



**CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING**

**Monday, July 24, 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, July 24, 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 20th day of July 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 July 20, 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 20th day of July 2023.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**City Council Regular Meeting**  
**Monday, July 24, 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. City of Wharton Financial Report for June 2023.
2. Request from Mr. Charlie Nays for a replat of William Kincheloe, Block 63, Lots 116, 116A, 117A for development.
3. Request from Mr. Geoffrey Brady for replat of Briargrove, Section 4, Block 1 for development.
4. Request from Mr. & Mrs. Clark for a variance to Chapter 38 Manufactured Housing, Mobile Homes and Travel Trailers and Parks, Article 2 Requirements, Division 1 Generally, Section 38-36 Authorized Locations for replacement of an unoccupied mobile home for occupancy.
5. Request from Mr. Greg Hippel of 804 Old Caney Rd., Old Caney Manor, Lot 1, Res. A for a 6-foot side building line setback from the required 15-foot setback for construction of a patio cover.
6. Request from the Monterey Square Business Association for the following for the Monterey Square Wine and Arts Fair on October 14, 2023:
  - A. Close Fulton Street between Burleson Street and Milam Street as well as close Houston Street between Burleson Street and Hawes Street from 2:00 p.m. until 10:00 p.m. on Saturday, October 14, 2023.
  - B. Provide six (6) generator lights for safety for the fair location and Guffey Park parking area.
  - C. Allow open containers for alcohol on City property on the exterior sides of Monterey Square and approximately two adjoining blocks to include all participating businesses.
  - D. Waive all local permits and fees.
  - E. Provide trash containers, bags, and dumpster.
  - F. Provide trash pick up from City workers after 10:00 p.m.

- [7.](#) Resolution: A resolution of the Wharton City Council approving Amendment No. 4 to the Franchise Agreement for Solid Waste Collection Services with Green For Life and authorizing the Mayor of the City of Wharton to execute the agreement.
- [8.](#) Resolution: A resolution of the Wharton City Council authorizing the City Staff to issue Requests for Proposals for a tax increment reinvestment zone administrator.
- [9.](#) Resolution: A resolution of the Wharton City Council authorizing a credit limit increase of the City of Wharton's corporate credit limit with Prosperity Bank.
- [10.](#) Resolution: A resolution of the Wharton City Council authorizing the City Staff to issue Requests for Proposals (RFP) for administrative services and establish a Consultant Selection Committee and develop evaluation criteria for the Selection of Administrative Services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).
- [11.](#) Resolution: A resolution of the Wharton City Council approving Amendment No. 1 for the HDR Professional Service Agreement for acquisition services for the City of Wharton's I-69 Utility Relocation Project and authorizing the Mayor to execute all documents related to the amendment.
- [12.](#) Resolution: A resolution of the Wharton City Council approving Change Order No. 1 for surface preparation and coating of the channel with C3 Constructors, LLC for the WWTP #1 Headworks and Coarse Screen Replacement Project and authorizing the Mayor to execute all documents related to said Change Order.
- [13.](#) Resolution: A resolution of the Wharton City Council awarding a contract for the Texas Community Development Block Grant – Downtown Revitalization Program/Main Street (TXCDBG-DRP/MS) Sidewalk Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
- [14.](#) Resolution: A resolution of the Wharton City Council approving and ratifying a proposal for surveying services for the F.M. 1301 Extension Railroad Overpass between the City of Wharton and Huitt-Zollars and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement.
- [15.](#) Resolution: A resolution of the Wharton City Council terminating the agreement between the City of Wharton and Insituform Technologies, LLC for the construction of Wharton S. East Avenue Sanitary Sewer Rehabilitation Project.
- [16.](#) Pay Request No. 4 from C3 Constructors for the WWTP #1 Coarse Screen Project.
- [17.](#) Update of City of Wharton Grant Programs.
- [18.](#) Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees:
  - A. Resignations.
  - B. Appointments.
  - C. Vacancies.

19. City Council Boards, Commissions, and Committee Reports:  
A. Planning Commission meeting held July 17, 2023.

20. 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. Fire Department.  
G. Fire Marshal.  
H. Legal Department.  
I. Municipal Court.  
J. Police Department.  
K. Public Works Department.  
L. Water/Sewer Department.  
M. Weedy Lots/Sign Ordinance.  
N. Wharton Regional Airport.

**Executive Session:**

21. City Council may adjourn into an Executive Session in accordance with Section 551.074 of the Local Government Code, Revised Civil Statutes of Texas. Final action, decision, or vote, if any with regard to any matter considered in Executive Session shall be made in Open Meeting.

Discussion:

- A. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:  
1. New Public Works Director.


**Return to Open Session:**

22. Action on items discussed in Executive Session:  
A. Appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:  
1. New Public Works Director.

**Adjournment.**

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

# CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	City of Wharton Financial Report for June 2023.
<p>Attached you will find a copy of the City of Wharton Financial Report for the month of June 2023.</p> <p>Finance Director, Joan Andel, will present the report.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

10 -General  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Ad Valorum Taxes	848,625.00	8,661.71	597,254.10	70.38	251,370.90
	Sales Tax	1,644,389.00	133,380.77	1,485,698.44	90.35	158,690.56
	Other Taxes	1,169,295.00	158,102.11	827,677.69	70.78	341,617.31
	License and Permits	482,107.00	24,382.86	184,915.92	38.36	297,191.08
	Fines and Forfeitures	236,834.00	12,070.39	113,101.45	47.76	123,732.55
	Industrial District Pmt.	1,679,581.00	0.00	1,503,284.69	89.50	176,296.31
	Charges for Services	13,750.00	4,810.44	8,586.44	62.45	5,163.56
	Interest and Miscellaneous	46,500.00	15,168.92	124,228.45	267.16	( 77,728.45)
	Intergovernmental	364,705.00	4,800.00	603,420.30	165.45	( 238,715.30)
	Transfers In	1,254,642.00	180,288.66	819,566.64	65.32	435,075.36
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	7,740,428.00	541,665.86	6,267,734.12	80.97	1,472,693.88
		=====	=====	=====	=====	=====

<u>EXPENDITURE SUMMARY</u>						
	Mayor & Council	30,325.00	1,412.69	11,562.30	38.13	18,762.70
	City Manager	276,311.00	22,685.30	201,070.06	72.77	75,240.94
	City Secretary	244,989.00	25,075.86	168,248.43	68.68	76,740.57
	Legal and Professional Se	74,000.00	5,627.46	40,083.94	54.17	33,916.06
	Finance	348,855.00	16,968.86	243,779.64	69.88	105,075.36
	Municipal Courts	178,371.00	12,054.45	122,307.12	68.57	56,063.88
	Central Services	91,900.00	7,441.20	71,973.48	78.32	19,926.52
	Police	2,462,278.00	167,994.50	1,615,401.43	65.61	846,876.57
	Fire	480,501.00	23,711.11	339,524.16	70.66	140,976.84
	Code Enforcement	437,185.00	20,680.38	242,577.04	55.49	194,607.96
	Emergency Management	134,045.00	9,541.74	92,545.22	69.04	41,499.78
	Animal Control	79,608.00	5,308.32	52,598.13	66.07	27,009.87
	Communications	637,678.00	42,981.23	416,675.93	65.34	221,002.07
	Streets & Drainage	1,138,330.00	71,666.97	772,160.52	67.83	366,269.48
	Garage	206,051.00	20,342.86	130,088.47	63.13	75,962.53
	Facilities Maintenance	300,475.00	15,061.51	211,940.95	70.54	88,534.05
	Grant Admin/Housing	0.00	0.00	0.00	0.00	0.00
	Recreation	29,650.00	4,518.11	23,976.67	80.87	5,673.33
	Pool	57,225.00	18,016.19	36,061.34	63.02	21,163.66
	Grants	258,053.00	4,530.93	727,114.16	281.77	( 469,061.16)
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	200,000.00	270,000.00	305,415.68	152.71	( 105,415.68)
	Transfers-Out	74,498.00	0.00	0.00	0.00	74,498.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	7,740,428.00	765,619.67	5,825,104.67	75.26	1,915,323.33

CITY OF WHARTON  
FINANCIAL STATEMENT  
AS OF: JUNE 30TH, 2023

Item-1.

10 -General  
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	( 223,953.81)	442,629.45	0.00	( 442,629.45)
		=====	=====	=====	=====	=====



CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

11 - PEG FUND  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Other Taxes	3,500.00	0.00	1,828.49	52.24	1,671.51
	Interest and Miscellaneou	0.00	3.68	31.71	0.00	( 31.71)
		-----	-----	-----	-----	-----
	<b>** TOTAL REVENUES **</b>	<b>3,500.00</b>	<b>3.68</b>	<b>1,860.20</b>	<b>53.15</b>	<b>1,639.80</b>
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	3,500.00	3,298.00	3,397.00	97.06	103.00
		-----	-----	-----	-----	-----
	<b>** TOTAL EXPENDITURES **</b>	<b>3,500.00</b>	<b>3,298.00</b>	<b>3,397.00</b>	<b>97.06</b>	<b>103.00</b>
		=====	=====	=====	=====	=====
	<b>EXCESS REVENUES/EXPENDITURES</b>	<b>0.00</b>	<b>( 3,294.32)</b>	<b>( 1,536.80)</b>	<b>0.00</b>	<b>1,536.80</b>
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

12 -Hotel/Motel  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Other Taxes	240,000.00	0.00	204,640.63	85.27	35,359.37
	Interest and Miscellaneou	100.00	2.75	28.71	28.71	71.29
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	41,750.00	0.00	0.00	0.00	41,750.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	281,850.00	2.75	204,669.34	72.62	77,180.66
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	57,500.00	83.75	59,296.76	103.12	( 1,796.76)
	Transfers-Out	224,350.00	10,500.00	147,200.00	65.61	77,150.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	281,850.00	10,583.75	206,496.76	73.26	75,353.24
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	( 10,581.00)	( 1,827.42)	0.00	1,827.42
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

14 -Seizure  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Interest and Miscellaneous	700.00	18.32	160.36	22.91	539.64
	Intergovernmental	5,000.00	0.00	1,689.66	33.79	3,310.34
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	5,700.00	18.32	1,850.02	32.46	3,849.98
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	5,700.00	0.00	12,064.00	211.65	( 6,364.00)
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	5,700.00	0.00	12,064.00	211.65	( 6,364.00)
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	18.32	( 10,213.98)	0.00	10,213.98
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

20 -Debt Service Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Ad Valorum Taxes	1,822,623.00	27,626.93	1,941,955.04	106.55	( 119,332.04)
	Interest and Miscellaneou	10,000.00	61.34	4,332.06	43.32	5,667.94
	Intergovernmental	150,000.00	0.00	150,000.00	100.00	0.00
	Transfers In	698,680.00	0.00	698,680.00	100.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	2,681,303.00	27,688.27	2,794,967.10	104.24	( 113,664.10)
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Lease Payments	2,681,303.00	31,644.99	2,640,727.79	98.49	40,575.21
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	2,681,303.00	31,644.99	2,640,727.79	98.49	40,575.21
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	( 3,956.72)	154,239.31	0.00	( 154,239.31)
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

30 -Capital Improvement Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Interest and Miscellaneou	0.00	59.78	10,221.56	0.00	( 10,221.56)
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	100,000.00	0.00	0.00	0.00	100,000.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	100,000.00	59.78	10,221.56	10.22	89,778.44
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Capital Outlay	100,000.00	16,950.25	46,950.25	46.95	53,049.75
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	100,000.00	16,950.25	46,950.25	46.95	53,049.75
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	( 16,890.47)	( 36,728.69)	0.00	36,728.69
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

41 -Water & Sewer Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	6,021,900.00	478,246.27	4,270,881.64	70.92	1,751,018.36
	Interest and Miscellaneou	11,000.00	8,851.96	82,175.25	747.05	( 71,175.25)
	Intergovernmental	0.00	0.00	363,079.63	0.00	( 363,079.63)
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	6,032,900.00	487,098.23	4,716,136.52	78.17	1,316,763.48
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Planning and Comm Develop	261,289.00	8,641.82	79,869.95	30.57	181,419.05
	Water/Sewer Admin.	225,565.00	16,667.21	164,112.77	72.76	61,452.23
	Water Operations	1,659,784.00	109,784.15	1,082,494.60	65.22	577,289.40
	Sewer Operations	1,047,373.00	76,213.14	618,086.29	59.01	429,286.71
	Solid Waste Operations	0.00	0.00	0.00	0.00	0.00
	Lease Payments	1,053,137.00	40,129.18	313,055.89	29.73	740,081.11
	Capital Outlay	604,020.00	0.00	0.00	0.00	604,020.00
	Transfers-Out	1,181,732.00	180,288.66	721,154.64	61.03	460,577.36
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	6,032,900.00	431,724.16	2,978,774.14	49.38	3,054,125.86
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	55,374.07	1,737,362.38	0.00	( 1,737,362.38)
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

42. -Solid Waste Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	1,690,549.00	142,396.60	1,277,180.51	75.55	413,368.49
	Interest and Miscellaneou	800.00	67.69	1,097.60	137.20	( 297.60)
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**	TOTAL REVENUES **	1,691,349.00	142,464.29	1,278,278.11	75.58	413,070.89
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Solid Waste Operations	1,691,349.00	124,238.26	1,111,717.18	65.73	579,631.82
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	1,691,349.00	124,238.26	1,111,717.18	65.73	579,631.82
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	18,226.03	166,560.93	0.00	( 166,560.93)
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CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

43 -EMS Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	801,500.00	100,763.63	740,720.55	92.42	60,779.45
	Interest and Miscellaneou	2,455.00	8,334.04	51,307.79	89.93	( 48,852.79)
	Intergovernmental	1,853,681.00	0.00	1,859,055.12	100.29	( 5,374.12)
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	2,657,636.00	109,097.67	2,651,083.46	99.75	6,552.54
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	EMS Operations	2,559,224.00	161,968.88	1,583,051.38	61.86	976,172.62
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Transfers-Out	98,412.00	0.00	98,412.00	100.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	2,657,636.00	161,968.88	1,681,463.38	63.27	976,172.62
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	( 52,871.21)	969,620.08	0.00	( 969,620.08)
		=====	=====	=====	=====	=====



CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

44 -Civic Center Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	69,851.00	3,943.00	50,689.50	72.57	19,161.50
	Interest and Miscellaneou	575.00	4.87	75.78	13.18	499.22
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	244,098.00	10,500.00	144,500.00	59.20	99,598.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	314,524.00	14,447.87	195,265.28	62.08	119,258.72
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Civic Center Operations	299,612.00	16,067.21	165,406.54	55.21	134,205.46
	Lease Payments	14,912.00	2,005.52	14,910.81	99.99	1.19
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	314,524.00	18,072.73	180,317.35	57.33	134,206.65
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	{ 3,624.86}	14,947.93	0.00	{ 14,947.93}
		=====	=====	=====	=====	=====

CITY OF WHARTON  
 FINANCIAL STATEMENT  
 AS OF: JUNE 30TH, 2023

Item-1.

