, Tim Barker, and Councilmembers, Terry Freese; Russell Machann; Don Mueller; Larry Pittman and Steve Schneider.

Councilmember absent was: Clifford Jackson.

Staff members present were: City Manager, Joseph R. Pace; City Attorney, Paul Webb; Finance Director, Joan Andel; City Secretary, Paula Favors, TRMC, CPM, MMC; Director of Planning and Development, Gwyn Teves, CPM; Assistant to the City Manager, Brandi Jimenez; Public Works Director, Anthony Arcidiacono; Sgt. Stephen Jimenez; Code Enforcement Officer, Nathan Vogt and Building Official, Claudia Velasquez.

Visitors present were: Mike Moss; Katie Moss; Kaye McKlaine; Debbie Folks; Austin Howell; Sam Lilley with Grantworks and Joe Southern with the Wharton Journal Spectator.

Roll Call and Excused Absences.

After some discussion, Councilmember, Russell Machann, moved to excuse Councilmember, Clifford Jackson. Councilmember, Don Mueller, seconded the motion. All voted in favor.

Public Comments.

Mayor, Tim Barker, called for Public Comments.

Ms. Kaye McKlaine expressed her concerns to the City Council regarding a logo change that the Wharton Economic Development Corporation was requesting to make. Ms. McKlaine stated that she felt it was wasted spending and she wanted a statement of exactly what the logo would be used for.

Wharton Moment.

Mayor, Tim Barker, called for Wharton Moments. No comments were given.

Review and Consider:

The first item on the agenda was to review and consider a presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract CDM-0262. Mr. Sam Lilley, with Grantworks, gave a presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract CDM-0262. After some discussion, no action was taken.

The second item on the agenda was to review and consider City of Wharton Financial Report for December 2022. Finance Director, Joan Andel, presented the City of Wharton Financial Report for December 2022. After some discussion, Councilmember, Russell Machann, moved to approve the City of Wharton Financial Report for December 2022. Councilmember, Don Mueller, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider City of Wharton Municipal Election 2023:

Ordinance: An ordinance ordering a City Officer's Election to be held as a joint election with Wharton County Elections Department for the purpose of electing the positions of Mayor and Councilmembers; Providing for the date, time and place of the election, Notice of the Election, Filing Applications; Drawing for Ballot Positions, Use of Accessible Voting System, Appointment of Election Workers, Early Voting and Making Election Returns.

Una ordenanza ordenando una eleccion de funcionarios de la ciudad a celebrarse de forma conjunta con el departamento de elecciones alcalde y del condado de Wharton con el proposito de elegir puestos de concejales; asignando la fecha, Horas, Y presentacion de solicitudes, sorteo para lugares en la balota, use de sistema de votacion accesible, Nombramiento de los trabaj adores de la eleccion, votacion anticipada, Y entrega de los resultados de la eleccion.

City Secretary, Paula Favors, stated it was time to order the City of Wharton Joint Election with the Wharton County Elections Department. Mrs. Favors stated the Election was set for May 6, 2023. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Ordinance No. 2023-01A and 2023-01B, which read as follows:

**CITY OF WHARTON, TEXAS
ORDINANCE NO. 2023-01A**

AN ORDINANCE ORDERING A CITY OFFICERS ELECTION TO BE HELD AS A JOINT ELECTION WITH WHARTON COUNTY ELECTIONS DEPARTMENT FOR THE PURPOSE OF ELECTING THE POSITIONS OF COUNCILMEMBERS; PROVIDING FOR THE DATE, TIME, AND PLACE OF THE ELECTION, NOTICE OF THE ELECTION, FILING APPLICATIONS, DRAWING FOR BALLOT POSITIONS, USE OF ACCESSIBLE VOTING SYSTEM, APPOINTMENT OF ELECTION WORKERS, EARLY VOTING, AND MAKING ELECTION RETURNS.

BE IT ORDAINED by the City Council of the City of Wharton, Texas:

"Section 32 of the City Charter provides that regular elections to elect members of the city council shall be held on the first Saturday of May each year. At the regular election in each even-numbered year, the voters shall elect a mayor and three councilmen. At the regular election in each odd-numbered year, the voters shall elect three (3) councilmen. The mayor and councilmen shall serve for terms and numbered places as provided in Article II of this charter. The city council may, by ordinance or resolution, order special elections, fix the dates, give notice, and provide all means for holding such special elections."

Joint Election

Wharton County Elections Department will be conducting the duties as described in the Joint Election Agreement.

Position

An election shall be held in the City of Wharton, Texas, for the purpose of electing the following officials for the City:

- Councilmember - District No. 1
- Councilmember - District No. 3
- Councilmember at Large - Place No. 5

Date

An election shall be held in the City of Wharton, Texas, on **May 6, 2023**.

Time

The polls shall open for voting at **7:00 a.m.** and shall close at **7:00 p.m.**

Location

The election shall be held at the Wharton Civic Center – Duncan Auditorium, 1924 N. Fulton St., Wharton, Texas; Wharton County Library – El Campo Branch 200 W. Church. El Campo, Texas 77437 and Wharton County Library – East Bernard Branch 746 Clubside Drive East Bernard, Texas 77435.

Notice of City Officers' Election

The Mayor shall cause a notice by publication of this election to be published at least once in a newspaper that is published in the City of Wharton, Texas, and that is in the jurisdiction of the City of Wharton, Texas, which publication shall be not earlier than the **30th day** nor later than the **10th day** before election day.

The Mayor shall also give notice of the election by causing a copy of the notice of election to be posted not later than the **21st day** before election day on the bulletin board located at the City

Hall, 120 East Caney, Wharton, Texas, and used for posting notices of meetings of the Wharton City Council. The notice shall include the location of the polling place.

Eligibility to Vote

The election shall be held in accordance with the Election Code of the State of Texas. Only qualified resident voters of the City of Wharton, Texas, shall be eligible to vote in the election.

Candidate Names

The City Secretary shall, in accordance with the terms and provisions of the Texas Election Code, order the candidate names to be printed on the ballots for said General Election.

Filing

Candidates must file applications for a place on the ballot with the City Secretary of the City of Wharton, Texas, beginning on **January 18, 2023**, and continuing through **5:00 p.m.** on **February 17, 2023**. A declaration of write-in candidacy must be filed not later than **5:00 p.m.** on **February 21, 2023**.

Candidates for City Councilmember must designate the position filed for either Councilmember - District No. 1, Councilmember - District No. 3 or Councilmember at Large - Place No. 5.

Drawing for Ballot Positions

On **February 27, 2023**, at **10:00 a.m.**, a drawing will take place in the office of the City Secretary for the purpose of determining the order of the candidates' names as they are to appear on the ballot.

The City Secretary shall post a notice of the date, hour, and place of the drawing and this notice shall remain posted continuously for at least 72 hours immediately preceding the scheduled time of the drawing.

Ballots

Paper ballots shall be used for the purposes of provisional and mail-out for early voting and provisional for election day.

Accessible Voting System

Section 61.012 of the Texas Election Code requires that the City of Wharton must provide at least one accessible voting system in each polling place used in a Texas election on or after

January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote BMD voting machines are an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. The City of Wharton shall lease or rent from the County of Wharton as authorized by Section 123.032.

The City of Wharton hereby adopts for use in Early Voting and Election Day Voting the ExpressVote BMD voting machines as approved by the Secretary of State to comply with HAVA requirements.

Elections Recording Management Tabulation System

The City of Wharton shall lease or rent from the County the ERM (Elections Recording Management) systems for tabulation purposes, if needed.

Election Officers

The Wharton County Elections Department (WCED) will be responsible for the appointment of the presiding judge and alternate judge. The following-named persons are appointed officers for the election:

Early Voting Presiding Judge: Lorna Kaiser
Early Voting Alternate Presiding Judge: Melvin Sands

Election Day Presiding Judge: Lorna Kaiser
Election Day Alternate Judge: Melvin Sands

WCED shall arrange the training. WCED is responsible for notifying the election presiding and alternate judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that the presiding and alternate judges appointed are eligible to serve. The presiding judge, with the assistance from WCED, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.

Early Voting

Wharton County Elections Administrator is Cindy Richter, appointed early voting clerk and is authorized to appoint other deputies to serve as early voting clerks.

The early voting by personal appearance for the above-designated election shall take place at the Wharton County Annex D, Suite 115, E. Milam, Wharton, Texas. The place for early voting shall remain open on each day that is not a Saturday, Sunday, or an official state holiday, between the hours

of **8:00 a.m.** and **5:00 p.m.**, beginning on **April 24, 2023**, and continuing through **April 28, 2023; Monday, May 1, 2023**, and continuing through **May 2, 2023**, between the hours of **7:00 a.m.** to **7:00 p.m.**

Voters may send ballot applications and mailed ballots to the Wharton County Elections Administrator's office at P.O. Box 390, Wharton, TX 77488.

Early Voting Ballot Board

An Early Voting Ballot Board is hereby established for the purpose of early voting results. Wharton County Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. Wharton County Elections Administrator shall act as Early Voting Ballot Board Clerk.

Compensation for Election Officials and Clerks

The election officials and clerks shall be compensated in the following manner:

The Election Judge for the **May 6, 2023**, General Election shall be paid \$9.25 per hour. The Election Judge shall also be paid \$25.00 for delivering the precinct records, keys to ballot box or other election equipment and unused election supplies after the election.

The Alternate Judge for the **May 6, 2023**, General Election shall be paid \$8.75 per hour.

The Election Clerk(s) for the **May 6, 2023**, General Election shall be paid \$8.75 per hour.

Writ of Election

Wharton County Elections Administrator shall deliver to the above-appointed presiding judge for the election not later than the **15th day** before election day.

Returns

"Section 41 of the City Charter provides that city elections shall be canvassed within one (1) week after the election; however, pursuant to changes in the Texas Election Code, Section 67.003, the local canvass shall convene not earlier than the third day or later than the **11th** day after the election day." The period for official canvass shall be from **May 9 - 17, 2023**. The officers holding the election shall make returns of the results thereof to the Mayor of this City, as required by the Election Code of the State of Texas.

Order

The City Council of the City of Wharton, Texas, shall order the election, in accordance with the foregoing provisions.

Severability

If any court of competent jurisdiction rules that any section, subsection, sentence, clause, phrase, or portion of this ordinance is invalid or unconstitutional, any such portion shall be deemed to be a separate, distinct, and independent provision, and any such ruling shall not affect the validity of the remaining portions hereof.

Passage and Approval

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, on this 23rd day of January, 2023.