45 -Airport Fund  
 FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	315,000.00	36,814.65	219,175.25	69.58	95,824.75
	Interest and Miscellaneou	1,410.00	413.30	2,255.47	159.96	( 845.47)
	Intergovernmental	62,000.00	0.00	0.00	0.00	62,000.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	378,410.00	37,227.95	221,430.72	58.52	156,979.28
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Airport Operations	350,661.00	11,803.41	114,029.36	32.52	236,631.64
	Lease Payments	27,749.00	269.78	25,248.82	90.99	2,500.18
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	378,410.00	12,073.19	139,278.18	36.81	239,131.82
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	25,154.76	82,152.54	0.00	( 82,152.54)
		=====	=====	=====	=====	=====

7/18/2023 3:33 PM  
 COMPANY: 61 - Consolidated Cash  
 ACCOUNT: 1000 Cash in Bank  
 TYPE: Check  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 1  
 CHECK DATE: 6/01/2023 THRU 6/30/2023  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	6/07/2023	CHECK	115132	TEXASGULF CREDIT UNION	1,476.00CR	OUTSTND	A	0/00/0000
1000	6/07/2023	CHECK	115133	AMBRUS HIGHTOWER	1,050.00CR	OUTSTND	A	0/00/0000
1000	6/07/2023	CHECK	115134	PAUL WEBB	306.41CR	OUTSTND	A	0/00/0000
1000	6/07/2023	CHECK	115135	WHARTON CO CLERK	156.00CR	OUTSTND	A	0/00/0000
1000	6/07/2023	CHECK	115136	WHARTON CO CLERK	38.00CR	OUTSTND	A	0/00/0000
1000	6/07/2023	CHECK	115137	PAUL WEBB	627.00CR	OUTSTND	A	0/00/0000
1000	6/08/2023	CHECK	115138	DENALI CAPITAL INVESTMENTS	62.46CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115139	JANKE, GARRETT	19.53CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115140	FITZGERALD, AMY	49.95CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115141	JACKSON, CONSTANCE A. A	19.89CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115142	WARE, DEBBIE	31.87CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115143	HOWARD, LAURA	71.37CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115144	BALCAR, SHARLA	49.95CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115145	HACIENDA HOMES OF TEXAS LLC	47.00CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115146	BSR CONSTRUCTION LLC	8.24CR	OUTSTND	G	0/00/0000
1000	6/08/2023	CHECK	115147	BSR CONSTRUCTION LLC	3,375.38CR	OUTSTND	G	0/00/0000
1000	6/07/2023	CHECK	115148	AQUATIC LEADERSHIP GROUP	2,100.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115149	BERTHA ABRAHAM	223.13CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115150	JULIO R AGUILAR	415.63CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115151	AIR CONDITIONING INNOVATIVE	620.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115152	ALAMO LUMBER COMPANY	401.98CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115153	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115154	THE ALLIANCE FOR INTERSTATE 69	1,265.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115155	AMAZON CAPITAL SERVICES	681.26CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115156	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115157	AQUA-TECH LABORATORIES, I	2,091.75CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115158	ASCO EQUIPMENT	306.56CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115159	AT & T	90.44CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115160	AT&T	107.54CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115161	AT&T GLOBAL SERVICES, INC.	6,785.16CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115162	BARBEE SERVICES, INC.	235.62CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115163	DAWN BASDEN	415.63CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115164	BETTY DIAZ	50.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115165	BIG G AUTO GLASS	130.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115166	RONNIE BOLLON	2,179.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115167	BOUND TREE MEDICAL, LLC	1,115.72CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115168	BRAZORIA COUNTY WATER LAB	255.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115169	BUCKEYE CLEANING CENTER	162.03CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115170	LINDA BUENGER	435.31CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115171	LUCY B BUENGER	531.57CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115172	NATIONAL BUGMOBILES, INC.	2,300.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115173	JOHNNY BUSBY	28.15CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115174	C M AUTO GLASS, INC	100.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115175	CANDICE ROBERTSON	50.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 6/01/2023 THRU 6/30/2023  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	6/09/2023	CHECK	115176	CAPITAL ONE (WALMART)	626.77CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115177	CARROLL'S GUN SHOP, INC.	150.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115178	CENTERPOINT ENERGY	25.99CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115179	CHASITY WILLIAMS	500.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115180	CHERYL'S EXXON	7.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115181	CINTAS CORPORATION	911.14CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115182	CITY OF WHARTON	78.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115183	CUSTOM CREATIONS	24.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115184	DAMIAN KOCIAN	175.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115185	DARLENE SOLOMON	50.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115186	DELL MARKETING L.P.	122.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115187	DILLON PETROSKY	175.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115188	DIRECTV	196.23CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115189	DOMINIQUE TYLER-SPEARS	200.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115190	DSS DRIVING SAFETY SERVICES, L	100.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115191	DXI INDUSTRIES, INC.	1,919.40CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115192	DYLAN MARTINEZ	175.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115193	EL CAMPO MEMORIAL HOSPITAL	381.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115194	EMERGENCY MEDICAL SUPPORT	4.78CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115195	FALANDA MOORE	200.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115196	FELIPA VELASQUEZ	75.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115197	FERGUSON ENTERPRISES, INC	4,445.77CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115198	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115199	FLORES TIRE SERVICE, INC.	2,385.28CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115200	GALLS, LLC	790.81CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115201	HENRY GARCIA	4,950.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115202	GFL ENVIRONMENTAL (WCA)	60,299.03CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115203	GOLD STAR PETROLEUM, INC.	14,649.45CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115204	AARON GOMEZ	111.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115205	GREAT WESTERN DINING SERVICE,	315.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115206	GREGORY BARAJAS	50.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115207	JEFFERY L GUBBELS	2,230.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115208	GULF COAST PAPER CO	1,395.68CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115209	HACH COMPANY	296.22CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115210	HARRIS COUNTY A/R RADIO	187.50CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115211	HAWKINS, INC	2,300.50CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115212	HDR ENGINEERING, INC.	4,591.26CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115213	HEB CREDIT RECEIVABLES	13.12CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115214	HENRY SCHEIN, INC	749.33CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115215	HECTOR HERNANDEZ	119.38CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115216	HODGES WELDING SUPPLY	272.80CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115217	MARIA C. BRUCIA	305.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115218	JANUS REMOTE COMMUNICATIONS	161.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115219	JESSICA TYLER	50.00CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 6/01/2023 THRU 6/3  
CLEAR DATE: 0/00/0000 THRU 99/9  
STATEMENT: 0/00/0000 THRU 99/9  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	6/09/2023	CHECK	115220	KALINA NURSERY, LLC	400.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115221	BRUCE W KIELER	87.50CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115222	LANSLOWNE-MOODY CO., INC.	204.64CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115223	LETITIA KUYKENDALL	200.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115224	LIBERTY EQUIPMENT	2,005.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115225	LINEBARGER GOGGAN BLAIR	1,440.08CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115226	LISA GOMEZ	200.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115227	LONNIE MELCHOR	122.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115228	MCCI, LLC	647.62CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115229	MCI	66.22CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115230	MINER, LTD DBA OVERHEAD DOOR C	650.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115231	MORTON'S WESTERN POWER & HARDW	39.99CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115232	SANTOS MUNOZ	102.81CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115233	MUSTANG RENTAL SERVICES	3,995.95CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115234	NUTRIEN AG SOLUTIONS	326.89CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115235	O'REILLY AUTOMOTIVE STORES, IN	728.03CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115236	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115237	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115238	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115239	ODP BUSINESS SOLUTIONS, LLC	146.55CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115240	JOSEPH R PACE	314.40CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115241	PEST ARREST LL (BUGABUG)	450.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115242	PITNEY BOWES GLOBAL FINANCIAL	756.72CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115243	THE POLICE AND SHERIFFS PRESS,	17.60CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115244	POLYDYNE INC	1,678.50CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115245	QUILL CORPORATION	1,461.52CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115246	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115247	RAM COUNTRY	49.80CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115248	RENISHA THOMPSON	50.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115249	RICHARD ESPINOSA	200.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115250	RICHMOND RD. TRUCK & AUTO PART	1,204.44CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115251	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115252	SELENA RIOS	37.78CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115253	MARK RISINGER	4,050.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115254	RACHEL ROBERSON	66.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115255	SCHMIDT IMPLEMENT INC.	3,469.74CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115256	SEAN POSPISIL	175.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115257	SELECT IMPORTS FURNITURE & DEC	99.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115258	SHIRLEY CASTRO	200.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115259	SHOPPA'S FARM SUPPLY INC	329.90CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115260	SIENNA OWENS	200.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115261	SOUTH TEXAS CORRUGATED	1,475.60CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115262	SPARKLIGHT/ NEWWAVE	368.82CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115263	STAR PARTS INC	215.66CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 6/01/2023 THRU 6/30/2023  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	6/09/2023	CHECK	115264	STROUHAL TIRE	631.82CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115265	SUMMIT FIRE & SECURITY, LLC	1,600.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115266	SUPERIOR FENCE SERVICES	4,985.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115267	PATRICK KRPEC DBA	83.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115268	TEC-TRONIC SYSTEMS, INC	59.24CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115269	TELEFLEX LLC	1,215.50CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115270	TEXAS QUALITY LAWN EQUIPMENT	49.85CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115271	THOMSON REUTERS - WEST	259.06CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115272	TRACTOR SUPPLY CREDIT PLAN	243.56CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115273	TRADITIONS CHEVROLET	1,375.90CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115274	TRAFCO INDUSTRIES, INC.	1,475.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115275	TURF EQUIPMENT &	459.43CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115276	TYLER TECHNOLOGIES, INC.	574.72CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115277	UNITED AGRICULTURAL COOPERATIV	75.58CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115278	HD SUPPLY, INC USA BLUE BOOK	491.93CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115279	VERIZON WIRELESS	2,432.72CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115280	VERONICA OLMEDA	500.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115281	VIRTUAL ACADEMY	2,124.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115282	WHARTON COUNTY ELECTRIC C	1,454.38CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115283	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115284	PAUL WEBB	5,627.46CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115285	WHARTON CHEVY GMC	2,601.72CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115286	WHARTON CO CLERK	442.00CR	VOIDED	A	6/09/2023
1000	6/09/2023	CHECK	115287	WHARTON COUNTY ELECTIONS	4,608.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115288	WHARTON EZ LUBE	14.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115289	WHARTON FEED & SUPPLY	161.48CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115290	WHARTON LAWN & GARDEN	268.00CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115291	WHARTON TRACTOR	1,848.48CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115292	WHARTON VETERINARY CLINIC, PLL	187.60CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115293	WYLIE MANUFACTURING CO.	113.36CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115294	PROSPERITY BANK	1,914.06CR	VOIDED	A	6/09/2023
1000	6/09/2023	CHECK	115295	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115296	PROSPERITY BANK	166.02CR	VOIDED	A	6/09/2023
1000	6/08/2023	CHECK	115297	BEN GUANAJUATO	998.35CR	OUTSTND	A	0/00/0000
1000	6/13/2023	CHECK	115298	WHARTON CO CLERK	408.00CR	OUTSTND	A	0/00/0000
1000	6/16/2023	CHECK	115299	UNITED STATES POST OFFICE	262.56CR	OUTSTND	A	0/00/0000
1000	6/16/2023	CHECK	115300	ZIPPORAH BRYANT	500.00CR	OUTSTND	A	0/00/0000
1000	6/21/2023	CHECK	115301	TEXASGULF CREDIT UNION	1,476.00CR	OUTSTND	A	0/00/0000
1000	6/20/2023	CHECK	115302	DELORES SALAZAR	875.00CR	OUTSTND	A	0/00/0000
1000	6/20/2023	CHECK	115303	AMBRUS HIGHTOWER	762.50CR	OUTSTND	A	0/00/0000
1000	6/20/2023	CHECK	115304	FBI-LEEDA	795.00CR	OUTSTND	A	0/00/0000
1000	6/20/2023	CHECK	115305	FBI-LEEDA	795.00CR	OUTSTND	A	0/00/0000
1000	6/21/2023	CHECK	115306	BOB BAKER	1,350.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115307	ALAMO LUMBER COMPANY	47.99CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 6/01/2023 THRU 6/30/2023  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	6/26/2023	CHECK	115308	ANTHONY LU	45.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115309	AT & T	1,630.83CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115310	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115311	AUTOZONE, INC.	39.49CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115312	BOUND TREE MEDICAL, LLC	1,675.79CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115313	BSR PROPERTIES V, LLC	270,000.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115314	DAVID BUSH	64.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115315	CAPITAL ONE (WALMART)	381.51CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115316	CENTERPOINT ENERGY	333.98CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115317	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115318	CHARLESTON HAYES	200.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115319	CUMMINS SOUTHERN	3,497.35CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115320	DAVON RAMIREZ	50.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115321	DELORES FISHER	500.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115322	DEPARTMENT OF STATE HEALTH	183.26CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115323	DESURAE MATTHEWS	50.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115324	DSS DRIVING SAFETY SERVICES, L	100.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115325	EL CAMPO MEMORIAL HOSPITAL	1,051.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115326	PAULA FAVORS	1,998.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115327	FERGUSON ENTERPRISES, INC	10,466.32CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115328	FORECLOSURE CLEANING & MAINTEN	946.88CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115329	FRAZER LTD	226.04CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115330	GAROLYN EVANS	500.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115331	GFL ENVIRONMENTAL (WCA)	54,756.81CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115332	GRAINGER	53.20CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115333	GULF COAST PAPER CO	217.25CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115334	HDR ENGINEERING, INC.	1,264.01CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115335	HENRY SCHEIN, INC	33.36CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115336	HODGES WELDING SUPPLY	482.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115337	IMPACT PROMOTIONAL SERVICES, L	1,165.29CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115338	INSITUFORM	14,265.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115339	KANSAS GOLF AND TURF	1,177.67CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115340	KINLOCH EQUIPMENT & SUPPL	2,727.91CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115341	KRISTA RAINER	200.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115342	MES - TEXAS	1,784.70CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115343	NYCOLE T SKINNER	5.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115344	O'REILLY AUTOMOTIVE STORES, IN	670.02CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115345	ORKIN	513.98CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115346	JOSEPH R PACE	1,170.01CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115347	PEST ARREST LL (BUGABUG)	90.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115348	THE POLICE AND SHERIFFS PRESS,	17.60CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115349	QUILL CORPORATION	158.97CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115350	R&R PRINTING & GRAPHICS	145.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115351	RELIANT ENERGY	31,410.01CR	OUTSTND	A	0/00/0000

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

CHECK DATE: 6/01/2023 THRU 6/30/2023  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	6/26/2023	CHECK	115352	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115353	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115354	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115355	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115356	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115357	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115358	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115359	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115360	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115361	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115362	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115363	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115364	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115365	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115366	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115367	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115368	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115369	RICHMOND RD. TRUCK & AUTO PART	467.18CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115370	RICOH USA, INC.	1,763.96CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115371	ROBERSON A/C & REFRIGERAT	165.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115372	SCHMIDT IMPELEMENT INC.	394.17CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115373	SHARIE DAVIS	200.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115374	SHONDER DIXSON	200.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115375	SHOPPA'S FARM SUPPLY	1,785.51CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115376	SPARKLIGHT/ NEWWAVE	10.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115377	STAR PARTS INC	55.05CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115378	TEC-TRONIC SYSTEMS, INC	67.97CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115379	TEXAS COMMUNICATIONS OF BRYAN	340.07CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115380	TITAN AVIATION FUELS	22,196.61CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115381	TRACTOR SUPPLY CREDIT PLAN	309.97CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115382	UPS	54.97CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115383	HD SUPPLY, INC USA BLUE BOOK	960.47CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115384	VICTOR INSURANCE MANAGERS, INC	680.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115385	WHARTON CHEVY GMC	191.16CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115386	WHARTON CO CLERK	34.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115387	WHARTON COUNTY	16,950.25CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115388	WHARTON COUNTY SHERIFF'S OFFIC	267.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115389	WHARTON JOURNAL SPECTATOR	605.41CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115390	LARRY SITKA	135.00CR	OUTSTND	A	0/00/0000
1000	6/26/2023	CHECK	115391	HDR ENGINEERING, INC.	9,814.64CR	OUTSTND	A	0/00/0000
1000	6/30/2023	CHECK	115392	UNITED STATES POST OFFICE	1,189.43CR	OUTSTND	A	0/00/0000
1000	6/30/2023	CHECK	115393	PRUDENTIA, INC.	10,004.53CR	OUTSTND	A	0/00/0000
1000	6/30/2023	CHECK	115394	PAULA FAVORS	3,298.00CR	OUTSTND	A	0/00/0000



7/18/2023 3:33 PM  
 COMPANY: 61 - Consolidated Cash  
 ACCOUNT: 1000 Cash in Bank  
 TYPE: Check  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 7  
 CHECK DATE: 6/01/2023 THRU 6/30/2023  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
TOTALS FOR ACCOUNT 1000				CHECK	TOTAL: 690,164.59CR			
				DEPOSIT	TOTAL: 0.00			
				INTEREST	TOTAL: 0.00			
				MISCELLANEOUS	TOTAL: 0.00			
				SERVICE CHARGE	TOTAL: 0.00			
				EFT	TOTAL: 0.00			
				BANK-DRAFT	TOTAL: 0.00			
TOTALS FOR Consolidated Cash				CHECK	TOTAL: 690,164.59CR			
				DEPOSIT	TOTAL: 0.00			
				INTEREST	TOTAL: 0.00			
				MISCELLANEOUS	TOTAL: 0.00			
				SERVICE CHARGE	TOTAL: 0.00			
				EFT	TOTAL: 0.00			
				BANK-DRAFT	TOTAL: 0.00			

7/18/2023 3:34 PM  
 COMPANY: 61 - Consolidated Cash  
 ACCOUNT: 1000 Cash in Bank  
 TYPE: Check  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 1  
 CHECK DATE: 6/01/2023 THRU 6/30/2023  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 5,000.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	---AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	6/09/2023	CHECK	115161	AT&T GLOBAL SERVICES, INC.	6,785.16CR	OUTSTND	A	0/00/0000
*** 1000	6/09/2023	CHECK	115202	GFL ENVIRONMENTAL (WCA)	60,299.03CR	OUTSTND	A	0/00/0000
1000	6/09/2023	CHECK	115203	GOLD STAR PETROLEUM, INC.	14,649.45CR	OUTSTND	A	0/00/0000
*** 1000	6/09/2023	CHECK	115284	PAUL WEBB	5,627.46CR	OUTSTND	A	0/00/0000
*** 1000	6/26/2023	CHECK	115313	BSR PROPERTIES V, LLC	270,000.00CR	OUTSTND	A	0/00/0000 (A)
*** 1000	6/26/2023	CHECK	115327	FERGUSON ENTERPRISES, INC	10,466.32CR	OUTSTND	A	0/00/0000 Fire Hydrant
*** 1000	6/26/2023	CHECK	115331	GFL ENVIRONMENTAL (WCA)	54,756.81CR	OUTSTND	A	0/00/0000
*** 1000	6/26/2023	CHECK	115338	INSITUFORM	14,265.00CR	OUTSTND	A	0/00/0000 S East Ave Sanitca
*** 1000	6/26/2023	CHECK	115351	RELIANT ENERGY	31,410.01CR	OUTSTND	A	0/00/0000
*** 1000	6/26/2023	CHECK	115380	TITAN AVIATION FUELS	22,196.61CR	OUTSTND	A	0/00/0000
*** 1000	6/26/2023	CHECK	115387	WHARTON COUNTY	16,950.25CR	OUTSTND	A	0/00/0000 (B)
*** 1000	6/26/2023	CHECK	115391	HDR ENGINEERING, INC.	9,814.64CR	OUTSTND	A	0/00/0000
*** 1000	6/30/2023	CHECK	115393	PRUDENTIA, INC.	10,004.53CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	527,225.27CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			
TOTALS FOR Consolidated Cash				CHECK TOTAL:	527,225.27CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

(A) LaDelle Developer Reimbursement

(B) InterLocal Agreement Material Reimbursement for CR 140

**CITY OF WHARTON  
PROSPERITY  
BANK BALANCES**

<b>Account</b>	<b>06/30/23</b>
General	\$737,285.12
PEG	\$17,897.17
Hotel/Motel	\$3,119.59
Municipal Technology	\$9,191.66
Seizure	\$11,785.09
Fire Special Revenue	\$396.26
Municipal Building	\$12,333.84
Debt	\$257,244.94
CDBG	\$4,927.03
2017 Tax Notes	\$325,016.08
2011 Tax & Rev Bond	\$183,409.42
2013 Bond	\$8,179.88
Capital Improvement	\$276,853.70
QECB	\$814,587.02
2015 Bond	\$142,794.27
USDA Water Well	\$15,935.60
2019 Tax Notes	\$51,609.75
2019 Bond	\$568,985.89
Tax Notes Series 2020	\$1,200,855.34
FM 1301 Project	\$210,914.46
Utility Relocation SIB	\$4,202,510.29
Water/Sewer	\$754,304.37
Solid Waste	\$70,539.71
EMS	\$117,678.57
Civic Center	\$10,976.30
Airport	\$72,213.89
Consolidated Cash	\$224,415.41
Payroll	\$20,310.85
Credit Card Clearing	\$6,687.50
Railroad Depot	\$835.76
Hurricane Harvey Infrastructure	\$929.57
	<b><u>\$10,334,724.33</u></b>

Monthly average yield for June 2023 was .250%

**Prosperity Bank Credit Card**  
**Closing date 06/30/2023**

<b>Alfio Arcidiacono</b>	<b>\$134.73</b>
<b>Joan Andel</b>	<b>\$568.10</b>
<b>Gwyn Teves</b>	<b>\$1,043.99</b>
<b>Joseph Pace</b>	<b>\$645.67</b>
<b>Paula Favors</b>	<b>\$1,535.65</b>
<b>Terry Lynch</b>	<b>\$1,410.44</b>

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

TEXPOOL INVESTMENTS  
SUMMARY OF ACCOUNTS  
FOR THE MONTH ENDING JUNE 2023

ACCOUNT	BEGINNING BALANCE 06/01/23	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 06/30/23
General Fund	3,658,866.70	-	(500,000.00)	14,990.98	3,173,857.68
Hotel/Motel Fund	105.09	-	0.00	0.30	105.39
Municipal Court Technology	282.26	-	0.00	1.20	283.46
Seizure Fund	3,812.02	-	0.00	15.90	3,827.92
Municipal Court Building Security	55,725.47	-	0.00	231.49	55,956.96
Debt Service	2,898.13	-	0.00	12.00	2,910.13
2011 Tax & Revenue Bond	5,061.78	-	0.00	21.01	5,082.79
2019 Tax Anticipation Notes	614.70	-	0.00	2.57	617.27
2019 Bond	831,297.53	-	0.00	3,453.40	834,750.93
Utility Relocation SIB	1,034,151.46	-	0.00	4,296.12	1,038,447.58
Water & Sewer Fund	2,047,492.08	-	0.00	8,505.70	2,055,997.78
Solid Water Fund	504.19	-	0.00	2.10	506.29
EMS Fund	2,000,314.88	-	0.00	8,309.71	2,008,624.59
Civic Center Fund	485.25	-	0.00	2.10	487.35
Airport Fund	95,857.21	-	0.00	398.20	96,255.41
<b>TOTAL TEXPOOL INVESTMENTS</b>	<b>\$9,737,468.75</b>	<b>\$0.00</b>	<b>(\$500,000.00)</b>	<b>\$40,242.78</b>	<b>\$9,277,711.53</b>

The monthly average yield for June was 5.05%

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

  
Joseph R. Face., City Manager

  
Joan Andel, Finance Director

**CITY OF WHARTON**

**SELECTED FINANCIAL INFORMATION**

July 2023

<b>AD VOLAREM TAXES - CURRENT TAXES</b>	<b>Actual YTD FY 2021-22</b>	<b>Actual YTD FY 2022-2023</b>	<b>% Change</b>
Assessed Value	598,254,016	664,840,640	11.13%
Exemptions	(11,884,280)	(12,646,607)	6.41%
Net Taxable Value Before Freeze	586,369,736	652,194,033	11.23%
Less: Total Freeze Taxable	(87,310,619)	(98,508,729)	N/A
Freeze Adjusted Taxable	499,059,117	553,685,304	10.95%
Tax Rate per \$100 Value	0.41917	0.41761	-0.37%
Tax Levy Before Freeze Ceiling	2,091,906	2,312,245	10.53%
Plus: Freeze Ceiling	272,141	289,292	N/A
Tax Levy	2,364,047	2,601,537	10.05%
Estimated Delinquency	(70,921)	(78,046)	10.05%
Estimated Tax Revenue	2,293,126	2,523,491	10.05%
Actual Collections to Date-Current	2,265,892	2,482,244	9.55%
Variance Over (Under) from Estimated Collections	(27,234)	(41,247)	

**ANALYSIS OF SALES TAX**

	<b>FY 2021-2022 Actual</b>			<b>FY 2022-2023 Actual</b>			<b>FY 2023</b>	<b>Comparisons</b>			
	City	WEDCO	Total	City	WEDCO	Total	<b>Net</b>	<b>2021-22 to 2022-23</b>		<b>2022-23 to Budget</b>	
							<b>Budget</b>	<b>\$ Dif</b>	<b>% Dif</b>	<b>\$ Dif</b>	<b>% Dif</b>
October	129,433	64,717	194,150	151,031	75,516	226,547	114,966	21,598	16.69%	36,065	31.37%
November	145,513	72,757	218,270	155,562	77,781	233,344	130,885	10,049	6.91%	24,677	18.85%
December	189,606	94,803	284,409	199,559	99,779	299,338	174,537	9,953	5.25%	25,022	14.34%
January	124,993	62,497	187,490	141,640	70,820	212,460	110,571	16,647	13.32%	31,070	28.10%
February	124,026	62,013	186,039	174,300	87,150	261,450	109,613	50,273	40.53%	64,686	59.01%
March	162,437	81,219	243,656	196,365	98,182	294,547	147,640	33,928	20.89%	48,725	33.00%
April	144,558	72,279	216,837	133,381	66,690	200,071	129,940	(11,178)	-7.73%	3,441	2.65%
May	151,204	75,602	226,806	162,927	81,464	244,391	136,519	11,723	7.75%	26,408	19.34%
June	168,733	84,367	253,100	0	0	-	153,873				
July	159,433	79,717	239,150	0	0		144,666				
August	149,620	74,810	224,430	0	0		134,951				
September	184,240	92,120	276,360	0	0		169,225				
<b>Total</b>	<b>1,833,798</b>	<b>916,899</b>	<b>2,750,697</b>	<b>1,314,766</b>	<b>657,383</b>	<b>1,972,148</b>	<b>1,657,389</b>	<b>142,995</b>	<b>12.20%</b>	<b>260,093</b>	<b>24.66%</b>



# Monthly Newsletter: July 2023

## ANNOUNCEMENTS

We welcome the following entities who joined TexPool in June 2023:

- TexPool**  
Graford Independent School District
- TexPool Prime**  
Graford Independent School District

### Upcoming Events

- July 9, 2023 - July 11, 2023  
**Texas Association of State Senior College and University Business Officers (TASSCUBO) Summer Conference**  
Arlington, TX
- August 30, 2023 - September 1, 2023  
**Texas Association of Counties (TAC) Legislative Conference**  
Austin, TX
- September 18, 2023 - September 21, 2023  
**75th Annual County Treasurers' Association of Texas Conference**  
McAllen, TX

### TexPool Advisory Board Members

- |                    |                 |
|--------------------|-----------------|
| Patrick Krishock   | David Landeros  |
| Belinda Weaver     | Sharon Matthews |
| Deborah Laudermilk | David Garcia    |
| Valarie Van Vlack  | Dina Edgar      |
- Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar  
Operated under the supervision of the Texas Treasury Safekeeping Trust Company

## Economic and Market Commentary: Falling in line

July 1, 2023

The Federal Reserve touts its diverse set of tools for crafting monetary policy, but since March 2022 it has mostly used the hammer. After 10 straight swings at the economy in the form of rate hikes, in June it dropped it back into the toolbox by not raising the fed funds target range. Instead, the Fed updated its blueprint for the tightening cycle, the Summary of Economic Projections (SEP), to suggest more hikes to come.