CITY OF WHARTON, TEXAS

ATTEST:

By: _____
Tim Barker
Mayor

Paula Favors
City Secretary

APPROVED AS:

Paul Webb
City Attorney

**CIUDAD DE WHARTON, TEXAS
ORDENANZA N° 2023-01B**

UNA ORDENANZA ORDENANDO UNA ELECCIÓN DE FUNCIONARIOS DE LA CIUDAD A CELEBRARSE DE FORMA CONJUNTA CON EL DEPARTAMENTO DE ELECCIONES DEL CONDADO DE WHARTON CON EL PROPÓSITO DE ELEGIR PUESTOS DE CONCEJALES; ASIGNANDO LA FECHA, HORAS, Y LUGAR DE LA ELECCIÓN, EL AVISO DE LA ELECCIÓN, PRESENTACION DE SOLICITUDES, SORTEO PARA LUGARES EN LA BALOTA, USO DE SISTEMA DE VOTACIÓN ACCESIBLE, NOMBRAMIENTO DE LOS TRABAJADORES DE LA ELECCION, VOTACIÓN ANTICIPADA, Y ENTREGA DE LOS RESULTADOS DE LA ELECCIÓN.

El Consejo Municipal de La Ciudad De Wharton, Texas, ORDENA:

“La Sección 32 de la Carta Constitutiva establece que se realicen elecciones ordinarias para elegir concejales el primer sábado de mayo de cada año. En la elección regular de cada año par, los votantes elegirán un alcalde y tres concejales. En la elección regular de cada año impar, los votantes elegirán tres (3) concejales. El alcalde y los concejales desempeñarán sus puestos durante el periodo de tiempo y en los lugares numerados según se establece en el Artículo II de esta carta. El consejo municipal puede, ya sea por medio de una ordenanza o de una resolución, ordenar elecciones especiales, fijar las fechas, dar aviso, y ofrecer todos los medios para realizar tales elecciones especiales”

Elección conjunta

El Departamento de elecciones del condado de Wharton realizará las obligaciones descritas en el Acuerdo de Elección Conjunta.

Puesto

Se celebrará una elección en la ciudad de Wharton, Texas, con el propósito de elegir a los siguientes oficiales de la Ciudad:

Concejal - Distrito No. 1
Concejal – Distrito No. 3
Concejal de forma irrestricta – Posición No. 5

Fecha

Se celebrará una elección en la ciudad de Wharton, Texas, el **6 de mayo de 2023**.

Horas

Los lugares de votación abrirán para votar a las **7:00 a.m.** y se cerrarán a **las 7:00 p.m.**

Lugares

La elección se celebrará en el Auditorio Duncan del Centro Cívico de Wharton, 1924 N. Fulton Street, Wharton, Texas; la Biblioteca del condado de Wharton – sucursal de El Campo 200 W. Church, El Campo, Texas 77437 y la Biblioteca del condado de Wharton – sucursal de East Bernard 746 Clubside Drive, East Bernard, Texas 77435.

Aviso de elección de oficiales municipales

El Alcalde anunciará el aviso de la elección mediante la publicación del aviso por lo menos una vez en un periódico publicado en la ciudad de Wharton, Texas, y que esté en la jurisdicción de la ciudad de Wharton, Texas, cuya publicación no sea anterior a **30 días** antes ni posterior a **10 días** antes de la fecha del día de la elección.

El Alcalde también anunciará el aviso de la elección mediante la publicación del aviso en el tablero de anuncios ubicado en la Alcaldía, 120 East Caney, Wharton, Texas, utilizado para publicar los avisos de las reuniones del Concejo Municipal de Wharton no después de **21 días** antes de la elección. El aviso contendrá la ubicación del lugar de la votación.

Elegibilidad para votar

La elección se realizará de acuerdo con el Código de Elecciones del estado de Texas. Solamente los electores capacitados de la ciudad de Wharton, Texas, serán elegibles para votar en la elección.

Nombres de los candidatos

La Secretaria Municipal de acuerdo con los términos y disposiciones del Código de Elecciones del estado de Texas ordenará que los nombres de los candidatos sean impresos en las balotas para dicha Elección General.

Período de presentación

Los candidatos deben presentar sus solicitudes para un lugar en la balota a la Secretaria Municipal de la Ciudad de Wharton, Texas, a partir del **18 de enero de 2023** y continuando hasta las **5:00 de la tarde del 17 de febrero de 2023**. La declaración de solicitud de candidato anotado se debe presentar no más tarde de las 5:00 de la tarde del **21 de febrero de 2023**.

Los candidatos para concejales municipales deben designar el puesto al que se están postulando, ya sea para concejal- Distrito No. 1, concejal - Distrito No. 3, o concejal - Distrito No. 5 de forma irrestricta.

Sorteo para los lugares en las balotas

El 27 de febrero de 2023, a las 10:00 de la mañana se celebrará un sorteo en las oficinas de la Secretaria Municipal con el propósito de determinar el orden en que los nombres de los candidatos se imprimirán en la balota.

La Secretaria Municipal publicará el aviso de la fecha, hora y lugar del sorteo y este aviso deberá permanecer anunciado continuamente por lo menos las 72 horas inmediatamente anteriores a la hora programada para tal sorteo

Balotas

Se usarán balotas de papel con los propósitos de los votos provisionales y por correo para la votación anticipada y provisionales para el día de la elección.

Sistema de votación Accesible

La sección 61.012 del Código de Elecciones de Texas requiere que la Ciudad de Wharton deberá ofrecer al menos un sistema de votación accesible en cada lugar de votación usado en cualquier elección de Texas a partir del 1° de enero de 2006. Este sistema debe de cumplir con las leyes federales y estatales que establecen los requisitos para sistemas de votaciones para que los votantes con discapacidades físicas voten en una balota secreta.

La oficina del Secretario de Texas ha certificado que las máquinas de votación Express Vote BMD son un sistema de votación accesible que puede ser usado legalmente en las elecciones de Texas.

Las secciones 123.032 y 123.035 del Código de Elecciones de Texas autorizan a las subdivisiones políticas la adquisición de sistemas de votación y además ordenan ciertos requisitos mínimos para los contratos relacionados con la adquisición de tales sistemas de votación. La Ciudad de Wharton arrendará o alquilará del condado de Wharton según está autorizado por la sección 123.032.

La Ciudad de Wharton por medio del presente adopta para su uso en la votación anticipada y en el día de la elección las máquinas de votación Express Vote BMD según está aprobado por el Secretario del Estado para cumplir con los requisitos HAVA.

Sistema de Administración de la Tabulación de los Registros

La Ciudad de Wharton arrendará o alquilará del condado la (ERM) (Administración de Registros de Elecciones) con los propósitos de tabulación, si fuera necesario.

Oficiales de la elección

El Departamento de Elecciones del Condado de Wharton (WCED) será responsable del nombramiento del juez presidente y del juez presidente alterno. Las siguientes personas designadas son nombradas como oficiales para la elección;

Juez Presidente de la Votación Anticipada: Lorna Kaiser
Juez Presidente Alterno de la Votación Anticipada: Melvin Sands

Juez Presidente el Día de la Elección: Lorna Kaiser
Juez Presidente Alterno el Día de la Elección: Melvin Sands

El WCED dispondrá el entrenamiento. El WCED es responsable de notificar al juez presidente y al juez presidente alterno de los requisitos del Subcapítulo C del Capítulo 32 del Código de Elecciones de Texas, y tomará las medidas necesarias para asegurar que los jueces presidentes y los jueces presidentes alternos nombrados sean elegibles para desempeñar el cargo. El juez presidente, con la asistencia del WCED, será responsable de asegurar la elegibilidad de cada secretaria nombrada para asistir al juez presidente a realizar la elección.

Votación anticipada

La administradora de elecciones del Condado de Wharton es Cindy Richter nombrada como secretaria de la votación anticipada y queda autorizada a nombrar a otros asistentes para desempeñarse como secretarías de la votación anticipada.

La votación anticipada por comparecencia personal para la elección nombrada aquí arriba se realizará en el Anexo D del Condado de Wharton, Sala 115, E. Milam, Wharton, Texas. El lugar de votación anticipada permanecerá abierto cada día que no sea sábado, domingo, o fiesta estatal oficial, desde las **8:00 de la mañana hasta las 5:00 de la tarde**, comenzando el **24 de abril de 2023** y continuando hasta **abril 28 de 2023** inclusive; **el lunes 28 de abril de 2023** y continuando el **2 de mayo de 2023** desde las **7:00 de la mañana a las 7:00 de la noche**.

Los votantes deben enviar las solicitudes de balotas y las balotas votadas por correo a la oficina de la administradora de elecciones del Condado de Wharton: P.O. Box 390, Wharton, Texas 77488.

Junta de Balotas de la Votación Anticipada

Por medio del presente se establece una Junta de Balotas de la Votación Anticipada con el propósito de los resultados de la votación anticipada. La administradora de elecciones del Condado de Wharton nombrará al juez presidente de la Junta de Balotas de la Votación Anticipada. La administradora de elecciones del Condado de Wharton actuará como secretaria de de la Junta de Balotas de la Votación Anticipada.

Compensación para los Oficiales y los Secretarios de la Elección

Los oficiales y los secretarios de la elección serán compensados de la siguiente forma:

El juez de la elección de la elección general del 6 de mayo de 2023 será remunerado a \$9.25 por hora. El juez de la elección también será pagado \$25.00 por entregar los registros de los precintos, las llaves de la caja de las balotas u otro equipo electoral y los suministros electorales que no se hayan usado después de la elección.

El Juez alterno para la elección general del 6 de mayo de 2023 será remunerado a \$8.75 por hora.

Los secretarios de la elección para la elección general del 6 de mayo de 2023 serán remunerados a \$8.75 por hora.

Oficio de Elección

La administradora de elecciones del Condado de Wharton entregará al arriba nombrado juez presidente para la elección no más tarde de **15 días** antes del día de la elección.

Resultados

“La Sección 41 de la Carta Constitutiva dispone que las elecciones municipales serán escrutinadas durante una (1) semana después de la elección; sin embargo, de acuerdo con los cambios del Código de Elecciones de Texas, Sección 67.003, el escrutinio local se congregará no antes del tercer día ni más tarde del onceavo (11) día después del día de la elección.”. El periodo para los escrutinios oficiales será desde el 9 hasta el 17 de mayo de 2023. Los oficiales que realicen la elección deberán entregar los resultados de ella al alcalde de esta Ciudad, según lo requiere el Código de Elecciones de Texas.

Orden

El Consejo Municipal de la Ciudad de Wharton, Texas, ordenará la elección de acuerdo con las siguientes disposiciones.

Divisibilidad

Si algún tribunal de jurisdicción competente dicta que cualquier sección, subsección, oración, cláusula, frase, o parte de esta orden sea inválida o inconstitucional, dicha parte será considerada como disposición separada, distinta e independiente, y dicho dictamen no afectará a la validez de las partes restantes de esta.

Promulgación y Aprobación

PASADO Y APROBADO por El Consejo Municipal de la Ciudad de Wharton, Texas, este día 23 de enero de 2023.

**CIUDAD DE WHARTON, TEXAS
AT ESTIGUACIÓN:**

Por: _____
Tim Barker
Alcalde

Por: _____
Paula Favors
Secretaria Municipal

APROBADO:

Paul Webb
Abogado Municipal

Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a request from the Beautification Commission to refurbish Railroad Depot Signs as a Boy Scout Eagle Project. Building Official, Claudia Velasquez, stated the Beautification Commission was requesting to obtain approval from the City Council to refurbish four Railroad Depot Signs as a Boy Scout Eagle Project. Mr. Austin Howell with Boy Scout Troop 326, stated that he was requesting to paint the signs, replace the vinyl lettering and secure the signs on the existing poles. After some discussion, Councilmember, Don Mueller, moved to approve allowing Austin Howell with Boy Scout Troop 326, to paint the railroad depot signs, replace the vinyl lettering and secure the signs back on the existing poles. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The fifth item on the agenda was to review and consider a resolution of the Wharton City Council approving the purchase of an Asphalt Paving Machine for the City of Wharton Public Works Department and authorizing the Mayor of the City of Wharton to execute all documents related to said purchase. Public Works Director, Anthony Arcidiacono, presented a copy of the quote for a 2009 Volvo PF6160 Asphalt Paving Machine from Servinor Corp. Mr. Arcidiacono stated the machine was lightly used with very low hours and would allow the Public Works Department to pave streets in-house. He said the funds of \$30,000 would be taken from the Capital Improvement Fund. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2023-07, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-07**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE PURCHASE OF AN ASPHALT PAVING MACHINE FOR THE CITY OF WHARTON PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, It is in the best interest of the City of Wharton to purchase a 2009 Volvo PF6160 Asphalt Paving Machine from Servinor Corp., for the Public Works Department; and,

WHEREAS, The Wharton City Council wishes to approve funding from the Capital Improvement Fund in the amount of \$30,000.00 to be used to purchase said equipment; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute any and 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. That the Wharton City Council hereby approves the purchase in the amount of \$30,000.00 to purchase a 2009 Volvo PF6160 Asphalt Paving Machine from Servinor Corp.

Section II. That the Mayor of the City of Wharton is hereby authorized to execute any and all documents related to said purchase.

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

Passed, Approved, and Adopted this 23rd day of January 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Russell Machann, seconded the motion. All voted in favor.

The sixth item on the agenda was to review and consider a resolution of the Wharton City Council authorizing and ratifying the emergency sanitary sewer line repair in the 500 Block of East Alabama Street and authorizing the City Manager of the City of Wharton to execute all documents related to said ratification. Public Works Director, Anthony Arcidiacono, presented a copy of a memorandum from him regarding the emergency Sanitary Sewer Line Repair on Alabama Street between Olive Street and Walnut Street. Mr. Arcidiacono stated that on Wednesday, January 11, 2023, the Public Works Department went to replace the Sanitary Sewer Service Line at 506 East Alabama Street due to multiple stoppages at this property. He said that during the repair, the main collapsed and the crews worked to remove debris and to expose good sections of pipe to make a temporary repair until the section could be replaced and on January 17, 2023, 270' of 8" Sanitary Sewer Line was replaced by pipe bursting by Ram Rod Utilities. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2023-08, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-08**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING AND RATIFYING THE EMERGENCY SANITARY SEWER LINE REPAIR IN THE 500 BLOCK OF EAST ALABAMA STREET AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID RATIFICATION.

WHEREAS, The Public Works Department had to make emergency repairs due to a main sanitary sewer line collapse on Alabama Street between Olive Street and Walnut Street; and,

WHEREAS, The Wharton City Council ratifies the emergency repairs and wishes to authorize the City Manager of the City of Wharton to execute all documents related to the repair.

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 the emergency repairs due to a main sanitary sewer line collapse on Alabama Street between Olive Street and Walnut Street

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

Passed, Approved, and Adopted this 23rd day of January 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER

Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The seventh item on the agenda was to review and consider a Pay Request No. 4 from CF McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators. Director of Planning & Development, Gwyn Teves, presented a copy of Pay Request No. 4 from CF McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators in the amount of \$37,308.60. After some discussion, Councilmember, Terry Freese, moved to approve Pay Request No. 4 from CF McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The eighth item on the agenda was to review and consider a resolution of the Wharton City Council approving a Utility Service Agreement with the Texas Department of Transportation (TxDOT) for utility service relocations on US-59/future I-69 for reimbursement of costs and authorizing the Mayor of the City of Wharton to execute the agreement. Director of Planning & Development, Gwyn Teves, stated the construction of future I-69 through the City Limits was eminent, and City Staff had been working with the Texas Department of Transportation (TxDOT) on required utility services to be relocated. Mrs. Teves stated that to be reimbursed for utility relocation that was being displaced in current City of Wharton Easements, it was required to have the Utility Service Agreement in place prior to beginning the acquisition of replacement easements and then construction. City Attorney, Paul Webb, stated it met his approval and was recommending the City Council consider approving the agreement. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2023-09, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2023-09**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A UTILITY SERVICE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR UTILITY SERVICE RELOCATIONS ON US-59/FUTURE I-69 FOR REIMBURSEMENT OF COSTS AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

WHEREAS, The Wharton City Council wishes to authorize an Utility Service Agreement with TxDOT for reimbursement of costs for the relocation of utilities for the US-59/Future I-69 Project; and,

WHEREAS, The Wharton City Council and TxDOT wishes to be bound by the terms and conditions as outlined in the agreement; 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. That the Wharton City Council hereby approves the Utility Service Agreement between the City of Wharton and TxDOT for reimbursement of costs for the relocation of utilities for the US-59/Future I-69 Project.

Section II. That the City of Wharton and TxDOT are hereby bound by the terms and conditions as set forth in the agreement.

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

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

Passed, Approved, and Adopted this 23rd day of January 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Terry Freese, seconded the motion. All voted in favor.

The ninth item on the agenda was to review and consider an update of City of Wharton Grant Programs. Director of Planning and Development, Gwyn Teves, presented her update of the City of Wharton Grant Programs. After some discussion, no action was taken.

The tenth item on the agenda was to review and consider an update of City of Wharton on-going Projects. City Manager, Joseph R. Pace, presented a copy of his memorandum dated January 10, 2023 regarding the City of Wharton on-going projects, which read as follows:

FLOOD REDUCTION (LEVEE) PROJECT:

The U.S. Army Corp of Engineers (USACE) Lower Colorado River Phase I Report - City of Wharton Flood Prevention Project and Recommended report is located at the Wharton County Library and the office of the City of Wharton City Secretary for viewing or the report may be viewed on line at <http://www.cityofwharton.com/information-a-notices/lcrb-feasibility-study>. The Project Participation Agreement (PPA) has been executed. Phase I is currently out for solicitation and a site visit will be conducted late January. Phase II Acquisition is tentatively anticipated to be authorized by end of Fall 2023.

DRAINAGE:

1. Stavena Addition Drainage Project.

The design and construction plans are complete. The project is one of the construction projects to be constructed with the Texas Water Development Board (TWDB) Flood Infrastructure Fund Program.

2. Ahldag Ditch Improvement.

The project was approved by the City Council. The ditch improvements were proposed under the Texas General Land Office (GLO) Infrastructure Grant Program. The staff is currently working with an appraiser for ROW acquisition. The project is also listed as one of the construction projects to be completed with the Texas Water Development Board (TWDB) Flood Infrastructure Fund Program. Project has currently been delayed due to environmental concerns with USACE permitting for jurisdictional waters and we are pending a determination.

3. On-going Drainage and Maintenance Program.

The Public Works Department has continued working on cleaning residential drainage ditches that have experienced poor drainage.

4. Pecan Acres (Mahan, Kinkaid, Delmas) Drainage Project.

Installation of the drainage pipes was completed. The City Public Works Department will be regrading ditches to improve the drainage in the area. The project is listed as one of the construction projects to be completed with the Texas Water Development Board (TWDB) Flood Infrastructure Fund Program. The Public Works Department has also been looking at this project to possibly complete in-house by City Crews.

WATER/SEWER IMPROVEMENTS:

1. On-going Water and Sewer Maintenance Program.

Water leaks and sewer failures are still being seen in the month of December.

2. Water Well and Water Plant Project – CR 222 (Halford).

Monthly progress meetings are being held. Well drilling complete and pump installation is pending electrical service connection by CenterPoint and delivery of the MCC Panel by E-Contractors. Ground storage tank construction complete. Plant construction still in progress.

STREET IMPROVEMENTS:

1. FM 1301 Extension and Overpass Project Progress Report.

TxDOT Yoakum District Office. has completed plan review and procurement for construction contractor. Construction kick off meeting to be completed early 2023 and construction to begin Spring 2023.

2. I-69 Project.

The City submitted the comments as approved by the City Council to TxDOT. TxDOT has informed the City that CivilCorp engineering has begun design and the City is involved in regular coordination meetings. City staff is coordinating with Quiddity Engineering on utility relocations of water and sewer lines along I-69 that will be impacted by the expansion. 3 easements will have to be acquired by City Staff to replace existing easements on US59 to relocate the existing sanitary sewer facilities. City Staff is working with TxDot and Quiddity to compose a reimbursement agreement to be brought to the City Council.

3. NanYa Exit Ramp Project.

TxDOT has been coordinating with NanYa and JM Eagle on the exit design. As of last coordination meeting the ramp has been implemented in the design with a turnaround under the FM 102 overpass to allow for easy access to the retail area on the alternate side of the Interstate.

After some discussion, no action was taken.

The eleventh item on the agenda was to review and consider Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees:

- A. Appointments.
- B. Resignations.
- C. Vacancies.

After some discussion, Councilmember, Terry Freese, moved to appoint the following:

Term Expiring:

- | | | |
|------------------|---------------------------|---------------|
| A. Appointments. | | |
| Sheryl Joost | Beautification Commission | June 30, 2023 |

Councilmember, Russell Machann, seconded the motion. All voted in favor.

- B. Resignations.

After some discussion, Councilmember, Russell Machann, moved to approve the resignations of the following:

Sandy Wilkins	Mayor's Committee on People with Disabilities
Kenneth Dimmick	Beautification Commission

Councilmember, Don Mueller, seconded the motion. All voted in favor.

The twelfth item on the agenda was to review and consider City Council Boards, Commissions and Committee Reports:

- A. Economic Development Committee meeting held January 9, 2023.

After some discussion, no action was taken.

The thirteenth item on the agenda was to review and consider the City Manager's Reports:

- A. City Secretary/Personnel.
- B. Code Enforcement.
- C. Community Services Department/Civic Center.
- D. Emergency Management.
- E. E. M. S. Department.
- F. Facilities Maintenance Department/Wharton Municipal Pool.
- G. Fire Department.
- H. Fire Marshal.
- I. Legal Department.
- J. Municipal Court.
- K. Police Department.
- L. Public Works Department.
- M. Water/Sewer Department.
- N. Weedy Lots/Sign Ordinance.
- O. Wharton Regional Airport.

After some discussion, no action was taken.

There being no further discussion, Councilmember, Don Mueller, moved to adjourn. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The meeting adjourned at 7:29 p.m.