This was a shrewd move. Policymakers not only bought time to assess the economic impact of those 500 basis points of hikes and the effect of the debt ceiling debacle, but also they reset market expectations. The latter is crucial. Even though the Fed hiked in March and continued to talk tough about inflation, investors didn't buy it. In April and May, they forecast rate cuts in the second half of this year. It didn't make much sense to us, but it distorted the shape of the Treasury yield curve. Longer-dated government securities weren't paying enough, compelling cash managers to stay short.

In the new SEP "dot plot," Fed policymakers forecast the median fed funds rate to climb to 5.6% by year-end. That would require at least two more 25 basis-point hikes—an expectation shared by 12 of 18 voters—with one likely to come at July's meeting. The markets finally

*(continued page 6)*

### Performance as of June 30, 2023

	TexPool	TexPool Prime
Current Invested Balance	\$29,764,881,250	\$11,830,355,028
Weighted Average Maturity**	26 Days	34 Days
Weighted Average Life**	93 Days	79 Days
Net Asset Value	0.99982	0.99982
Total Number of Participants	2,789	502
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$126,737,480.90	\$52,990,891.38
Management Fee Collected	\$932,328.97	\$482,396.50
Standard & Poor's Current Rating	AAAm	AAAm

### Month Averages

Average Invested Balance	\$30,513,105,799	\$12,157,474,195
Average Monthly Rate*	5.05%	5.30%
Average Weighted Average Maturity**	23	31
Average Weighted Average Life**	90	77

\*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

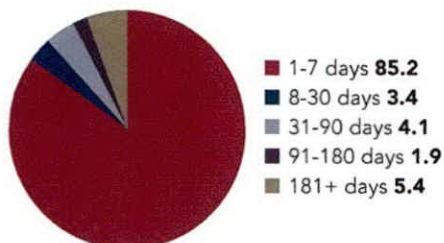
\*\*See page 2 for definitions.

Past performance is no guarantee of future results.



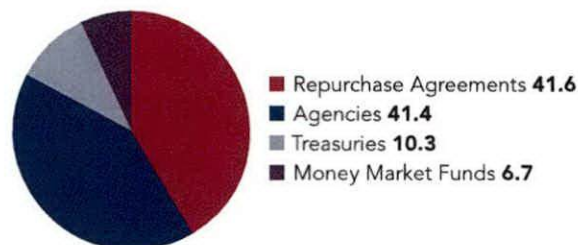
## Portfolio by Maturity (%)

As of June 30, 2023



## Portfolio by Type of Investment (%)

As of June 30, 2023



### Portfolio Asset Summary as of June 30, 2023

	Book Value	Market Value
Uninvested Balance	\$110.49	\$110.49
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	112,059,930.98	112,059,930.98
Interest and Management Fees Payable	-126,737,524.92	-126,737,524.92
Payable for Investments Purchased	-674,614,426.64	-674,614,426.64
Accrued Expenses & Taxes	-30,161.51	-30,161.51
Repurchase Agreements	12,665,055,000.00	12,665,055,000.00
Mutual Fund Investments	2,025,074,000.00	2,025,085,200.00
Government Securities <sup>§</sup>	14,981,831,730.77	14,975,702,130.47
US Treasury Bills	1,986,391,085.54	1,986,829,901.45
US Treasury Notes	1,160,039,303.25	1,160,990,797.45
<b>Total</b>	<b>\$32,129,069,047.96</b>	<b>\$32,124,340,957.77</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

### Participant Summary

	Number of Participants	Balance
School District	615	\$8,797,166,285.21
Higher Education	60	\$1,382,525,582.73
County	197	\$3,885,147,067.45
Healthcare	92	\$1,715,796,037.00
Utility District	914	\$4,836,483,651.41
City	493	\$7,541,225,825.45
Emergency Districts	102	\$415,163,454.61
Economic Development Districts	89	\$189,063,314.18
Other	227	\$1,002,357,976.35

#### \*\*Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.





**Daily Summary**

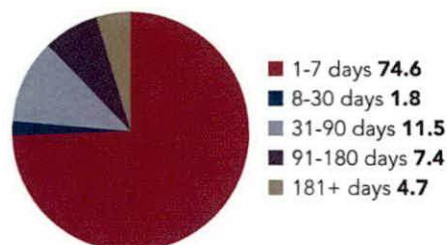
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
6/1	5.0474%	0.000138285	\$31,246,228,302.66	0.99985	22	93
6/2	5.0463%	0.000138254	\$31,119,351,808.68	0.99985	23	93
6/3	5.0463%	0.000138254	\$31,119,351,808.68	0.99985	23	93
6/4	5.0463%	0.000138254	\$31,119,351,808.68	0.99985	23	93
6/5	5.0438%	0.000138186	\$31,042,421,518.02	0.99987	21	91
6/6	5.0376%	0.000138016	\$30,959,299,767.54	0.99985	21	91
6/7	5.0328%	0.000137885	\$30,876,468,903.48	0.99985	21	90
6/8	5.0423%	0.000138146	\$30,746,094,843.24	0.99986	21	90
6/9	5.0413%	0.000138119	\$30,816,486,570.62	0.99986	22	90
6/10	5.0413%	0.000138119	\$30,816,486,570.62	0.99986	22	90
6/11	5.0413%	0.000138119	\$30,816,486,570.62	0.99986	22	90
6/12	5.0432%	0.000138169	\$30,617,947,863.94	0.99984	21	89
6/13	5.0435%	0.000138178	\$30,512,080,847.95	0.99984	22	89
6/14	5.0435%	0.000138177	\$30,374,217,771.02	0.99983	21	89
6/15	5.0547%	0.000138486	\$30,299,068,694.29	0.99985	22	89
6/16	5.0584%	0.000138587	\$30,329,295,475.02	0.99986	24	90
6/17	5.0584%	0.000138587	\$30,329,295,475.02	0.99986	24	90
6/18	5.0584%	0.000138587	\$30,329,295,475.02	0.99986	24	90
6/19	5.0584%	0.000138587	\$30,329,295,475.02	0.99986	24	90
6/20	5.0558%	0.000138515	\$30,270,528,261.47	0.99984	21	87
6/21	5.0559%	0.000138518	\$30,017,191,814.52	0.99984	22	87
6/22	5.0557%	0.000138512	\$29,939,118,556.72	0.99983	21	88
6/23	5.0686%	0.000138865	\$30,225,768,074.53	0.99985	23	86
6/24	5.0686%	0.000138865	\$30,225,768,074.53	0.99985	23	86
6/25	5.0686%	0.000138865	\$30,225,768,074.53	0.99985	23	86
6/26	5.0704%	0.000138915	\$30,123,167,260.01	0.99983	22	85
6/27	5.0655%	0.000138780	\$30,337,575,284.15	0.99983	23	87
6/28	5.0670%	0.000138823	\$30,311,460,038.67	0.99983	24	89
6/29	5.0762%	0.000139075	\$30,153,421,739.13	0.99979	24	91
6/30	5.0909%	0.000139478	\$29,764,881,249.55	0.99982	26	93
<b>Average:</b>	<b>5.0543%</b>	<b>0.000138474</b>	<b>\$30,513,105,799.26</b>	<b>0.99985</b>	<b>23</b>	<b>90</b>



## TEXPOOL Prime

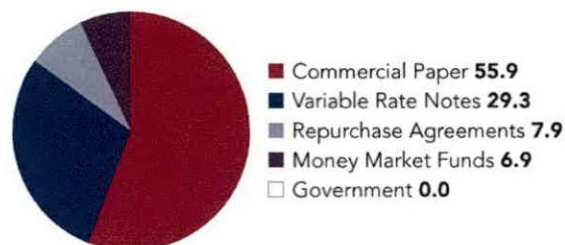
### Portfolio by Maturity (%)

As of June 30, 2023



### Portfolio by Type of Investment (%)

As of June 30, 2023



### Portfolio Asset Summary as of June 30, 2023

	Book Value	Market Value
Uninvested Balance	-\$378.83	-\$378.83
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	27,590,713.15	27,590,713.15
Interest and Management Fees Payable	-52,991,014.23	-52,991,014.23
Payable for Investments Purchased	-47,142,083.33	-47,142,083.33
Accrued Expenses & Taxes	-15,579.28	-15,579.28
Repurchase Agreements	941,184,000.00	941,184,000.00
Commercial Paper	6,798,575,887.43	6,795,995,416.54
Mutual Fund Investments	830,153,483.22	829,777,066.44
Government Securities	0.00	0.00
Variable Rate Notes	3,333,000,000.00	3,333,784,862.87
<b>Total</b>	<b>\$11,830,355,028.13</b>	<b>\$11,828,183,003.33</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

### Participant Summary

	Number of Participants	Balance
School District	143	\$4,024,562,938.11
Higher Education	19	\$517,639,637.06
County	50	\$1,047,725,170.22
Healthcare	20	\$466,037,166.08
Utility District	55	\$461,939,021.21
City	98	\$2,421,663,047.83
Emergency Districts	23	\$66,113,675.47
Economic Development Districts	19	\$30,042,128.71
Other	75	\$2,794,506,356.41



## TEXPOOL Prime

### Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
6/1	5.2855%	0.000144809	\$12,065,455,445.30	0.99987	26	79
6/2	5.2840%	0.000144766	\$12,211,847,017.53	0.99975	27	78
6/3	5.2840%	0.000144766	\$12,211,847,017.53	0.99975	27	78
6/4	5.2840%	0.000144766	\$12,211,847,017.53	0.99975	27	78
6/5	5.2810%	0.000144686	\$12,221,570,044.99	0.99984	25	75
6/6	5.2731%	0.000144469	\$12,373,471,550.07	0.99987	24	74
6/7	5.2714%	0.000144422	\$12,368,205,809.21	0.99986	24	73
6/8	5.2731%	0.000144468	\$12,365,745,756.56	0.99985	25	73
6/9	5.2843%	0.000144774	\$12,296,303,518.36	0.99972	29	77
6/10	5.2843%	0.000144774	\$12,296,303,518.36	0.99972	29	77
6/11	5.2843%	0.000144774	\$12,296,303,518.36	0.99972	29	77
6/12	5.3003%	0.000145213	\$12,198,080,416.58	0.99986	29	77
6/13	5.3059%	0.000145368	\$12,240,114,286.52	0.99989	32	79
6/14	5.3055%	0.000145356	\$12,244,979,982.97	0.99988	32	79
6/15	5.3121%	0.000145538	\$12,243,933,774.90	0.99986	34	80
6/16	5.3187%	0.000145718	\$12,207,301,631.74	0.99965	35	80
6/17	5.3187%	0.000145718	\$12,207,301,631.74	0.99965	35	80
6/18	5.3187%	0.000145718	\$12,207,301,631.74	0.99965	35	80
6/19	5.3187%	0.000145718	\$12,207,301,631.74	0.99965	35	80
6/20	5.3196%	0.000145742	\$12,170,169,865.82	0.99987	32	78
6/21	5.3167%	0.000145663	\$12,138,048,682.39	0.99987	32	77
6/22	5.3172%	0.000145677	\$11,997,333,258.96	0.99987	33	78
6/23	5.3190%	0.000145727	\$11,975,105,347.55	0.99972	34	78
6/24	5.3190%	0.000145727	\$11,975,105,347.55	0.99972	34	78
6/25	5.3190%	0.000145727	\$11,975,105,347.55	0.99972	34	78
6/26	5.3172%	0.000145678	\$12,064,307,475.46	0.99989	32	75
6/27	5.3196%	0.000145743	\$12,056,028,073.51	0.99989	32	75
6/28	5.3224%	0.000145818	\$11,965,424,160.91	0.99989	32	75
6/29	5.3214%	0.000145792	\$11,902,028,050.16	0.99982	32	78
6/30	5.3365%	0.000146205	\$11,830,355,028.13	0.99982	34	79
<b>Average:</b>	<b>5.3038%</b>	<b>0.000145311</b>	<b>\$12,157,474,194.66</b>	<b>0.99980</b>	<b>31</b>	<b>77</b>



Participant Services  
1001 Texas Ave. Suite 1150  
Houston, TX 77002

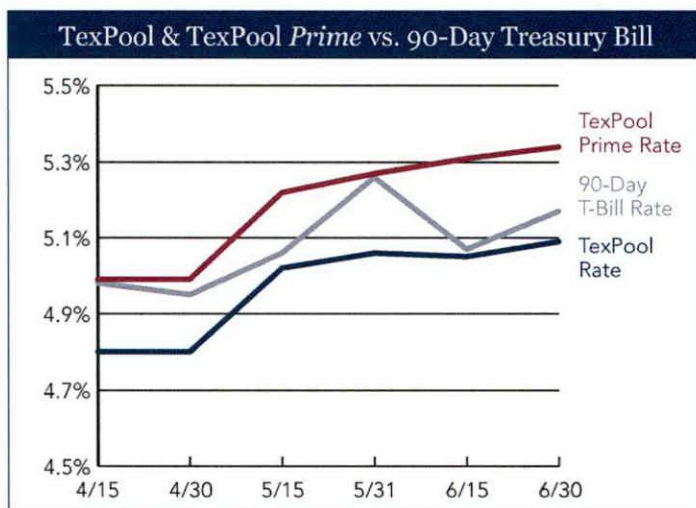
relented. The short end of the curve is returning to normality, with 6-month Treasuries yielding more than 1- or 3-month. Contributing to the normalization is the Treasury Department's flood of issuance to refill its tank after running on fumes. And lest you think the dive that the headline Personal Consumption Expenditures Index (PCE) took in May (plunging from 4.3% in April to 3.8%) will persuade policymakers to cut, core PCE (which strips out volatile energy and food prices and has more credence with the Fed) barely budged, just slipping from 4.7% to 4.6%.

The broad market of non-Treasury/agency instruments, such as commercial and bank paper, largely brushed off the potential for government default, and yields have been strong.

#### Libor no more

The biggest news of all this month could be that the dollar-dominated London interbank offered rate (LIBOR) officially ended and no one cared. As of June 30, the Intercontinental Exchange Benchmark Administration will no longer publish it. This benchmark was a stalwart of setting short-term interest rates between major global banks for decades, until it was revealed it had been manipulated during the Global Financial Crisis. In the U.S., the approved benchmark rate is the Secured Overnight Financing Rate (SOFR).

At the end of the month, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 5.14%, 5.32%, 5.45% and 5.42%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates



*90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.*

*Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.*

*Past performance is no guarantee of future results.*

(BSBY) were 5.21%, 5.47%, 5.67% and 5.93%, respectively; the 1-, 3-, 6- and 12-month London interbank offered rates were 5.26%, 5.53%, 5.81% and 6.04%, respectively.

**Wharton County Tax Office**

Run Date: 7/3/2023 9:58:25AM

Distribution Summary 2 Report

Page 6 of 23

Start Date from 06/01/2023 to 06/30/2023 and Tax Unit Numbers = (multiple)

**CWH - CITY OF WHARTON**

Current Levy M&O	3,803.49	Delinquent Levy M&O	779.51
Current Penalty M&O	325.18	Delinquent Penalty M&O	95.87
Current Interest M&O	165.12	Delinquent Interest M&O	613.24
Current Other M&O	0.00	Delinquent Other M&O	0.00
Cur Rendition Penalty M&O	1.13	Delq Rendition Penalty M&O	18.37
Cur Rendition Fraud M&O	0.00	Delq Rendition Fraud M&O	0.00
<b>Total Current M&amp;O</b>	<b>4,284.92</b>	<b>Total Delinquent M&amp;O</b>	<b>1,506.99</b>
Current Levy I&S	12,505.88	Delinquent Levy I&S	2,194.22
Current Penalty I&S	1,068.65	Delinquent Penalty I&S	263.27
Current Interest I&S	509.95	Delinquent Interest I&S	893.96
Current Other I&S	0.00	Delinquent Other I&S	0.00
Cur Rendition Penalty I&S	0.00	Delq Rendition Penalty I&S	0.00
Cur Rendition Fraud I&S	0.00	Delq Rendition Fraud I&S	0.00
<b>Total Current I&amp;S</b>	<b>14,084.48</b>	<b>Total Delinquent I&amp;S</b>	<b>3,351.45</b>

Current Levy	16,309.37	Delinquent Levy	2,973.73
Current Penalty	1,393.83	Delinquent Penalty	359.14
Current Interest	685.07	Delinquent Interest	1,507.20
Current Other	0.00	Delinquent Other	0.00
Cur Rendition Penalty	1.13	Delq Rendition Penalty	18.37
Cur Rendition Fraud	0.00	Delq Rendition Fraud	0.00
<b>Total Current</b>	<b>18,369.40</b>	<b>Total Delinquent</b>	<b>4,858.44</b>

<b>Grand Total M&amp;O</b>	<b>5,791.91</b>
<b>Grand Total I&amp;S</b>	<b>17,435.93</b>
<b>Grand Total S1</b>	<b>0.00</b>
<b>Total Due to Jurisdiction</b>	<b>23,227.84</b>
<b>Total Due to Delq Tax Atty</b>	<b>1,267.38</b>
<b>Total Due to CAD</b>	<b>1.03</b>

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


## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Request from Mr. Charlie Nays for a replat of William Kincheloe, Block 63, Lots 116, 116A, 117A for development.
---------------	-----------	--------------	--

Attached you will find the request from Mr. Charlie Nays for a replat of William Kincheloe, Block 63, Lots 116, 116A, 117A for development.

The Planning Commission met on Monday, July 17, 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, July 20, 2023
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 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, July 17, 2023

---

The following item was discussed during the Monday, July 17, 2023, meeting:

1. Request from Mr. Charlie Nays for replat of William Kincheloe, Block 63, Lots 116, 116A, 117A for development.

The Planning Commission is recommending approval of the above item and is referring it to City Council for a final determination.

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

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

**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.

NAYS Charlie  
Name (Printed)  
34 N Shippard St / 18467 & 18471  
Physical Address

8-12-21  
Date  
4513 WOODWAY AVE  
Mailing Address

Legal Address

Phone

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

**SIGNATURE OF APPLICANT:**

Charlie Nays  
Signature

8-12-21  
Date

Planning commission Meeting: 7.17.23 430p  
City Council Meeting: 7.24.23 7pm

**ADJACENT PROPERTY OWNER(S):**

Name

Phone

Legal Address

Physical Address

Name

Phone

Legal Address

Physical Address

Name

Phone

Legal Address

Physical Address

**APPROVAL:**

Frank Teves  
Planning Department

7.12.23  
Date

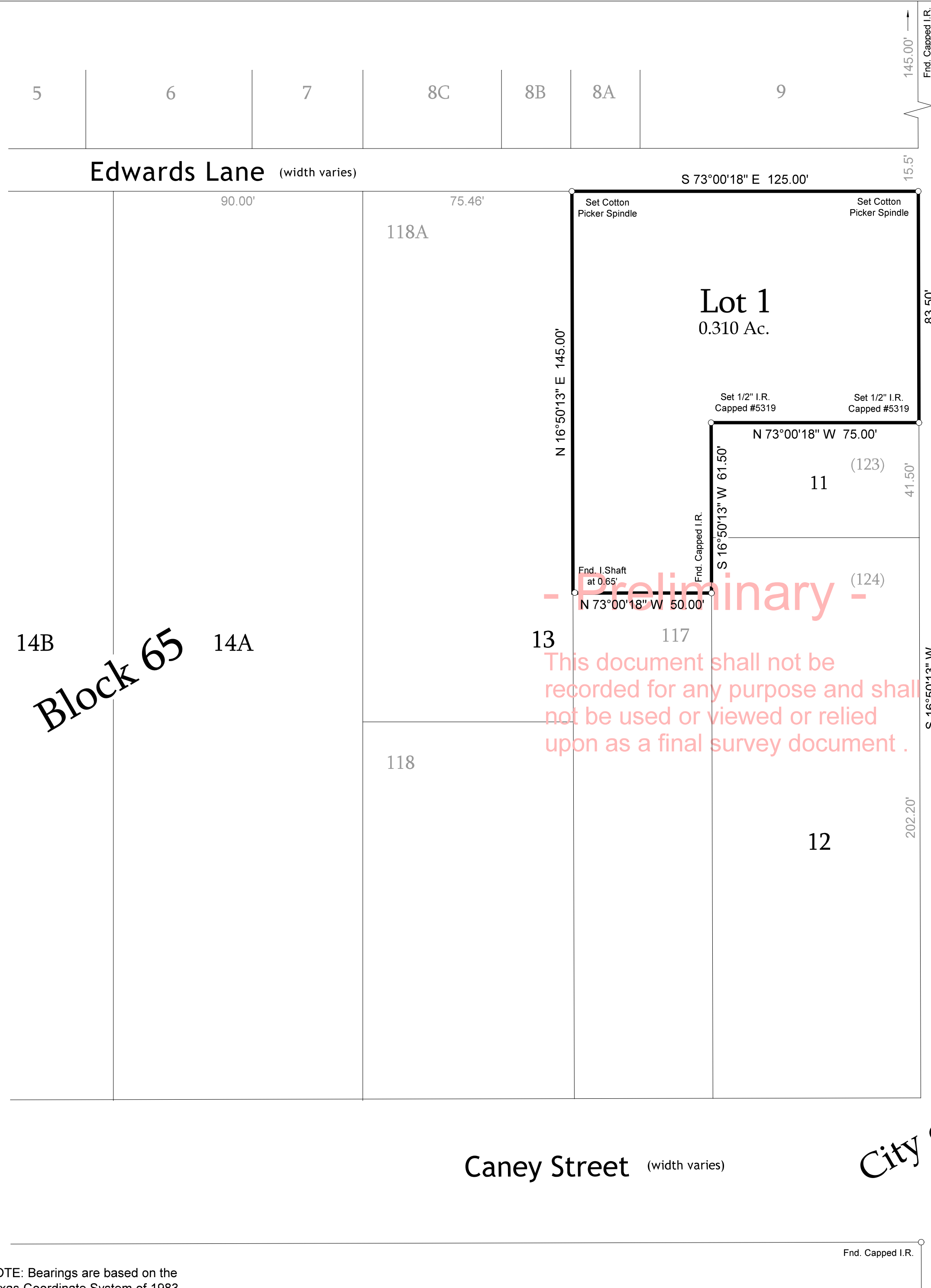
Michael Wootton  
Chairman of the Planning Commission

07/17/2023  
Date

Mayor

Date





Sheppard Street (width varies)

City of Wharton  
163/3 et seq, D.R.

NOTE: Bearings are based on the Texas Coordinate System of 1983, Texas South-Central Zone.

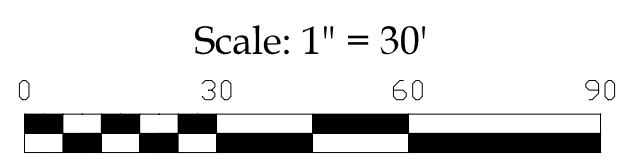
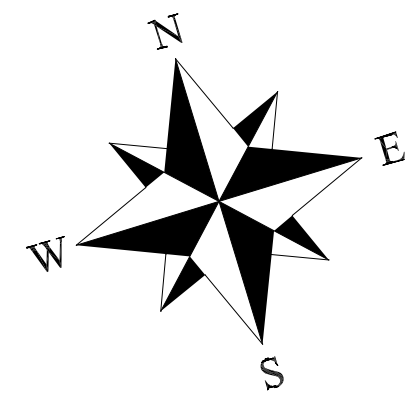
NOTE: Building Lines set by City Council and/or City Ordinance.

The subject tract is wholly within the city limits of the City of Wharton, Wharton County, Texas.

- Note:
- This property is subject to any conflicting rights, claims or other matters which may exist or arise by virtue of any discrepancy between the fences, improvements and actual property lines as shown on the survey plat.
  - This property is subject to the rights of the public to any area located within a public roadway, street or alley.
  - This may not be a complete inventory of fences.
  - This property is subject to any and all covenants, restrictions, easements, conditions and ordinances which may be applicable.
  - Title: No title commitment was provided to Surveyor. No attempt was made by Surveyor to independently research or locate easements that may or may not affect Subject Tract.
  - Property owners must call the pipeline's owner or an official notification center for a precise physical location of all pipelines.

- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document .



Flood Hazard Boundary Information:  
As of this date (July, 2023), "Nays Subdivision" is located, by scaled map location and graphic plotting only, in Flood Hazard Boundary Zone "X" and Shaded Zone "X". Map No. 48481C0355 F, dated DECEMBER 21, 2017. Property IS NOT in the area subject to inundation by the 1% annual chance flood event, a.k.a. the 100 Year Flood Plain. Property IS in the area subject to inundation by the 0.2% annual chance flood event, a.k.a. the 100 Year Flood Plain, as designated on FEMA's National Flood Insurance Program Flood Insurance Rate Map. The National Flood Insurance Program FIRM is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources, or all planimetric features outside Special Flood Hazard Areas. This flood statement does not imply that the property and/or structures located thereon will be free from flooding or flood damage. The flood hazard area is subject to change as detailed studies occur and/or watershed or channel conditions change. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

Known all men by these presents:

That we, Charlie Nays and Marvanett Nays, do hereby make a Plat of said property according to the lines, streets, drives, lots, common areas, building lines and easements therein shown, and designate said property as the "Nays Subdivision" in the City of Wharton, Wharton County, Texas, and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Charlie Nays, Owner

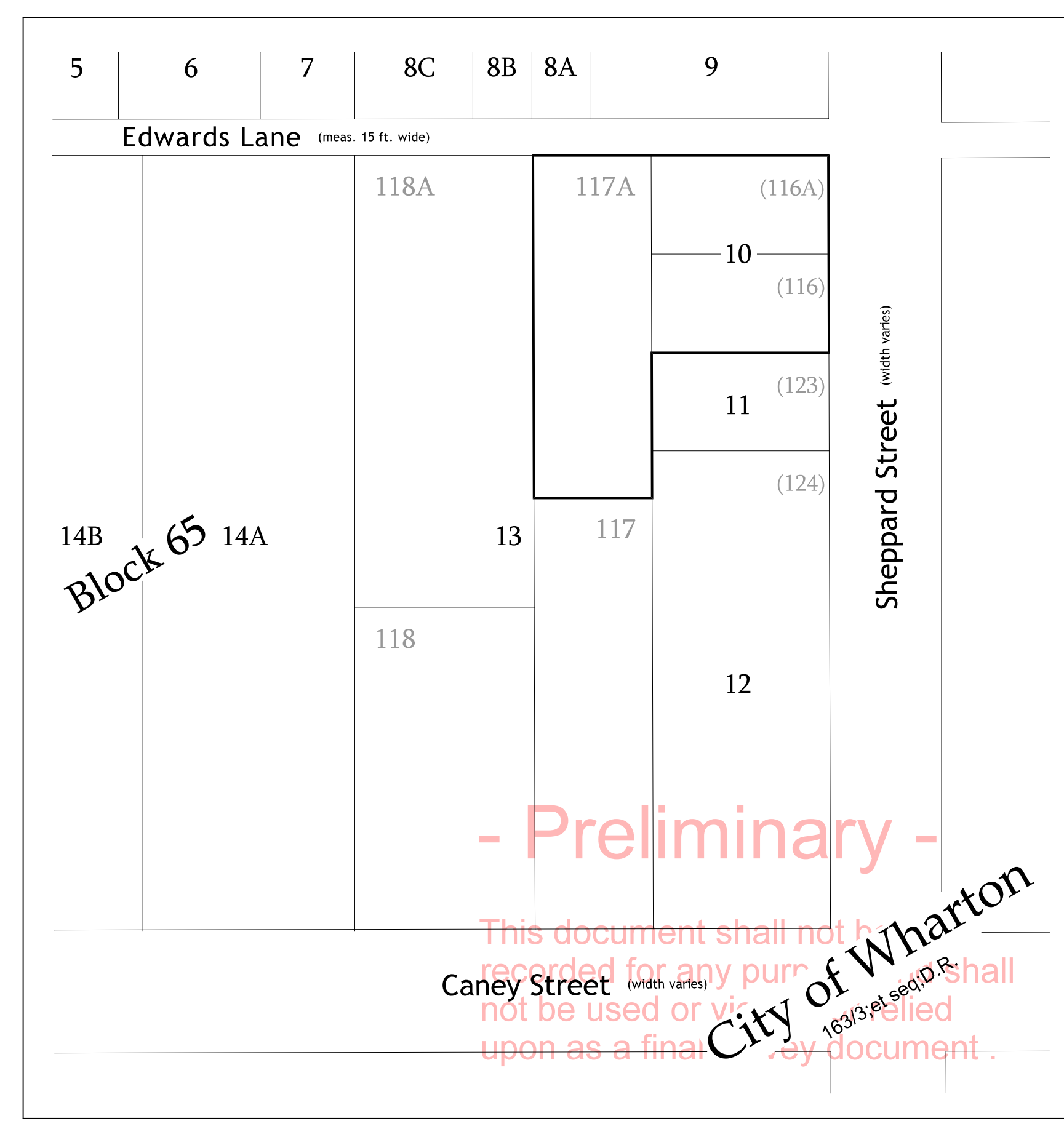
\_\_\_\_\_  
Marvanett Nays, Owner

THE STATE OF TEXAS  
COUNTY OF WHARTON

Before me, the undersigned authority, on this day personally appeared Charlie Nays and Marvanett Nays, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledgement to me that they executed the same for the purposes and considerations therein expressed .