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:	2/13/2023	Agenda Item:	Request from Mr. Don M. Hillis of 1724 Oliver Street, Pecan Acres, Block 2, Lot 9 & 10 for a 5-foot variance from the required 25-foot front property line setback resulting in a 20-foot setback for the installation of a carport.
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Attached you will find the request from Mr. Don M. Hillis of 1724 Oliver Street, Pecan Acres, Block 2, Lot 9 & 10 for a 5-foot variance from the required 25-foot front property line setback resulting in a 20-foot setback for the installation of a carport.

The Planning Commission met on Monday, February 6, 2023, and voted to recommend this item to the City Council for consideration.

Director of Planning & Development, Gwyn Teves, will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, February 9, 2023
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: February 6, 2023
FROM: Mike Wootton, Planning Commission Chairperson
TO: Honorable Mayor and City Council
SUBJECT: Recommendation to City Council from the Planning Commission Meeting held Monday, February 6, 2023

The following items were discussed during the Monday, February 6, 2023, meeting:

1. Request from Ms. Bonnie Johnson owner of 425 Croom Dr., Sycamore Grove Addition, Block ODD, Lot 2 & 3 to replat the property.
2. Request from Mr. Don M. Hillis of 1724 Oliver St., Pecan Acres, Block 2, Lot 9 & 10 for a 5-foot variance from the required 25-foot front property line setback resulting in a 20-foot setback for the installation of a carport.
3. Request from Mr. Raymond Harrison on behalf of John A. Barclay of McElroy Ave., Ahldag, Block 38U, Barclay, Lot 1 & 2 for a variance from Wharton, Texas - Code of Ordinances APPENDIX A - SUBDIVISIONS Sec. 5. - General requirements and design standards – 5.02 Lots to replat 3 lots to dimensions of 44' x 115'.

The Planning Commission is recommending approval on the above items and is referring them to City Council for a final decision.

If you should have any questions, please contact me. Thank You.

**CITY OF WHARTON
PLANNING COMMISSION
APPLICATION FOR VARIANCE**

Item-2.

NOTE: If variance request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time.

DON M. & MERRI HILLIS
Name (Printed)
1724 OLIVER ST.
Physical Address
Same
Legal Address

1/27/2023.
Date
1724 OLIVER ST.
Mailing Address
979 532 1406
Phone 979 533 2742

Describe the variance request and the reason for requesting variance:

Request A variance to Allow a 22' x 24' Carport that Will be Approximately ± 24' From the City STREET but Will Not meet the Property line setback.

ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:

SIGNATURE OF APPLICANT:

Don Hillis
Signature
1/27/23.
Date
Planning Commission Meeting: 2/06/23 @ 4:30p.
City Council Meeting: 2/13/23 @ 7:00pm

Building line setbacks Only	
Residential	\$100.00 ✓
Non-Residential	\$150.00
Non-Refundable fee	
Effective November 3, 2006	

ADJACENT PROPERTY OWNER (S):

JSP INC.
Name
Pecan Acres Block 2 LOT 7, 8
Legal Address
Arroyo Yolanda
Name
Pecan Acres block 2 LOT 12, 13
Legal Address

Phone
1710 Oliver Wharton, TX 77
Physical Address
Phone
1717 Schley Wharton
Physical Address

Name
Legal Address

Phone
Physical Address

APPROVAL:

Frank Teus
Engineering/Planning Department

1-30-2023
Date

Chairman of the Planning Commission

Date

Mayor
F:\CodeEnforcement\MasterDocuments\APPVAR

Date

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Request from Mr. Raymond Harrison on behalf of John A. Barclay of McElroy Ave., Ahldag, Block 38U, Barclay, Lot 1 & 2 for a variance from Wharton, Texas - Code of Ordinances APPENDIX A - SUBDIVISIONS Sec. 5. - General requirements and design standards – 5.02 Lots to replat 3 lots to dimensions of 44' x 115'.
<p>Attached you will find the request from Mr. Raymond Harrison on behalf of John A. Barclay of McElroy Ave., Ahldag, Block 38U, Barclay, Lot 1 & 2 for a variance from Wharton, Texas - Code of Ordinances APPENDIX A - SUBDIVISIONS Sec. 5. - General requirements and design standards – 5.02 Lots to replat 3 lots to dimensions of 44' x 115'.</p> <p>The Planning Commission met on Monday, February 6, 2023, and voted to recommend this item to the City Council for consideration.</p> <p>Director of Planning & Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 9, 2023	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

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The Planning Commission is recommending approval on the above items and is referring them to City Council for a final decision.

If you should have any questions, please contact me. Thank You.

CITY OF WHARTON
PLANNING COMMISSION
APPLICATION FOR VARIANCE

NOTE: If variance request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time. The expiration date for approved variance application will be six months from the date of approval of the variance. If construction has not commenced within that six month period, the applicant must re-apply for the variance.

JOHN A. BARCLAY, III. 12-21-2022
Name (Printed) Date
000 McELROY AVE P.O. Box 2274 AUSTIN, TX 78768
Physical Address LOTS 38F-2B and 38U-1, 2 Mailing Address
PID R010851 & PID R010861 AHLIAG ADDITION 512-797-5373
Legal Address Phone

Describe the variance request and the reason for requesting variance:

REQUEST A RE-PLAT OF McELROY LOTS INTO THREE 44' x 115'
SINGLE FAMILY RESIANCE LOTS

ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:

SIGNATURE OF APPLICANT:

[Signature] 12-21-2022
Signature Date
Planning Commission Meeting: 2-6-23 430pm
City Council Meeting: 2-13-23 7pm

Building line setbacks Only
Residential \$100.00
Non-Residential \$150.00
Non-Refundable fee
Effective November 3, 2006

ADJACENT PROPERTY OWNER (S):

IMELDA GONZALEZ

Name
AHLIAG BLK 33A, 38F-2A, BARCLAY
Legal Address
JSP INC

Phone
2014 N. RICHMOND RD, WHARTON
Physical Address

Name
AHLIAG ADD BLK 38-2B, BARCLAY LOT 3, 4, 5
Legal Address
JASON S. & JAMIE A FIALA

Phone
201 McELROY DR, WHARTON
Physical Address

Name
210 EVANS, WHARTON, TX 77488
Physical Address

Phone
SOL'S BLK 6, Lots 2, 3
Address
LEGAL

MYRVLE LINDBERG, SR. REV. LIVING TRUST
Name

979-532-4000 ; 979-532-8990
Phone

SCL'S BK 10, Lots 1A, 1B
Legal Address

2006 N. RICHMOND Rd., WHARTON
Physical Address

APPROVAL:

Freddy Teuro

Planning Department

1-3-2023

Date

Chairman of the Planning Commission

Date

Mayor

Date

F CodeEnforcement/Master Documents/appvar.planningcommission2014

January 20, 2023

**Gwyneth Teves, CPM, CFM
Director of Planning and Development
City of Wharton
120 E. Caney Street
Wharton, Texas 77488**

Dear Mrs. Teves,

The Barclay property has been on the market for sale since March 2022. The qualified prospects that considered this for residential development could not move forward with their plans without platting three 44' x 115' lots.

The variance would provide lots that meet builder's prerequisites in size, location and not located in the flood plain.

We thank you for your attention to this request.

Respectfully,

Raymond C. Harrison, Jr.
**Raymond Harrison
Agent for John A. Barclay**

Map Search

OpenStreetMap

Item-3.

108
WILSON S

10842
GARCIA VICTOR M...

10861
BARCLAY JOHN A ...

10838
JSP INC

23767
LINDBERG MYRVLE...

1 ACOSTA A⁻ 12 A⁺

© OpenStreetMap contributors

50 ft

Resolution: 0.21

Powered By: **<TRUE PRODIGY>**

The map displays several property parcels outlined in blue. The parcels are labeled with their addresses and owner names. A prominent orange road, North Richmond, runs vertically on the left side of the map. A white road, Mc Elroy Avenue, runs horizontally across the middle. The parcels shown are: 10842 GARCIA VICTOR M..., 10861 BARCLAY JOHN A ..., 10838 JSP INC, and 23767 LINDBERG MYRVLE... A scale bar indicates 50 feet, and the resolution is 0.21. The map is powered by TRUE PRODIGY.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Request from Ms. Bonnie Johnson owner of 425 Croom Dr., Sycamore Grove Addition, Block ODD, Lot 2 & 3 to replat the property.
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Attached you will find the request from Ms. Bonnie Johnson owner of 425 Croom Dr., Sycamore Grove Addition, Block ODD, Lot 2 & 3 to replat the property.

The Planning Commission met on Monday, February 6, 2023, and voted to recommend this item to the City Council for consideration.

Director of Planning & Development, Gwyn Teves, will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, February 9, 2023
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

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TO: Honorable Mayor and City Council
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The Planning Commission is recommending approval on the above items and is referring them to City Council for a final decision.

If you should have any questions, please contact me. Thank You.

CITY OF WHARTON
PLANNING COMMISSION
APPLICATION
FOR
PLAT OR RE-PLAT

Item-4.

NOTE: If plat or re-plat request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time.

Bonnie Johnson
Name (Printed)
425 Croom Dr. Wharton, TX 77488
Physical Address
425 Croom Dr. Wharton, TX 77488
Legal Address

1-16-23
Date
425 Croom Dr. Wharton, TX 77488
Mailing Address
832-449-1628
Phone

- *ATTACH A PRELIMINARY/FINAL DRAWING OF THE RE-PLAT.
- *ATTACH TAX CERTIFICATES.

SIGNATURE OF APPLICANT:

Bonnie Johnson
Signature

1-16-23
Date

Planning commission Meeting: 2-6-23 430pm
City Council Meeting: 2-13-23 7pm

ADJACENT PROPERTY OWNER(S):

David + Brian Leazar
Name
Sycamore Grove, BK ODD Lot 4, 7
Legal Address
Robert + Patricia Abbott
Name
Four Seasons, BK 1, Lot 9
Legal Address

Name

Legal Address

Phone
413 Croom Dr
Physical Address

Phone
620 Price Dr
Physical Address

Phone

Physical Address

APPROVAL:

Fresh Tews
Planning Department

2.2.2023
Date

Chairman of the Planning Commission

Date

Mayor

Date

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Request from Mr. Burnell Neal, Property Owner of 1511 Columbine Street, to have water and sewer lines relocated.
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Attached you will find the request from Mr. Burnell Neal, Property Owner of 1511 Columbine Street, to have water and sewer line relocated.

Mr. Neal will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Wednesday, February 8, 2023
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: February 8, 2023
To: Mr. Joseph R. Pace, City Manager
From: Anthony Arcidiacono, Public Works Director
Re: 1511 Columbine-Water & Sewer Tap Request

Attached please find an aerial of the existing utilities for 1511 Columbine. The water meter is on the North West corner of 1517 Columbine and the service line runs East through the front yard of 1517 Columbine into the yard of 1511 Columbine. The existing sanitary sewer line for 1511 Columbine runs from the back of the existing structure to the backside of 1517 Columbine and ties into that properties sewer line at the South West corner of 1517 Columbine and runs along the West property line to the street where it ties into the sanitary sewer main in the street.

At one point both of these properties were owned by the same individual. The property has been divided and is now owned by separate individuals. The utilities at both of these addresses have been out of service for many years and are severely deteriorated.

All utilities have to be within the owner's property and cannot cross neighboring properties. Mr. Neal was given a quote and was told he would have to pay for a new water tap and sewer tap for this property. The City Staff has had many situations like this throughout Wharton and we treat it as new construction.

Should you have any questions, please contact me at (979) 358-0032.

Thank you.

Burnell Neal
1522 Columbine St
Wharton, TX 77488

To whom it may concern,

The city of Wharton currently has water and sewer lines for 1511, 1517 and 1500 Columbine St located at 1517 Columbine St. I, Burnell Neal, owner of 1511 Columbine St, Wharton, TX would like to request to have the water and sewer lines moved from 1517 Columbine St to 1511 Columbine St. In addition, I am requesting that you waive the \$1,380 fee to move the lines.

Burnell Neal
Property Owner

RECEIVED
FEB 02 2023

BY:.....*[Signature]*

Cost for Water & Sewer Tap

Burnell Neal

November 29, 2022

Cost Estimate By: Harold Marula, Utility Superintendent

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	4" Sewer Tap	EA	1	\$ 690.36	\$ 690.36
2	3/4" Water Tap	EA	1	\$ 690.36	\$ 690.36
				TOTAL \$	1,380.72

Note: This Cost Estimate is based on the current City of Wharton Ordinance No. 2021-11, Sec 86-15 relating to Water and Sewer Tap Charges, Deposits, Administrative Penalties and Other Charges









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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Presentation of Sales Tax information.
<p>The City Staff will make a presentation on sales tax information.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 9, 2023	
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: February 8, 2023

Re: Sales Tax Presentation

The Wharton Economic Development Corporation entered into an agreement with HDL Companies to receive sales tax information for the City of Wharton on a monthly basis. I would like to present to the City Council on Monday, February 13, 2023 some of the information which is available.

The presentation is a work in progress and is open to any discussion from yourself or the City Council.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Wharton Police Department Annual Contact Report for 2022.
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Attached is a copy of the memorandum dated January 30, 2023, to me from Chief, Terry D. Lynch, submitting the City of Wharton 2022 Annual Contact Report (Racial Profiling Report) in accordance with Senate Bill 1074.

Also, attached is a copy of the report.

Chief Lynch, will be available during the meeting to present the report to the City Council.

City Manager: Joseph R. Pace	Date: Thursday, February 9, 2023
Approval: 	
Mayor: Tim Barker	



*From the desk of:
Terry David Lynch
Chief of Police*

Wharton Police Department

MEMORANDUM

To: Joseph Pace

Date: 01/30/2023

Ref: 2022 Annual Contact Report to Council

I have submitted the 2022 Annual Contact (Racial Profiling) report to your office. Senate Bill 1074 of the 77th Legislative Session requires that I submit the report to City Council prior to March 1st of each year.

Wharton Police Department has an active policy that prohibits our police officers from engaging in racial profiling.

Please consider placing the report on the Council agenda to fulfill this requirement.

T.D. Lynch
Chief of Police

Racial Profiling Analysis Report

Item-7.

WHARTON POLICE DEPT.

01. Total Traffic Stops:	2964	
02. Location of Stop:		
a. City Street	2253	76.01%
b. US Highway	176	5.94%
c. County Road	59	1.99%
d. State Highway	461	15.55%
e. Private Property or Other	15	0.51%
03. Was Race known prior to Stop:		
a. NO	2913	98.28%
b. YES	51	1.72%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	19	0.64%
b. Asian/ Pacific Islander	26	0.88%
c. Black	892	30.09%
d. White	1070	36.10%
e. Hispanic/ Latino	957	32.29%
05. Gender:		
a. Female	1219	41.13%
i. Alaska/ Native American/ Indian	2	0.07%
ii. Asian/ Pacific Islander	7	0.24%
iii. Black	412	13.90%
iv. White	478	16.13%
v. Hispanic/ Latino	321	10.83%
b. Male	1745	58.87%
i. Alaska/ Native American/ Indian	17	0.57%
ii. Asian/ Pacific Islander	19	0.64%
iii. Black	480	16.19%
iv. White	592	19.97%
v. Hispanic/ Latino	636	21.46%
06. Reason for Stop:		
a. Violation of Law	114	3.85%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	2.63%

Racial Profiling Analysis Report

Item-7.

iii. Black	38	33.33%
iv. White	33	28.95%
v. Hispanic/ Latino	40	35.09%
b. Pre-Existing Knowledge	26	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	12	46.15%
iv. White	9	34.62%
v. Hispanic/ Latino	5	19.23%
c. Moving Traffic Violation	1861	62.79%
i. Alaska/ Native American/ Indian	14	0.75%
ii. Asian/ Pacific Islander	19	1.02%
iii. Black	527	28.32%
iv. White	660	35.46%
v. Hispanic/ Latino	641	34.44%
d. Vehicle Traffic Violation	963	32.49%
i. Alaska/ Native American/ Indian	5	0.52%
ii. Asian/ Pacific Islander	4	0.42%
iii. Black	315	32.71%
iv. White	368	38.21%
v. Hispanic/ Latino	271	28.14%

07. Was a Search Conducted:

a. NO	2819	95.11%
i. Alaska/ Native American/ Indian	19	0.67%
ii. Asian/ Pacific Islander	26	0.92%
iii. Black	822	29.16%
iv. White	1028	36.47%
v. Hispanic/ Latino	923	32.74%
b. YES	145	4.89%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	70	48.28%
iv. White	41	28.28%
v. Hispanic/ Latino	34	23.45%

08. Reason for Search:

a. Consent	32	1.08%
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Racial Profiling Analysis Report

Item-7.

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	12	37.50%
iv. White	10	31.25%
v. Hispanic/ Latino	10	31.25%
b. Contraband in Plain View	4	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	50.00%
iv. White	1	25.00%
v. Hispanic/ Latino	1	25.00%
c. Probable Cause	56	1.89%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	31	55.36%
iv. White	14	25.00%
v. Hispanic/ Latino	11	19.64%
d. Inventory	37	1.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	18	48.65%
iv. White	13	35.14%
v. Hispanic/ Latino	6	16.22%
e. Incident to Arrest	16	0.54%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	7	43.75%
iv. White	3	18.75%
v. Hispanic/ Latino	6	37.50%

09. Was Contraband Discovered:

YES	62	2.09%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	30	48.39%

Racial Profiling Analysis Report

Item-7.

Finding resulted in arrest - YES	30	
Finding resulted in arrest - NO	0	
iv. White	19	30.65%
Finding resulted in arrest - YES	19	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	13	20.97%
Finding resulted in arrest - YES	13	
Finding resulted in arrest - NO	83	
b. NO	83	2.80%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	30	36.14%
iv. White	19	22.89%
v. Hispanic/ Latino	13	15.66%
10. Description of Contraband:		
a. Drugs	57	1.92%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	30	52.63%
iv. White	15	26.32%
v. Hispanic/ Latino	12	21.05%
b. Currency	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
c. Weapons	4	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	50.00%
iv. White	2	50.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	9	0.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	7	77.78%

Racial Profiling Analysis Report

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v. Hispanic/ Latino	2	22.22%
e. Stolen Property	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
f. Other	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	32	1.08%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	9	28.13%
iv. White	11	34.38%
v. Hispanic/ Latino	12	37.50%
b. Written Warning	1566	52.83%
i. Alaska/ Native American/ Indian	10	0.64%
ii. Asian/ Pacific Islander	16	1.02%
iii. Black	438	27.97%
iv. White	632	40.36%
v. Hispanic/ Latino	469	29.95%
c. Citation	1285	43.35%
i. Alaska/ Native American/ Indian	9	0.70%
ii. Asian/ Pacific Islander	10	0.78%
iii. Black	410	31.91%
iv. White	401	31.21%
v. Hispanic/ Latino	455	35.41%
d. Written Warning and Arrest	24	0.81%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	13	54.17%
iv. White	8	33.33%
v. Hispanic/ Latino	3	12.50%

Racial Profiling Analysis Report

Item-7.

e. Citation and Arrest	49	1.65%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	17	34.69%
iv. White	16	32.65%
v. Hispanic/ Latino	16	32.65%
f. Arrest	8	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	62.50%
iv. White	1	12.50%
v. Hispanic/ Latino	2	25.00%

12. Arrest Based On:

a. Violation of Penal Code	60	2.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	27	45.00%
iv. White	18	30.00%
v. Hispanic/ Latino	15	25.00%
b. Violation of Traffic Law	12	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	41.67%
iv. White	5	41.67%
v. Hispanic/ Latino	2	16.67%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	9	0.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	33.33%
iv. White	2	22.22%
v. Hispanic/ Latino	4	44.44%

Racial Profiling Analysis Report

Item-7.

13. Was Physical Force Used:

a. NO	2903	97.94%
i. Alaska/ Native American/ Indian	19	0.65%
ii. Asian/ Pacific Islander	24	0.83%
iii. Black	867	29.87%
iv. White	1051	36.20%
v. Hispanic/ Latino	941	32.41%
b. YES	61	2.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	3.28%
iii. Black	25	40.98%
iv. White	18	29.51%
v. Hispanic/ Latino	16	26.23%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/26/2023

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a price increase to the Purchase Agreement with Houston Mac Haik Dodge Chrysler, Ltd., and authorizing the Mayor of the City of Wharton to execute all documents related to said increase.
<p>On December 13, 2021, the Wharton City Council approved the purchase of a remount and chassis from the Frazer Company, through their licensed franchise dealer, Mac Haik Dodge Chrysler Jeep, for the remount of Unit 1124. The total amount of the original remount and chassis was \$157,474.00 but due to the shortage of Dodge RAM 3500 chassis', Mac Haik has a Dodge RAM 4500 chassis available for purchase for \$168,474.00. That is an increase of \$11,000.00.</p> <p>The Dodge RAM 4500 meets all the specifications needed for the remount. The City Staff is requesting that the City Council approve the increase of \$11,000.00 for the Dodge RAM 4500 chassis.</p> <p>Attached is the quote and purchase agreement.</p> <p>EMS Director, Christy Gonzales, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 9, 2023	
Approval: 			
Mayor: Tim Barker			

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

Item-8.

INTERDEPARTMENTAL MEMO

DATE: FEBRUARY 7, 2023
TO: JOSEPH PACE
FROM: CHRISTY GONZALES
RE: AMBULANCE 1124 REMOUNT

Mr. Pace,

Attached is a quote from Frazer Company through their licensed franchise dealer, Mac Haik Dodge Chrysler Jeep for remount of unit 1124. Due to global shortage of chassis' the current Dodge RAM 3500 remains on back order extending as far back as December 2021. Mac Haik has a 2022 Dodge RAM 4500 available on lot for purchase. The RAM 4500 meets all specifications needed for current remount. The amount of remount will increase the purchase agreement by \$11,000.00. The increase is solely for a RAM 4500. I ask if we can place this on the Council's next agenda for their consideration. Should you have any questions please feel free to call.