Witness my hand and seal of office  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_  
Notary Public in and for the State of Texas



Sheppard Street (width varies)

Property before Development  
Scale: 1" = 60'

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

This plat is hereby approved by the Planning Commission of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature:

\_\_\_\_\_  
Chairman, Planning Commission

\_\_\_\_\_  
Secretary, Planning Commission

Approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

This plat is hereby approved by the City Council of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE STATE OF TEXAS  
COUNTY OF WHARTON

I, Barbara Svatek, County Clerk in and for Wharton County, Texas, hereby certify that the foregoing instrument was filed for recordation in my office on

this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

at \_\_\_\_\_ O'clock \_\_\_\_\_ M. in Slide Number \_\_\_\_\_ of \_\_\_\_\_

the Plat Cabinet Records III, Wharton County, Texas.

Witness my hand and seal of office, at Wharton, Wharton County, Texas, the day and date last above written.

\_\_\_\_\_  
County Clerk, Wharton County, Texas

By \_\_\_\_\_  
Deputy



Vicinity Map  
No Scale

I, Robert W. Kolarny, am authorized under the laws of the State of Texas to practice the Profession of Land Surveying and hereby certify that the above plat is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron monuments.

Dated: July 10, 2023

\_\_\_\_\_  
Robert W. Kolarny  
Registered Professional Land Surveyor No. 5319  
Ph. (979) 532-8056

Preliminary Plat  
of the  
**Nays Subdivision**  
of a 0.310 Ac. Tract of land, being all of  
Lot Ten (10) and a Portion of Lot Thirteen (13),  
Block 65, of the City of Wharton, in the  
William Kincheloe League, Abstract No. 38,  
Wharton County, TX

1 Lot 0 Reserves 1 Block	07/11/2023
Developer: Charlie Nays Marvanett Nays 4513 Woodway One Rosenberg, TX 77471 832-277-7410 FILE: Nays Subdivision.dwg PROJECT: WWhartonCity/HarrisonAddn CRD: Harris_CRD BY: PV Arriga	
140 S. HOUSTON STREET   WHARTON TEXAS 77488   979.532.8056 - Registered Professional Land Surveyors - OFFICE (979) 532-8056 - kolarny.survey@gmail.com	

**Map Search**


Address ▼ 123 Generic Street 🔍

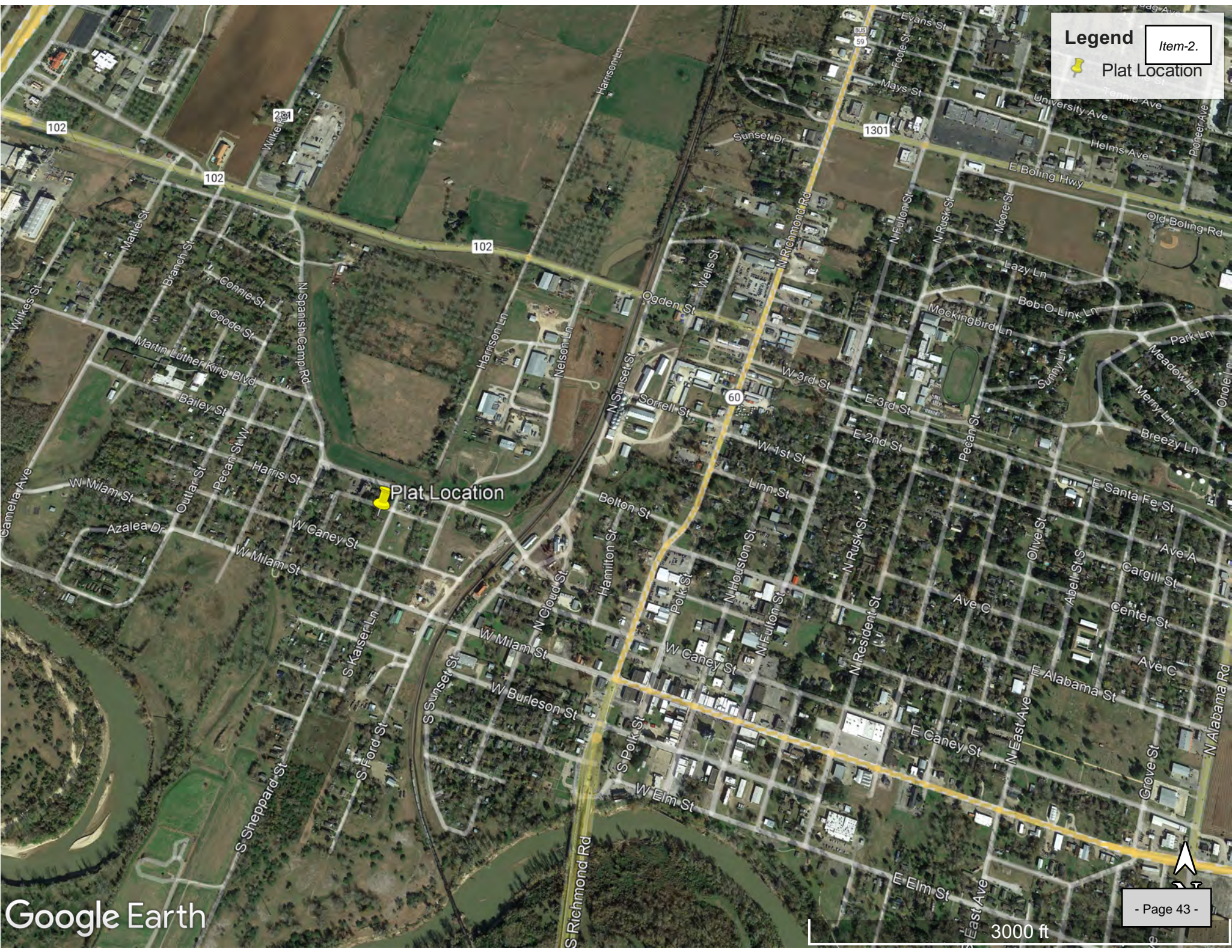
Bing Map Aerial 🏠 📍 Item-2.

© 2023 Microsoft Corporation  
 © 2023 Maxar  
 ©CNES (2023) Distribution Airbus DS  
 © 2023 TomTom  
[Terms of Use](#)

Powered By: **<TRUE PRODIGY>**

**Legend**


	Item-2.
	Plat Location



3000 ft

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

# CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Request from Mr. Geoffrey Brady for replat of Briargrove, Section 4, Block 1 for development.
<p>Attached you will find the request from Mr. Geoffrey Brady for replat of Briargrove, Section 4, Block 1 for development.</p> <p>The Planning Commission met on Monday, July 17, 2023, and voted to recommend this item to the City Council for consideration.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 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, July 17, 2023

---

The following item was discussed during the Monday, July 17, 2023, meeting:

1. Request from Mr. Geoffrey Brady for replat of Briargrove, Section 4, Block 1 for development.

The Planning Commission is recommending approval of the above item and is referring it to City Council for a final determination.

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

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

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.

GEORGEY AND CHARO BRADY 7/10/23  
Name (Printed) Date  
500 MACARTHUR CAFE, KNOXVILLE, TN 37934 SAME  
Physical Address Mailing Address  
Legal Address 710-889-6105  
Phone

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

SIGNATURE OF APPLICANT:

Georgey Brady 7/10/23  
Signature Date

Planning commission Meeting: 07/17/2023  
City Council Meeting: 07/24/2023

ADJACENT PROPERTY OWNER(S):

1) SEGREST PROPERTIES #2 LLC (3651848)  
Name Phone  
2313 N. RICHMOND RD,  
Legal Address Physical Address

2) KOSTKA EDWIN W JR (3665125)  
Name Phone  
1720 E. MILAM WHARTON, TX 77488  
Legal Address Physical Address

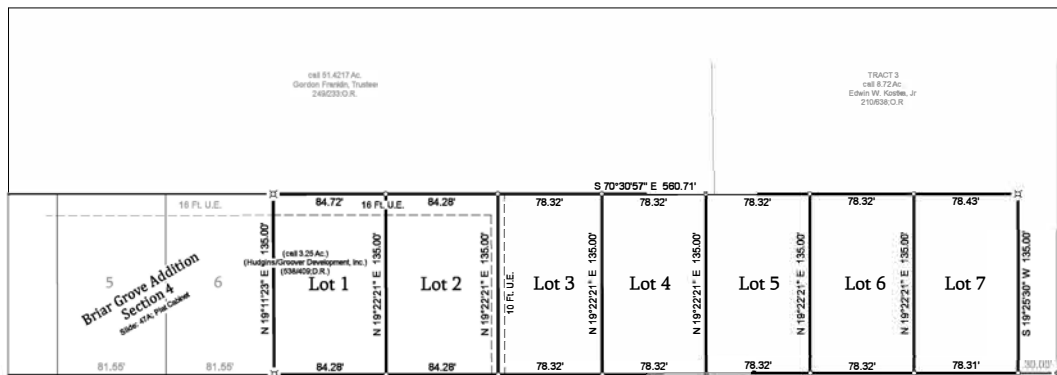
Legal Address Phone  
Physical Address

APPROVAL:

Gwyneth Teves 7/12/2023  
Planning Department Date

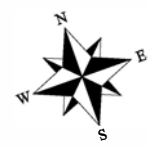
Michael Wootton 07/17/2023  
Chairman of the Planning Commission Date

Mayor Date



- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.



Scale: 1" = 50'

LEGEND	
○	1/2" I.R. Set Caped #6319
⊠	1/2" I.R. Found
⊕	1" Staff Found

NOTE: Bearings are based on the Texas Coordinate System of 1983, Texas South-Central Zone.

NOTE: Building Lines set by City Council and/or City Ordinance.

The subject tract is wholly within the city limits of the City of Wharton, Wharton County, Texas.

- Preliminary -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

- Note:
- This property is subject to any conflicting rights, claims or other matters which may exist or arise by virtue of any discrepancy between the fences, improvements and actual property lines as shown on the survey plat.
  - This property is subject to the rights of the public to any area located within a public roadway, street or alley.
  - This may not be a complete inventory of fences.
  - This property is subject to any and all covenants, restrictions, easements, conditions and ordinances which may be applicable.
  - This survey is valid for this transaction only.
  - Title: Alliant National Title Insurance Company, Inc. Commitment GF No. 2022-07104, Effective Date: July 15, 2020. No attempt was made by Surveyor to independently research or locate easements that may or may not affect Subject Tract.
  - Property owners must call the pipeline's owner or an official notification center for a precise physical location of all pipelines.

**Flood Hazard Boundary Information:**  
 As of this date (May, 2023), the "Geoffrey Brady Subdivision" is located, by scaled map location and graphic plotting only, in Flood Hazard Boundary Zone "AE", Map No. 4846100365.F, dated DECEMBER 21, 2017. Property IS in the area subject to inundation by the 1% annual chance flood event, s.k.a. the "100 Year Flood Plain, as designated on FEMA's National Flood Insurance Program Flood Insurance Rate Map. The National Flood Insurance Program FIRM is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources, or all planimetric features outside Special Flood Hazard Areas. This flood statement does not imply that the property and/or structures located thereon will be free from flooding or flood damage. The flood hazard area is subject to change as detailed studies occur and/or watershed or channel conditions change. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

Known all men by these presents:  
 That I, Geoffrey Brady, do hereby make a Plat of said property according to the lines, streets, drives, lots, common areas, building lines and easements therein shown, and designate said property as the "Steve Barclay Subdivision" in the City of Wharton, Wharton County, Texas, and do hereby bind myself, my heirs and assigns to warrant and forever defend the title to the land so dedicated.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

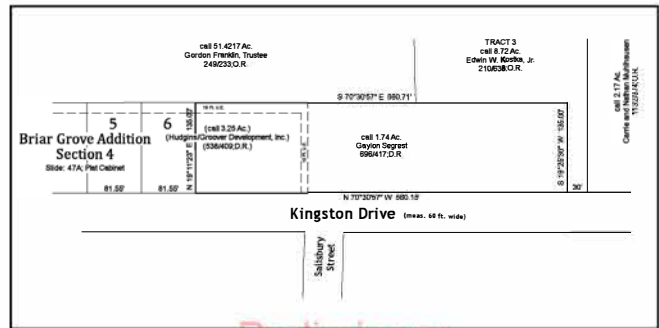
Geoffrey Brady, Owner

THE STATE OF TEXAS  
COUNTY OF WHARTON

Before me, the undersigned authority, on this day personally appeared Geoffrey Brady, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purposes and consideration therein expressed.

Witness my hand and seal of office  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By \_\_\_\_\_  
Notary Public in and for the State of Texas



- Property before Development -

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

This plat is hereby approved by the Planning Commission of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature:

Chairman, Planning Commission Secretary, Planning Commission

Approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE STATE OF TEXAS  
COUNTY OF WHARTON  
CITY OF WHARTON

This plat is hereby approved by the City Council of the City of Wharton, Wharton County, Texas. In testimony whereof witness the official signature:

Mayor \_\_\_\_\_ City Secretary \_\_\_\_\_

Approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE STATE OF TEXAS  
COUNTY OF WHARTON

I, Barbara Svatik, County Clerk in and for Wharton County, Texas, hereby certify that the foregoing instrument was filed for recordation in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

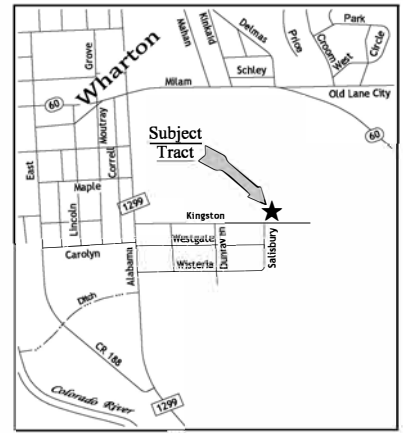
at \_\_\_\_\_ O'clock \_\_\_\_\_ M. in Slide Number \_\_\_\_\_ of

the Plat Cabinet Records III, Wharton County, Texas.

Witness my hand and seal of office, at Wharton, Wharton County, Texas, the day and date last above written.

County Clerk, Wharton County, Texas

By \_\_\_\_\_  
Deputy



Vicinity Map  
No Scale

I, Robert W. Kolacny, am authorized under the laws of the State of Texas to practice the Profession of Land Surveying and hereby certify that the above plat is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron monuments.

Dated: May 30, 2023

Robert W. Kolacny  
Registered Professional Land Surveyor No. 5319  
Ph. (979) 532-8056

Preliminary Plat  
of the  
**Kingston Place**  
the subdivision of  
a 1.74 Ac. Tract of land, situated in the  
Randal Jones 1/2 League, Abstract No. 36,  
in the  
City of Wharton  
Wharton County, TX

7 Lots 0 Reserves 1 Block 07/06/2023

Developer:  
Geoffrey Brady  
550 Meacarthur Lane  
Knoxville, TN 37934  
(713) 838-6105

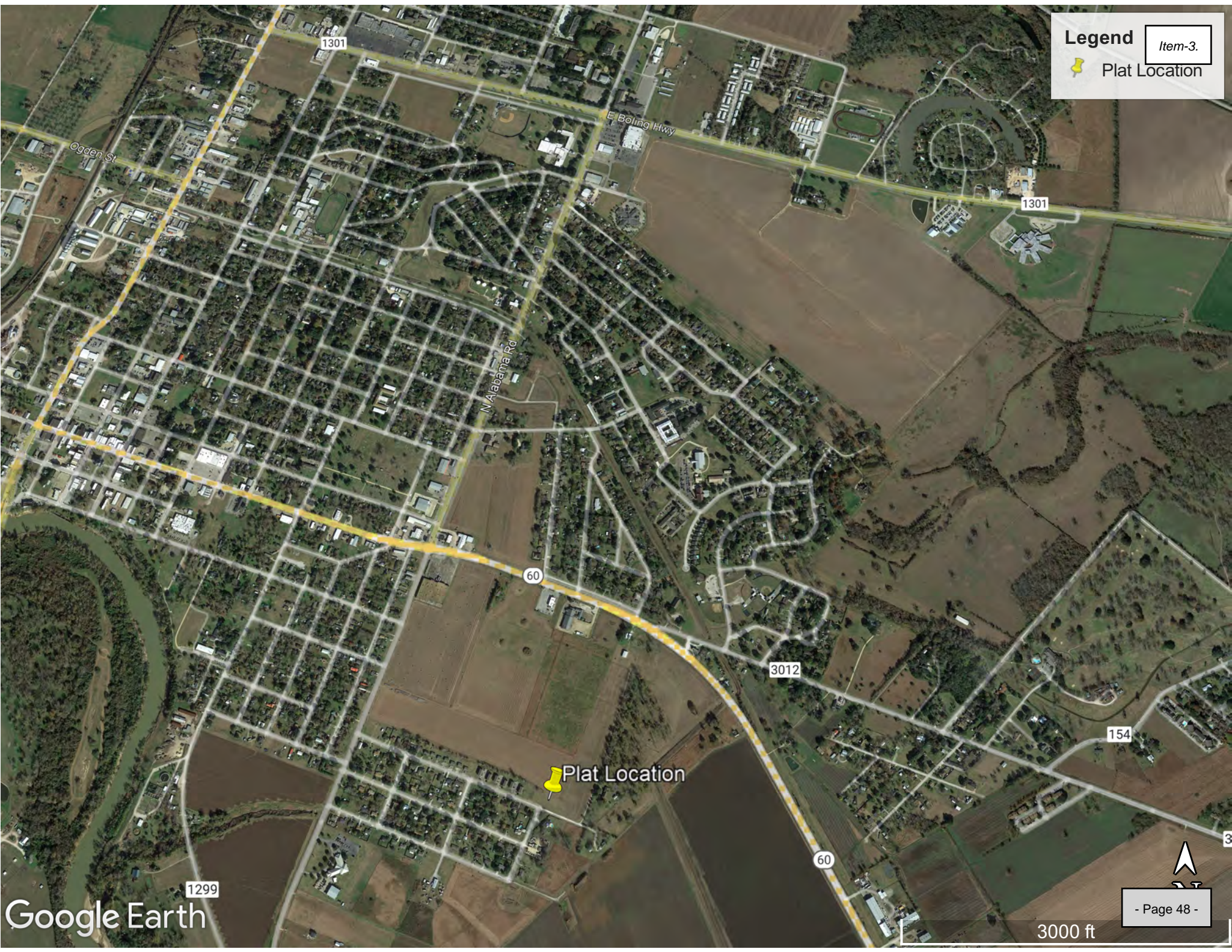
**ROBERT W. KOLACNY**  
REGISTERED PROFESSIONAL LAND SURVEYOR

FILE: Plat for Geoffrey Brady SD.dwg  
PROJECT: W Wharton City Construction Group  
LSD: (Texas) (10) ST: PV/Arms

180 S. HENRIETTA STREET | WHEATON, TEXAS 77883 | (979) 532-8056  
- Registered Professional Land Surveyors -  
OFFICE: (979) 532-8056 - kolacny@rvs.com

**Legend** Item-3.

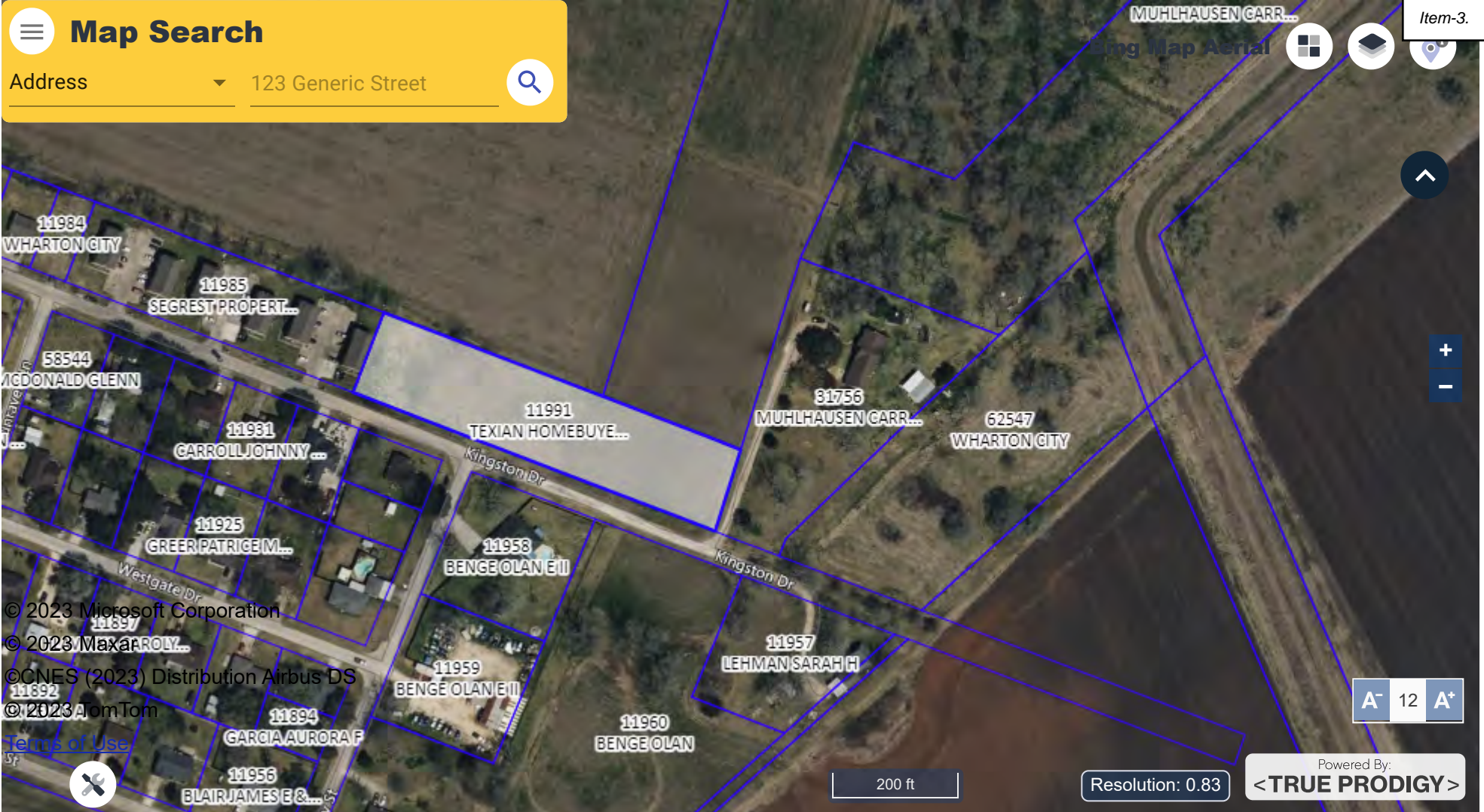
 Plat Location





**Map Search**

Address ▼ 123 Generic Street 🔍



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


# CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Request from Mr. & Mrs. Clark for a variance to Chapter 38 Manufactured Housing, Mobile Homes and Travel Trailers and Parks, Article 2 Requirements, Division 1 Generally, Section 38-36 Authorized Locations for replacement of an unoccupied mobile home for occupancy.
---------------	-----------	--------------	---

Attached you will find the request from Mr. & Mrs. Clark for a variance to Chapter 38 Manufactured Housing, Mobile Homes and Travel Trailers and Parks, Article 2 Requirements, Division 1 Generally, Section 38-36 Authorized Locations for replacement of an unoccupied mobile home for occupancy.

The Planning Commission met on Monday, July 17, 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, July 20, 2023
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 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, July 17, 2023

---

The following item was discussed during the Monday, July 17, 2023, meeting:

1. Request from Mr. & Mrs. Clark for a variance to Chapter 38 Manufactured Housing, Mobile Homes and Travel Trailers and Parks, Article 2 Requirements, Division 1 Generally, Section 38-36 Authorized Locations for replacement of an unoccupied mobile home for occupancy.

The Planning Commission is recommending that the City Council deny the request by Mr. & Mrs. Clark and is referring it to City Council for a final determination.

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

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

Item-4.

**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.

Maurice & Donna Clark  
Name (Printed)  
1411 N. Alabama Wharton, TX 77488  
Physical Address  
WM Kinchebe, Blk 66, Lot 7.  
Legal Address

6.29.2023  
Date  
22422 Auburn Canyon Richmond, TX 77469  
Mailing Address  
  
Phone

Describe the variance request and the reason for requesting variance:

To replace an older mobile home with a new one. Reason for request to add value to property and beautify the community.

**ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:**

**SIGNATURE OF APPLICANT:**

Maurice L. Clark  
Donna Clark  
Signature  
6.29.2023  
Date  
Planning Commission Meeting: July 17, 2023 @ 4:30p  
City Council Meeting: July 24, 2023 @ 7p

<b>Building line setbacks Only</b>	
Residential	\$100.00 <input checked="" type="checkbox"/>
Non-Residential	\$150.00 <input type="checkbox"/>
<b>Non-Refundable fee</b>	
Effective November 3, 2006	

**ADJACENT PROPERTY OWNER (S):**

Schultz Investments LLC  
Name  
WM Kinchebe, Blk 66, Lot 8 Reserve A  
Legal Address  
Ali Noorwani  
Name  
WM Kinchebe, Blk 66, Lot 4 & 5/6  
Legal Address  
Darrell & Sharon Zahn  
Name  
Mayfair, Blk 5, Lot 10  
Legal Address

Phone  
1327 N. Alabama  
Physical Address  
Phone  
1331 N. Alabama  
Physical Address  
Phone  
1402 Oriole Ln.  
Physical Address

**APPROVAL:**

Gwyneth Texas  
Planning Department

6.29.2023  
Date

Chairman of the Planning Commission

Date

Mayor

Date

June 29, 2023

Dear Sir/ Madam,

My name is Donna Clark. My husband Maurice and I was born and raised in Wharton, Texas and graduated from Wharton High School. We own the mobile home that is located at 1411 N. Alabama.

I am writing this letter to ask that you consider that we be allowed to replace the current mobile home. We were not aware of the requirements of 6 months to replace the current mobile home. My husband and I have retired. I retired from the Houston Police Department as a police officer serving 30 years. My husband retired from CenterPoint after being employed for 35 years. Due to our retirement we are in Wharton more. We have family in Wharton and are members of the New Hope Community Church. We will love to have a place to reside in Wharton. The current mobile home is in need of serious repairs.

We were not able to come to Wharton and stay while we were employed. We allowed someone to stay in the mobile home. The person did not take care of the property. After they finally left the property we had to clear the entire inside. This required us to rent a dumpster and the process was tedious.

I know there are laws and rules in place, but as a former police officer I know there is discretion that can be made. My husband job at CenterPoint one of his jobs was to turn off lights of people who did not pay. He also had the discretion to leave lights on or turn off. There were many times he allowed them to pay. We are asking for some grace. We pray that you allow us to get a permit to replace the current mobile home with a new one.

The addition of the new mobile home will add value to the property and beautify the community. If we have to repair what we currently have it is going to take time and more money.

We look forward to the meeting and an approval to go forward.