Thank you,

Christy Gonzales

City of Wharton EMS
EMS Director



Customer Quote

12/8/2021 9:28:26 AM

Estimate No: Q2765-0002
 Quote Date: 12/8/2021
 Expiration Date: 3/7/2022
 Salesperson: KS

Invoice To: 10957
 Wharton EMS
 City of Wharton EMS
 2010 N. Fulton
 Wharton TX 77488
 US

Deliver To:
 Wharton EMS
 City of Wharton EMS
 2010 N. Fulton
 Wharton TX 77488
 US

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE	Type I 12' Rmt	1.00000000	EA	105,374.00000	105,374.00	USD
Unit History: X-1021/E-1469							
2	CHASSIS	2022/2023 RAM 3500	1.00000000	EA	56,500.00000	56,500.00	USD
3	DELIVERY	Customer Pick-Up, FOB Frazer	1.00000000	M	0.00000	0.00	USD
4	HGAC-RMT	Contract No. AM10-20	1.00000000	EA	600.00000	600.00	USD
5	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD
6	TRADE-IN	Chassis Only	1.00000000	EA	-5,000.00000	-5,000.00	USD
2015 Cummins 3C7WRSBL5FG627044 X-1021							

Sale Amount: 157,474.00
 Order Disc(0.0000%): 0.00
 Surcharge: N/A
 Sales Tax: 0.00
 Misc Charges: 0.00
 Total Amount: 157,474.00

Customer Quote



12/8/2021 9:28:26 AM

Estimate No: Q2755-0002
Quote Date: 12/8/2021
Expiration Date: 3/7/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
		Net 30				

Customer Quote



2/2/2023 3:20:22 PM

Estimate No: Q2755-0001
 Quote Date: 1/31/2023
 Expiration Date: 3/14/2023
 Salesperson: KS
 Payment Terms: Net 30

Invoice To: 10957
 City of Wharton EMS
 2010 N. Fulton
 Wharton TX 77488
 US

Deliver To:
 City of Wharton EMS
 2010 N. Fulton
 Wharton TX 77488
 US

Order Instructions:

X-1021/E-1469

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' Rmt	1.00	EA	\$	105,374.00	\$	105,374.00

Unit History: X-1021/E-1469

2	CHASSIS 2022 Ram 4500 Diesel	1.00	EA	\$	67,500.00	\$	67,500.00
3	DELIVERY Customer Pick-Up, FOB Frazer	1.00	M	\$	0.00	\$	0.00
4	HGAC-RMT Contract No. AM10-20	1.00	EA	\$	600.00	\$	600.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00
6	TRADE-IN Chassis Only	1.00	EA	\$	-5,000.00	\$	-5,000.00

2015 Cummins 3C7WRSBL5FG627044 X-1021

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



2/2/2023 3:20:22 PM

Estimate No: Q2755-0001
Quote Date: 1/31/2023
Expiration Date: 3/14/2023
Salesperson: KS
Payment Terms: Net 30

Order Instructions:

No.	Item	Qty	U/M:	Unit Price	Net Amount
-----	------	-----	------	------------	------------

Sale Amount: 168,474.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 168,474.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Prod
pbrown

Frazer, Ltd.

Page

Customer Name
FAN/FIN#

Purchase Agreement

This PURCHASE AGREEMENT made this _7th day of February , 2023 between Houston Mac Haik Dodge Chrysler Jeep, Ltd located at 11000 I-45 North Freeway Houston, TX 77037 - ("Vendor") and __City of Wharton EMS located at 2010 N. Fulton Wharton TX 77488 ("Customer"). WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in _Q2755-000-1 dated 1/31/2023for the total amount of \$ 168,474.00 (hereafter "Products"),

Chassis details

- **Chassis Make: Ram**
- **Chassis Model: 4500**
- **Body Code (Mac Haik Only):**
- **Qty ordered: 1**
- **Quoted chassis price (each): 67,500.00**

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell and schedule pickup/delivery as described in Q2755-0001 dated 1/31/2023and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Q2755-0001 dated 1/31/2023.
2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.
3. The Term of this Agreement shall commence on 2-7-23 and expire 1 year from execution date.
4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

Title Information

Enter Exactly as it needs to appear

Owner

Name: _____

Address: _____

Lien Holder (If Applicable)

Name: _____

Address: _____

Customer Name
FAN/FIN#

Purchase Agreement Signature Page

Insert Customer Name

Sign: _____

Print: _____

Title: _____

Date: _____

Insert Vendor Name (if applicable)

Sign: _____

Print: _____

Title: _____

Date: _____

Frazer, Ltd.

Sign:  _____

Print: Adam Fischer

Title: Vice President, Sales & Marketing

Date: _____

Customer Name
FAN/FIN#

LIST OF EXHIBITS:
EXHIBIT A: Standard Terms and Conditions
EXHIBIT A

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is canceled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer.

Customer Name
FAN/FIN#

to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

Customer Name

FAN/FIN#

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

**CITY OF WHARTON
RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A PRICE INCREASE TO THE PURCHASE AGREEMENT WITH MAC HAIK DODGE CHRYSLER, LTD., AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID INCREASE.

WHEREAS, On December 13, 2021, the Wharton City Council approved the purchase of a remount and chassis from the Frazer Company, through their licensed franchise dealer, Mac Haik Dodge Chrysler Ltd., for the remount of Unit 1124 in the amount of \$157,474.00; and,

WHEREAS, Due the shortage of Dodge RAM 3500 chassis', Mac Haik has a Dodge RAM 4500 chassis available for purchase for \$168,474.00, an increase of \$11,000.00; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute any and all documents related to said price increase to the Purchase Agreement with Mac Haik Dodge Chrysler, Ltd.

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

Section I. That the Wharton City Council hereby approves the price increase to the Purchase Agreement with Mac Haik Dodge Chrysler Ltd., for the purchase of a remount and Dodge RAM 4500 chassis in the amount of \$168,474.00 through the Houston-Galveston Area Council Cooperative Purchasing Program.

Section II. That the Mayor of the City of Wharton is hereby authorized to execute any and all documents related to said price increase to the Purchase Agreement.

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

PASSED, APPROVED, and ADOPTED this 13th day of February 2023.

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:	2/13/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the EXHIBIT K Subdivision Participation and Release Forms for the Opioid Settlement and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
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The City of Wharton approved the Texas Term Sheet in October of 2021, joining in the distribution of the funds from opioid manufacturers. The City of Wharton has been allocated \$33,204.14, and Endo/Par, became part of the legal claim in February 2022. Walmart, Allergan and CVS are now part of the distribution of funds.

The only requirement to join in the funding distribution is for the City Council to approve the Mayor signing the EXHIBIT K Subdivision Participation and Release Forms.

The City Staff is recommending the City Council consider approving this request. City Attorney, Paul Webb, has reviewed the request and will give his recommendation to the City Council.

City Secretary, Paula Favors, will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Wednesday, February 8, 2023
Approval: 	
Mayor: Tim Barker	

**CITY OF WHARTON
RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE EXHIBIT K SUBDIVISION PARTICIPATION AND RELEASE FORMS FOR THE OPIOID SETTLEMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.

WHEREAS, The City of Wharton obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and,

WHEREAS, These actions, conduct and misconduct have resulted in significant financial costs to the City; and,

WHEREAS, On May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet and now an additional subdivision participation is available from Allergan, Walmart and Walgreens and Release Form is attached hereto as Exhibit “A” and Exhibit “B” and Exhibit “C”; and,

WHEREAS, Special Counsel and the State of Texas have recommended that the City of Wharton support the EXHIBIT K Subdivision Participation and Release Forms.

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

Section I. Support the adoption and approval of the EXHIBIT K Subdivision Participation and Release Forms.

Section II. Authorize the Mayor of the City of Wharton to sign the EXHIBIT K Subdivision Participation and Release Forms.

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

Passed, Approved, and Adopted this 13th day of February 2023.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Wharton	State: Texas
Authorized Signatory: Tim Barker, Mayor	
Address 1: 120 E. Caney St.	
Address 2:	
City, State, Zip: Wharton, TX	
Phone: 979-532-2491 ext 225	
Email: pfavors@cityofwharton.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Tim Barker

Title: Mayor

Date: 02/13/2023

"Exhibit B"

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Wharton	State: Texas
Authorized Signatory: Tim Barker, Mayor	
Address 1: 120 E. Caney St.	
Address 2:	
City, State, Zip: Wharton, TX 77488	
Phone: 979-532-2491 ext 225	
Email: pfavors@cityofwharton.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____
Name: Tim Barker
Title: Mayor
Date: 02/13/2023

"Exhibit C"

EXHIBIT K

Subdivision Participation Form

Governmental Entity: City of Wharton	State: Texas
Authorized Official: Tim Barker, Mayor	
Address 1: 120 E. Caney St.	
Address 2:	
City, State, Zip: Wharton, TX 77488	
Phone: 979-532-2491 ext 225	
Email: pfavors@cityofwharton.com	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Tim Barker

Title: Mayor

Date: 02/13/2023

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Amendment to Contract Agreement with the Texas Municipal League Health Benefits Pool (TML Health Benefits Pool): A. Resolution: A resolution of the Wharton City Council approving the amendment to the Texas Municipal League (TML) Health Benefits Pool Agreement and; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.
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Attached you will find the Benefit Waiting Period Change Form from the TML Health Benefits Pool. TML sent the City a notice regarding the Pool's Contribution Policy that would be changing as of May 1, 2023. In the past, TML Health waived contributions for the first partial month of coverage when a new hire's benefits start in the middle of the month. Due to the cost increase in claims and pharmacy, the Pool is no longer able to waive the fee. The City of Wharton has always started health insurance coverage for new hire full time employees on their first day of work.

Three options have been given for the City to choose from. They are as follows:

1. Benefits become effective on the first day of the month following a new employee's start date.
2. Benefits become effective on the first day of the month following 30 days after the new employee's start date.
3. Benefits become effective on the first day of the month following 60 days after a new employee's start date.

In the memorandum dated February 7, 2023, from City Secretary, Paula Favors, she stated it was City Staff's recommendation that the City Council consider approving Option #1. Benefits become effective on the first day of the month following a new employee's start date.

Attached are copies of all of the draft resolutions approving the amendment.

City Secretary, Paula Favors, will be available to answer questions.

City Manager: Joseph R. Pace	Date: Thursday, February 9, 2023
Approval: 	
Mayor: Tim Barker	



MEMORANDUM

Date: February 7, 2023
From: Paula Favors, City Secretary
To: Joseph R. Pace, City Manager
Subject: TML Health Amendment to waiting period

Attached, you will find the Benefit Waiting Period Change Form from the TML Health Benefits Pool. TML sent the City a notice regarding the Pool's contribution policy that would be changing as of May 1, 2023. In the past, TML Health waived contributions for the first partial month of coverage when a new hire's benefits start in the middle of the month. Due to the cost increase in claims and pharmacy, the Pool is no longer able to waive the fee. The City of Wharton has always started health insurance coverage for new hire full time employees on their first day of work.

Three options have been given for the City to choose from:

1. Benefits become effective on the first day of the month following a new employee's start date.
2. Benefits become effective on the first day of the month following 30 days after the new employee's start date.
3. Benefits become effective on the first day of the month following 60 days after a new employee's start date.

I am requesting that the City Council consider approving Option 1, this will allow timely budgeting for all departments with new hires and not cause a full month premium being charged to the City for employees who begin employment at the very end of a month.

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

January 27, 2023

Wharton
Joseph R Pace
120 East Caney Street
Wharton TX 77488

Re: Notice Regarding TML Health Benefit Pool's Contribution Policy

Dear Joseph R Pace:

This letter is your notice that, effective May 1, 2023, TML Multistate Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool ("TML Health"), will begin charging a contribution payment for the first month in which a new hire enrolls in coverage, even if the employee enrolls mid-month. Historically, TML Health has waived contributions for the first partial month of coverage when a new hire's benefits start in the middle of the month. However, with increasing pharmacy and claims costs, it is no longer financially sustainable to waive these contributions. As it is not possible to prorate monthly contributions, the full contribution amount will be required for this first month, even if it is a partial month of effective coverage.

Employer Groups may elect to change their Benefit Waiting Period (BWP) so that benefits begin on the first day of the month, which will help them avoid paying a full month's contribution amount for an initial partial month of coverage. For example, employers may change their BWP so that benefits become effective on the first day of the month following date of hire or first of month following 30 or 60 days from date of hire. The Affordable Care Act mandates that a BWP not exceed 90 total calendar days. An Employer Group that currently has a BWP of 90 days may choose not to change it, but would necessarily be charged the full monthly contribution for the first partial month of coverage when benefits begin so that the BWP in total does not exceed 90 calendar days.

Please contact Donald Coronado at 512-719-6797/Donald.Coronado@tmlhb.org with any questions you may have about this change. If your group would like to instruct TML Health to implement a change to its BWP for new hires before TML Health's revised Contribution Policy becomes effective on May 1, 2023, please fill out and sign the attached form, and return it to Donald Coronado **on or before March 1, 2023**. If your group does not wish to make a change to its BWP, no action is necessary and you can ignore the attached form.

Sincerely,

Jennifer Hoff

Jennifer Hoff
Executive Director
Jennifer.Hoff@tmlhb.org

RECEIVED
JAN 31 2023
BY: *[Signature]*

Benefit Waiting Period Change Form

Wharton hereby instructs TML Health to implement a change to its Benefit Waiting Period (“BWP”) for new hires as indicated below (**check only one option**):

- Please implement a BWP of so benefits become effective on the first day of the month following a new employee’s start date.
- Please implement a BWP of so benefits become effective on the first day of the month following 30 days after a new employee’s start date.
- Please implement a BWP of so benefits become effective on the first day of the month following 60 days after a new employee’s start date.

Authorized signature on behalf of Wharton:

By: _____

Name: _____

Title: _____

Date: _____

Follow us:
@TMLHealth



1821 Rutherford Lane, Suite 300
Austin, Texas 78754-5151

For more information, visit us at
tmlhealthbenefits.org

**CITY OF WHARTON
RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE AMENDMENT TO THE TEXAS MUNICIPAL LEAGUE (TML) HEALTH BENEFITS POOL AGREEMENT AND; AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, The City of Wharton received the amendment to the agreement from the Texas Municipal League (TML) Health Benefits Pool for the benefit waiting period; and,

WHEREAS, The City of Wharton wishes to continue with the Texas Municipal League (TML) Health Benefits Pool for the administration of Health Benefits; and,

WHEREAS, The City of Wharton would provide to each full time eligible employee with the TML Health Benefits Pool becoming effective the first day of the month following the employee’s date of hire.

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

Section I. That the Wharton City Council hereby approves the amendment to the agreement with the Texas Municipal League (TML) Health Benefits Pool.

Section II. That Wharton City Council hereby approves coverage for all eligible full-time employees through the Texas Municipal League (TML) Health Benefits Pool to be effective on the first day of the month following the employee’s date of hire.

Section III. That the Mayor of the City of Wharton is hereby authorized to sign any documents relating to the aforementioned agreements.

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

Passed, Approved, and Adopted this 13th day of February 2023.

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:	2/13/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing submission of applications to the Texas Water Development Board Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) and authorizing the Mayor of the City of Wharton to execute all documents related to said submission.
<p>The City staff was contacted by the Texas Water Development Board and advised of the application periods for the CWSRF & DWSRF applications and that both of our projects submitted last year are roll over eligible.</p> <p>The City has a pending application for the Mayfair-Linwood Water Line Replacements that has been rollover eligible since 2018. This application has been advanced every year but has not been funded. It is the City Staff’s recommendation that this application be rolled over for the CWSRF application.</p> <p>Also, the City has a pending application for the Waste Water Treatment Plant 1 (WWTP 1) Replacement & Rehabilitation and this is the first eligible roll over for this project. It is the City Staff’s recommendation that this application be rolled over for the DWSRF application.</p> <p>Director of Planning & Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 9, 2023	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: February 6, 2023

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Councilmembers, City Manager Joseph R. Pace, and City Attorney Paul Webb

SUBJECT: Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) & Drinking Water State Revolving Fund (DWSRF) Applications

City staff was contacted by the TWDB and advised of the application periods for the CWSRF & DWSRF applications and that both of our projects submitted last year are roll over eligible.

The City has a pending application for the Mayfair-Linwood Water Line Replacements that has been rollover eligible since 2018. This application has been advanced every year but has not been funded. It is my recommendation that this application be rolled over for the CWSRF application.

The City has a pending application for the Waste Water Treatment Plant 1 (WWTP 1) Replacement & Rehabilitation and this is the first eligible roll over for this project. It is my recommendation that this application be rolled over for the DWSRF application.

If you should have any questions, please contact me at 979-532-2491 ext. 238. Thank You.

From: noreply@twdb.texas.gov
To: gteves@cityofwharton.com; tbarker@cityofwharton.com; jpace@cityofwharton.com
Subject: TWDB PIF State Change
Date: Tuesday, January 24, 2023 9:13:14 AM

Howdy,

You are receiving this message because you were listed as an entity contact, applicant or contributor to the following Project Information Form (PIF) record:

PIF No.: 14689
Entity: Wharton
Project Name: Mayfair/Linwood Waterline Replacement

This notice is to inform you that your PIF is listed as ROLL_FORWARD_ELIGIBLE. Roll-over Eligible: For Roll-over Eligible: Texas Water Development Board (TWDB) staff has reviewed your PIF and determined that it is eligible to be considered for the next State Fiscal Year's Intended Use Plan. If you wish for your project to be considered for the next State Fiscal Year's Intended Use Plan, please log back into the system, update your record, and submit by [TBD].

If you do not intend for your project to be considered for financial assistance in the upcoming funding cycle, no action is required.

If you feel like you have received this information in error please contact TWDB, by phone at 512-463-0991, or by e-mail at financial_assistance@twdb.texas.gov.

Thank you for utilizing the Online Loan Application system for your PIF record.

Sincerely,

Texas Water Development Board

From: noreply@twdb.texas.gov
To: gteves@cityofwharton.com; tbarker@cityofwharton.com; jpace@cityofwharton.com
Subject: TWDB PIF State Change
Date: Tuesday, January 24, 2023 9:23:37 AM

Howdy,

You are receiving this message because you were listed as an entity contact, applicant or contributor to the following Project Information Form (PIF) record:

PIF No.: 14230

Entity: Wharton

Project Name: Waste Water Treatment Plant 1 (WWTP 1) Replacement & Rehabilitation

This notice is to inform you that your PIF is listed as ROLL_FORWARD_ELIGIBLE. Roll-over Eligible: For Roll-over Eligible: Texas Water Development Board (TWDB) staff has reviewed your PIF and determined that it is eligible to be considered for the next State Fiscal Year's Intended Use Plan. If you wish for your project to be considered for the next State Fiscal Year's Intended Use Plan, please log back into the system, update your record, and submit by [TBD].

If you do not intend for your project to be considered for financial assistance in the upcoming funding cycle, no action is required.

If you feel like you have received this information in error please contact TWDB, by phone at 512-463-0991, or by e-mail at financial_assistance@twdb.texas.gov.

Thank you for utilizing the Online Loan Application system for your PIF record.

Sincerely,

Texas Water Development Board

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/13/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving and ratifying a Memorandum of Agreement with the Texas Historical Commission regarding the Single-Family Housing GLO Contract 19-076-050-B703 Project and authorizing the Mayor of the City of Wharton to execute all documents related to said Memorandum of Agreement.
<p>As a newly designated Historical District by the Texas Historical Commission, the GLO is requiring that the City enter into a Memorandum of Agreement (MOA) for 1517 Harris Street for the Wharton SFH 19-076-050-B703 Project.</p> <p>This property was identified by the Texas Historical Commission to be a contributing resource to the newly formed West End Historic District. Therefore, the Texas Historical Commission required this MOA in order to allow the project to proceed as planned.</p> <p>This MOA is applicable to only the 1517 Harris Street address and will not impact further development or construction.</p> <p>Director of Planning & Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Wednesday, February 8, 2023	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: February 6, 2023

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: Ratification and approval of Memorandum of Agreement for GLO Contract 19-076-050-B703 Project – 1517 Harris Street

As a newly designated historical district by the Texas Historical Commission (THC), the GLO is requiring that the City enter into a Memorandum of Agreement (MOA) for 1517 Harris Street for the Wharton SFH 19-076-050-B703 project.

This property was identified by the THC to be a contributing resource to the newly formed West End Historic District. Therefore, THC required this MOA in order to allow the project to proceed as planned.

This MOA is applicable to only the 1517 Harris Street address and will not impact further development or construction.

If you should have any questions, please contact me at 979-532-2491 ext. 238. Thank You.

MEMORANDUM OF AGREEMENT
BETWEEN THE TEXAS HISTORICAL COMMISSION
AND THE CITY OF WHARTON
REGARDING THE SINGLE-FAMILY HOUSING GLO CONTRACT 19-076-050-B703
PROJECT

The **TEXAS HISTORICAL COMMISSION** (“THC”) and the **CITY OF WHARTON**, (each a “Party” and, collectively, the “Parties”), hereby enter into this Memorandum of Agreement (the “Agreement”) to approve the City of Wharton Single Family Housing GLO Contract 19-076-050-B703 affecting a property eligible for inclusion in the National Register of Historic Places (“National Register”), pursuant to Section 106 of the National Historic Preservation Act, 54 U.S.C. § 306108 (“NHPA”), and its implementing regulations at 36 C.F.R. Part 800; and

WHEREAS, the City of Wharton is the responsible entity; and

WHEREAS, the undertaking consists of demolition of the existing house at 1517 Harris St, Wharton, TX 77488 and construction of a new house in its place; and

WHEREAS, THC has defined the undertaking’s area of potential effects (APE) to be within the West End Historic District, an area eligible for listing in the National Register of Historic Places described in the attached historic resources survey report from the U.S. Army of Corps Engineers (USACE); and

WHEREAS, THC has determined that the undertaking may have an adverse effect on historic properties, which are eligible for listing in the National Register of Historic Places, and has consulted with the State Historic Preservation Officer (“SHPO”) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, the City of Wharton has consulted with the Apache Tribe of Oklahoma, the Comanche Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Tonkawa Tribe of Indians of Oklahoma, and the Wichita and Affiliated Tribes, in case 1517 Harris St, Wharton, TX 77488 has religious and cultural significance, no comments were received; and

WHEREAS, the City of Wharton has consulted with the Wharton County Historical Commission and Wharton County Heritage Partnership regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as invited signatories; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the City of Wharton has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, THC, the City of Wharton, WCHC, WCHP, and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The City of Wharton shall ensure that the following measures are carried out:

I. DIGITAL PHOTOGRAPHIC DOCUMENTATION

- (a) The City of Wharton shall be responsible for digitally photographing each historic property affected by an Undertaking or Undertakings conducted under this Agreement. Photography shall comply with the requirements of the NPS's National Register Photograph Policy Factsheet (https://www.nps.gov/subjects/nationalregister/upload/Photo_Policy_update_2013_05_15_50_8.pdf), with regard to image size and format of digital files, photograph log, and permanence requirements for prints. The number and type of views shall be determined in consultation with the SHPO.
- (b) The City of Wharton shall submit to the SHPO electronic media containing the digital images, and a photo log for review and approval. Within thirty (30) days of receipt, the SHPO shall advise the City of Wharton if the submitted documentation is satisfactory or shall request specific revisions. If revisions are requested, the SHPO shall specify whether the revised documentation is to be submitted to SHPO for a second thirty (30)- day review. Upon acceptance of the documentation by the SHPO, the Undertaking may proceed.
- (c) The City of Wharton shall also provide the complete documentation package to an appropriate archival repository or library, as determined in consultation with the SHPO.

II. DESIGN REVIEW FOR INFILL CONSTRUCTION

- (a) Prior to initiating the construction of a new building within a historic district or adjacent to historic properties, the Responsible Entity shall submit architectural and site plans for the proposed building to the SHPO for review and comment. For larger or complex new construction, the Responsible Entity shall establish a schedule for submittal of plans to the SHPO during plan development (e.g., 30%, 60%, and 90% construction documents) to allow for early and ongoing review. Within thirty (30) days of receipt of submitted architectural drawings, the SHPO shall provide recommendations to make the new construction compatible with the architectural character of nearby historic properties. The Responsible Entity shall consider any SHPO comments and make a reasonable and good faith effort to incorporate the SHPO's suggestions into the final architectural and site plans.
- (b) The Responsible Entity shall make reasonable attempts to use building setbacks, exterior materials, and overall building forms that are compatible with nearby historic properties.

III. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the City of Wharton may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

IV. DISPUTE RESOLUTION

Should any signatory party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the City of Wharton shall consult with such party to resolve the objection. If the City of Wharton determines that such objection cannot be resolved, the City of Wharton will:

- (a) Forward all documentation relevant to the dispute, including the City of Wharton's proposed resolution, to the ACHP. The ACHP shall provide the City of Wharton with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City of Wharton shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The City of Wharton will then proceed according to its final decision.
- (b) If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the City of Wharton may make a final decision on the dispute and proceed
- (c) It's the City of Wharton's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all the signatories is filed with the ACHP.

VI. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the City of Wharton must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The City of Wharton shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the City of Wharton and SHPO and implementation of its terms evidence that City of Wharton has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.**

SIGNATORIES:

City of Wharton

_____ **Date:** _____

State Historic Preservation Officer

_____ **Date:** _____

INVITED SIGNATORIES:

Wharton County Historical Commission

_____ **Date:** _____

Wharton County Heritage Partnership

_____ **Date:** _____

Notes:

*This document assumes that the term "signatory" has been defined in the agreement to include both signatories and invited signatories.

**Remember that the agency must submit a copy of the executed MOA, along with the documentation specified in Section 800.11(f), to the ACHP prior to approving the undertaking in order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv).

**CITY OF WHARTON
RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AND RATIFYING A MEMORANDUM OF AGREEMENT WITH THE TEXAS HISTORICAL COMMISSION REGARDING THE SINGLE-FAMILY HOUSING GLO CONTRACT 19-076-050-B703 PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID MEMORANDUM OF AGREEMENT.

WHEREAS, The City of Wharton City Council wishes to ratify and enter into a Memorandum of Agreement with the Texas Historical Commission regarding the single-family housing GLO Contract 19-076-050-B703 Project; and,

WHEREAS, The Memorandum of Agreement is specifically for the applicant at 1517 Harris Street, Wharton, Texas; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents relating to said Memorandum of Agreement.

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

SECTION I. The Wharton City Council hereby ratifies and approves the Memorandum of Agreement with the Texas Historical Commission regarding the single-family housing GLO Contract 19-076-050-B703 Project.

SECTION II. The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to said Memorandum of Agreement.

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

PASSED, APPROVED, and ADOPTED this 13th day of February 2023.

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:	2/13/2023	Agenda Item:	Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees: <ul style="list-style-type: none"> A. Appointments. B. Resignations. C. Vacancies.
Attached you will find the list of persons serving on the various City Boards, Commissions and Committees. There are still vacancies that also need to be filled.			
<p><u>Appointments:</u> None.</p> <p><u>Resignations:</u> Ms. Rebekah Kirschke from the Mayor’s Committee on People with Disabilities.</p> <p><u>Vacancies:</u></p> <ol style="list-style-type: none"> 1. Building Standards Commission. 2. Plumbing and Mechanical Board. 			
City Manager: Joseph R. Pace		Date: Thursday, February 9, 2023	
Approval: 			
Mayor: Tim Barker			

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

WHARTON REGIONAL AIRPORT BOARD	TWO YEAR TERM	Reappointment
Jimmy Gardner	June 30, 2023	
Randy Rodriguez	June 30, 2023	
Bill Kingrey	June 30, 2023	
Larry David	June 30, 2024	
Jimmy Zissa	June 30, 2024	
Glenn Erdelt	June 30, 2024	

BEAUTIFICATION COMMISSION	TWO YEAR TERM	Reappointment
Nancy Mata	June 30, 2024	
Lucy Cruz Alanis	June 30, 2024	
Rachel Roberson	June 30, 2024	
Stephanie Konvicka	June 30, 2023	
Adraylle Watson	June 30, 2023	
Debbie Folks	June 30, 2023	
Sheryl Joost	June 30, 2023	

BUILDING STANDARDS COMMISSION	TWO YEAR TERM	Reappointment
Leonard Morales	June 30, 2023	
Burnell Neal	June 30, 2023	
Vacant	June 30, 2023	
Paul Shannon	June 30, 2023	
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		

ELECTRICAL BOARD	TWO YEAR TERM	Reappointment
Councilmember Clifford Jackson	June 30, 2023	
Zac Henson	June 30, 2023	
Philip Hamlin	June 30, 2024	
Milton Barbee	June 30, 2024	
Hector Hernandez- Fire Marshal		

HOLIDAY LIGHT DECORATING CHAIRMAN	TWO YEAR TERM	Reappointment
Tim Barker	June 30, 2024	

MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES	TWO YEAR TERM	Reappointment
Johnnie Gonzalez	June 30, 2024	

Faye Evans	June 30, 2024
Rebekah Kirschke	June 30, 2024
Adraylle Watson	June 30, 2023
Marilyn Sebesta	June 30, 2023
Sandy Wilkins	June 30, 2023
Cheryl Lavergne	June 30, 2023
Mayor Tim Barker- Ex Officio	

HEALTH OFFICER	TWO YEAR TERM	Reappointment
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Dr. Jeff Gubbels, MD	June 30, 2024
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VETERINARIAN	TWO YEAR TERM	Reappointment
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Dr. Cody Pohler, DVM	June 30, 2024
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MUNICIPAL COURT JUDGE	TWO YEAR TERM	Reappointment
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Jared Cullar	June 30, 2023
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PLANNING COMMISSION	TWO YEAR TERM	Reappointment
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Burnell Neal	June 30, 2023
Rob Kolacny	June 30, 2023
Michael Quinn	June 30, 2023
Marshall Francis	June 30, 2024
Adraylle Watson	June 30, 2024
Michael Wootton	June 30, 2024
Joel Williams	June 30, 2024

PLUMBING AND MECHANICAL BOARD	TWO YEAR TERM	Reappointment
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A. J. Rath	June 30, 2024
Tom Faust	June 30, 2023
Vacant	June 30, 2024
Robert Sanchez	June 30, 2023
Vacant	June 30, 2024

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

WHARTON ECONOMIC DEVELOPMENT CORPORATION	TWO YEAR TERM	Reappointment
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Michael Wootton	September 30, 2024
Alice Heard Roberts	September 30, 2024
Freddie Pekar	September 30, 2024
Clifford Jackson (Councilmember)	September 30, 2024
Russell Machann- (Councilmember)	September 30, 2023
Andrew Armour	September 30, 2023
Michael Roberson	September 30, 2023

CITY COUNCIL COMMITTEES - Renew June 30th of Each Year

ANNEXATION COMMITTEE

Tim Barker
 Russell Machann
 Don Mueller

FINANCE COMMITTEE

Russell Machann
 Larry Pittman
 Tim Barker

HOUSING COMMITTEE

Terry Freese
 Russell Machann
 Clifford Jackson

INTERGOVERNMENTAL RELATIONS COMMITTEE

Terry Freese
 Tim Barker
 Larry Pittman

LEGISLATIVE COMMITTEE

Tim Barker
 Larry Pittman
 Steven Schneider

PUBLIC HEALTH COMMITTEE

Terry Freese
 Larry Pittman
 Russell Machann

PUBLIC SAFETY COMMITTEE

Larry Pittman
 Terry Freese
 Don Mueller

PUBLIC WORKS COMMITTEE

Terry Freese
 Don Mueller
 Clifford Jackson

TELECOMMUNICATIONS COMMITTEE

Clifford Jackson
 Terry Freese
 Don Mueller

WHARTON ECONOMIC DEVELOPMENT CORP BOARD OF DIRECTORS SELECTION COMMITTEE

Tim Barker
 Steven Schneider
 Clifford Jackson

ECONOMIC DEVELOPMENT COMMITTEE

Tim Barker
 Clifford Jackson
 Russell Machann

PARKS AND RECREATION COMMITTEE

Steven Schneider
 Russell Machann
 Terry Freese



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

Date: February 8, 2023
From: Claudia Velasquez, Building Official
To: Mayor's Committee on People with Disabilities
Subject: Resignation of Member

Commission Member Rebekah Kirschke has advised she will be resigning her term on the Mayor's Committee on People with Disabilities effective February 2023.

If you have any questions, please contact me at City Hall (979) 532-4811, Ext. 232.