Sincerely,



Donna Clark

**PID 59947 | 1411 N ALABAMA RD**

**GENERAL INFO**

**ACCOUNT**

Property ID: 59947  
 Geographic ID: 10751-066-007-0\*  
 Type: R  
 Zoning:  
 Agent:  
 Legal Description: WM.KINCHELOE BLOCK 66 LOT 7 --  
 IMP. ONLY 1979 MELODY HOMES  
 MELODY 14X70 LABEL # TEX0066569  
 SERIAL # 878470S33106

**OWNER**

Name: CLARK MAURICE L  
 Secondary Name:  
 Mailing Address: 22422 AUBURN CANYON LN RICHMOND TX 77469  
 Owner ID: 3543543  
 % Ownership: 100.00  
 Exemptions:

Property Use:

**LOCATION**

Address: 1411 N ALABAMA RD, WHARTON

Market Area:  
 Market Area CD: Wharton 6  
 Map ID: W11

**PROTEST**

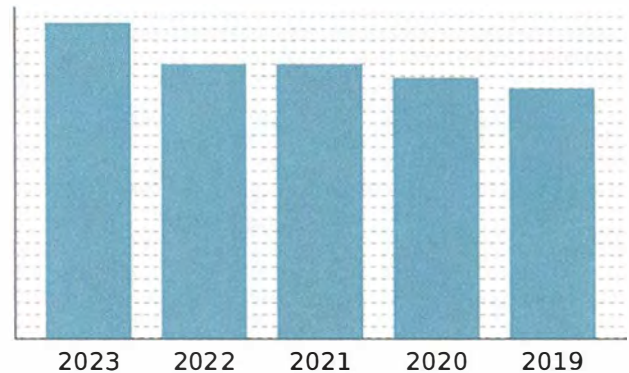
Protest Status:  
 Informal Date:  
 Formal Date:

**VALUES**

**CURRENT VALUES**

Land Homesite: \$0  
 Land Non-Homesite: \$0  
 Special Use Land Market: \$0  
 Total Land: \$0  
  
 Improvement Homesite: \$0  
 Improvement Non-Homesite: \$6,612  
 Total Improvement: \$6,612  
  
 Market: \$6,612  
 Special Use Exclusion (-): \$0  
 Appraised: \$6,612  
 Value Limitation Adjustment (-): \$0  
  
 Net Appraised: \$6,612

**VALUE HISTORY**



Values for the current year are preliminary and are subject to change.

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	\$0	\$6,612	\$0	\$6,612	\$0	\$6,612
2022	\$0	\$5,750	\$0	\$5,750	\$0	\$5,750
2021	\$0	\$5,750	\$0	\$5,750	\$0	\$5,750
2020	\$0	\$5,463	\$0	\$5,463	\$0	\$5,463

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appr
2019	\$0	\$5,232	\$0	\$5,232	\$0	\$5,232

## TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
GWH	WHARTON COUNTY	0.350100	\$6,612	\$6,612
RD1	FM & LR	0.040460	\$6,612	\$6,612
ED1	ESD#1	0.047670	\$6,612	\$6,612
WDCB	CONS GROUNDWATER	0.006640	\$6,612	\$6,612
JRC	COUNTY JR COLLEGE	0.129850	\$6,612	\$6,612
CWH	CITY OF WHARTON	0.417610	\$6,612	\$6,612
ED3	ESD#3	0.083770	\$6,612	\$6,612
SWH	WHARTON ISD	1.275100	\$6,612	\$6,612

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

## IMPROVEMENT

Improvement #1:	Improvement Value: \$6,612	Main Area: 980
State Code: A2		Gross Building Area: 1,124

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
MH	MOBILE HOME	MH-S		1	1979	1973	980
OP	OPEN PORCH	MH-S		1	1979	1973	144

### Improvement Features

## LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
------	-------------	-------	------	---------------	--------------	-------------------

## DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
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# 1411 N. Alabama (Maurice & Donna Clark)

Property ID:  
18659

Geographic ID:  
10751-066-007-00

Type:  
R

Legal Description:  
WM.KINCHELOE BLOCK 66 LOT 7

 Arrow shows where the trailer is located on the property.







## Jessup Jackson 16x76

Dealer: Reliable Homes of Sealy

390 Gebhardt Rd, Sealy, TX 77474



SALES REP: Erica Juarez

COPY

Item-4.

07.05.2023

Letter for permission of property at 1411 N. Alabama

Dear Sir/ Madam:

I Addie Plummer am the overseer of the property at 1411 N. Alabama.

I give Maurice and Donna Clark permission to replace the current mobile home with a new one.



Addie Plummer



Maurice Clark



Donna Clark



Janice Scott 7/6/2023

# PID 18659 | 1411 N ALABAMA RD

Property Summary Report | 2023  
Online Services | WHARTON COUNTY APPRAISAL DISTRICT

## GENERAL INFO

### ACCOUNT

Property ID: 18659  
Geographic ID: 10751-066-007-00  
Type: R  
Zoning:  
Agent:  
Legal Description: WM.KINCHELOE BLOCK 66 LOT 7

### OWNER

Name: GIPSON LILLIAN EST  
Secondary Name: %PLUMMER ADDIE  
Mailing Address: 3209 FM 1301 RD WHARTON TX 77488  
Owner ID: 3511921  
% Ownership: 100.00  
Exemptions:

Property Use:

### LOCATION

Address: 1411 N ALABAMA RD, WHARTON

Market Area:  
Market Area CD: COMM  
Map ID: W11

### PROTEST

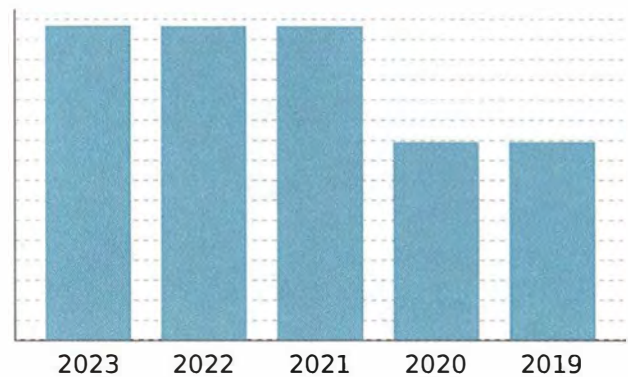
Protest Status:  
Informal Date:  
Formal Date:

## VALUES

### CURRENT VALUES

Land Homesite:	\$0
Land Non-Homesite:	\$39,191
Special Use Land Market:	\$0
Total Land:	\$39,191
Improvement Homesite:	\$0
Improvement Non-Homesite:	\$0
Total Improvement:	\$0
Market:	\$39,191
Special Use Exclusion (-):	\$0
Appraised:	\$39,191
Value Limitation Adjustment (-):	\$0
Net Appraised:	\$39,191

### VALUE HISTORY



Values for the current year are preliminary and are subject to change.

### VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	\$39,191	\$0	\$0	\$39,191	\$0	\$39,191
2022	\$39,150	\$0	\$0	\$39,150	\$0	\$39,150
2021	\$39,150	\$0	\$0	\$39,150	\$0	\$39,150
2020	\$24,750	\$0	\$0	\$24,750	\$0	\$24,750
2019	\$24,750	\$0	\$0	\$24,750	\$0	\$24,750

## TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
GWH	WHARTON COUNTY	0.350100	\$39,191	\$39,191
RD1	FM & LR	0.040460	\$39,191	\$39,191
ED1	ESD#1	0.047670	\$39,191	\$39,191
WDCB	CONS GROUNDWATER	0.006640	\$39,191	\$39,191
JRC	COUNTY JR COLLEGE	0.129850	\$39,191	\$39,191
CWH	CITY OF WHARTON	0.417610	\$39,191	\$39,191
ED3	ESD#3	0.083770	\$39,191	\$39,191
SWH	WHARTON ISD	1.275100	\$39,191	\$39,191

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

## IMPROVEMENT

Improvement #1: UNASSIGNED Improvement Value: \$0 Main Area: 0  
 State Code: Gross Building Area: 0

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
	UNASSIGNED	N/A		1	0	0	0

### Improvement Features

## LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
NHS	NON-HS LAND	0.3444	15,000	\$2.61	\$39,191	\$0

## DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
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**Map Search**

Address 123 Generic Street 🔍



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A<sup>-</sup> 12 A<sup>+</sup>

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Item-4.

Google Maps 1327 N Alabama Rd

Wharton, Texas  
Google Street View  
Apr 2022 See more dates



Google

Image capture: Apr 2022 © 2023 Google



**Secs. 38-36. Authorized locations.**

- (a) Placement of a mobile home for use or occupancy as a residential dwelling, constructed prior to June 15, 1976 shall be prohibited within the corporate limits of the City. said prohibition will be prospective and shall not apply to a mobile home previously legally permitted and used or occupied as a residential dwelling within the city. Permits for such use occupancy shall be granted by the city for replacement of a mobile home constructed prior to June 15, 1976 within the corporate limits with a HUD-code manufactured home, provided the placement of such replacement manufactured home can meet the setback and distance requirements in this Code.
- (b) Except as permitted in (a) above and subject to lawful compliance with this Code, a mobile home may be placed, or permitted to remain within corporate limits of the city, if and only if, it is situated:
- (1) In a mobile home park licensed pursuant to Article III of this chapter;
  - (2) In a duly platted and recorded mobile home subdivision, meeting all requirements of Article IV of this chapter;
  - (3) In a mobile home sales lot;
  - (4) Upon a site purchased by a landowner prior to the effective date hereof, provided that the occupancy of the mobile home meeting HUD-code manufactured home standards will meet the requirements of being a "homestead" as set forth in chapter 41 of the Texas Property Code. The landowner and occupant of the mobile home shall never utilize the mobile home as a rental unit or commercial property. Successor owners of such property and mobile home shall also be allowed to occupy same as long as it is occupied as a "homestead" and not converted to rental or commercial property. This "homestead exception" further requires that the initial landowner and occupant shall make written application for a mobile home placement permit with the city within sixty (60) calendar days after the effective date of this chapter [Ord. No. 2000-06, effective Feb. 27, 2000 at 12:01 a.m.], otherwise this one-time "homestead exception" shall forever expire at midnight on the sixtieth day after the effective date of this chapter.
  - (5) Upon a site that such mobile home has continuously occupied prior to and since the effective date hereof, provided that such occupation was lawful on that date, and further provided, that the continued occupation thereof does not pose a significant danger to the health or safety of persons within the mobile home or to others;
  - (6) Upon a site that such mobile home has occupied prior to and since annexation of the site by the city, provided that such mobile home has continuously occupied the site since the date the site was annexed, and further provided, that the continued occupation thereof does not pose a significant danger to the health or safety of persons within the mobile home or to others;
  - (7) The exemption for existing mobile homes shall apply to the mobile home being occupied prior to and at the time of adoption of this chapter as defined in subsection (5) above, or to the mobile home being occupied prior to and since the time of annexation as defined in subsection (6) above, and shall include any replacement mobile homes for such site provided such replacement is made within six (6) months of the date the existing mobile home being replaced has been removed, damaged or destroyed, if the placement of such replacement mobile home meeting HUD-code manufactured home standards can meet the setback and distance requirements found in this Code.
  - (8) Upon a site having no other dwellings except a mobile home occupied prior to the effective date hereof, provided that such occupation was lawful on that date, and further provided that reapplication for the placement of a mobile home is made within six months of the effective date hereof, and



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provided that the occupation thereof does not pose a significant danger to the health or safety of persons within the mobile home or to others.

- (c) It shall be unlawful for any person to park or place a mobile home at any location not authorized by this chapter, or to permit or suffer any mobile home to remain within the corporate limits of the city in any location not authorized pursuant to this chapter.
- (d) A recreational vehicle may not be placed on any property except as specifically permitted in this chapter.
- (e) Notwithstanding the above, all permits, licenses and approvals for occupancy issued pursuant to this chapter are hereby made expressly subject to applicable deed restrictions and covenants running with the land to which they pertain and no such permit, license or approvals for occupancy shall be construed as authorizing any violation thereof.

(Ord. No. 2000-06, § 2, 2-14-00)

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


## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Request from Mr. Greg Hippel of 804 Old Caney Rd., Old Caney Manor, Lot 1, Res. A for a 6-foot side building line setback from the required 15-foot setback for construction of a patio cover.
---------------	-----------	--------------	--

Attached you will find the request from Mr. Greg Hippel of 804 Old Caney Rd., Old Caney Manor, Lot 1, Res. A for a 6-foot side building line setback from the required 15-foot setback for construction of a patio cover.

The Planning Commission met on Monday, July 17, 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, July 20, 2023
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 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, July 17, 2023

---

The following item was discussed during the Monday, July 17, 2023, meeting:

1. Request from Mr. Greg Hippel of 804 Old Caney Rd., Old Caney Manor, Lot 1, Res. A for a 6-foot side building line setback from the required 15-foot setback for construction of a patio cover.

The Planning Commission is recommending approval of the above item and is referring it to City Council for a final determination.

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.

GREG HIPPEL 6/30/23  
 Name (Printed) Date  
804 OLD CANEY RD. SAME  
 Physical Address Mailing Address  
OLD CANEY MANOR LOT 1, RES. A  
 Legal Address Phone

Describe the variance request and the reason for requesting variance:

PATIO COVER - 35X22  
left variance from required 15ft side building line setback

**ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:**

**SIGNATURE OF APPLICANT:**

[Signature] 6/30/23  
 Signature Date  
 Planning Commission Meeting: 7-17-23  
 City Council Meeting: 7-24-23

<b>Building line setbacks Only</b>	
Residential	\$100.00 <input checked="" type="checkbox"/>
Non-Residential	\$150.00 <input type="checkbox"/>
<b>Non-Refundable fee</b>	
Effective November 3, 2006	

**ADJACENT PROPERTY OWNER (S):**

FRANK J. KUBECKA  
 Name  
OLD CANEY MANOR LOT 2  
 Legal Address  
RANDY GONZALEZ  
 Name  
TOM WASHINGTON TRACT BLOCK 45B  
 Legal Address  
CHARLES T WASHINGTON  
 Name  
TOM WASHINGTON TRACT 45.46 PT  
 Legal Address

\_\_\_\_\_  
 Phone  
3509 CLINE Rd.  
 Physical Address  
 \_\_\_\_\_  
 Phone  
820 OLD CANEY Rd  
 Physical Address  
 \_\_\_\_\_  
 Phone  
820 OLD CANEY Rd  
 Physical Address

**APPROVAL:**

Gwyneth Texas 6.30.23  
 Planning Department Date

\_\_\_\_\_  
 Chairman of the Planning Commission Date

\_\_\_\_\_  
 Mayor Date

Patio Cover  
(Backyard)

10 ft from P.L







10 ft. From  
P.L

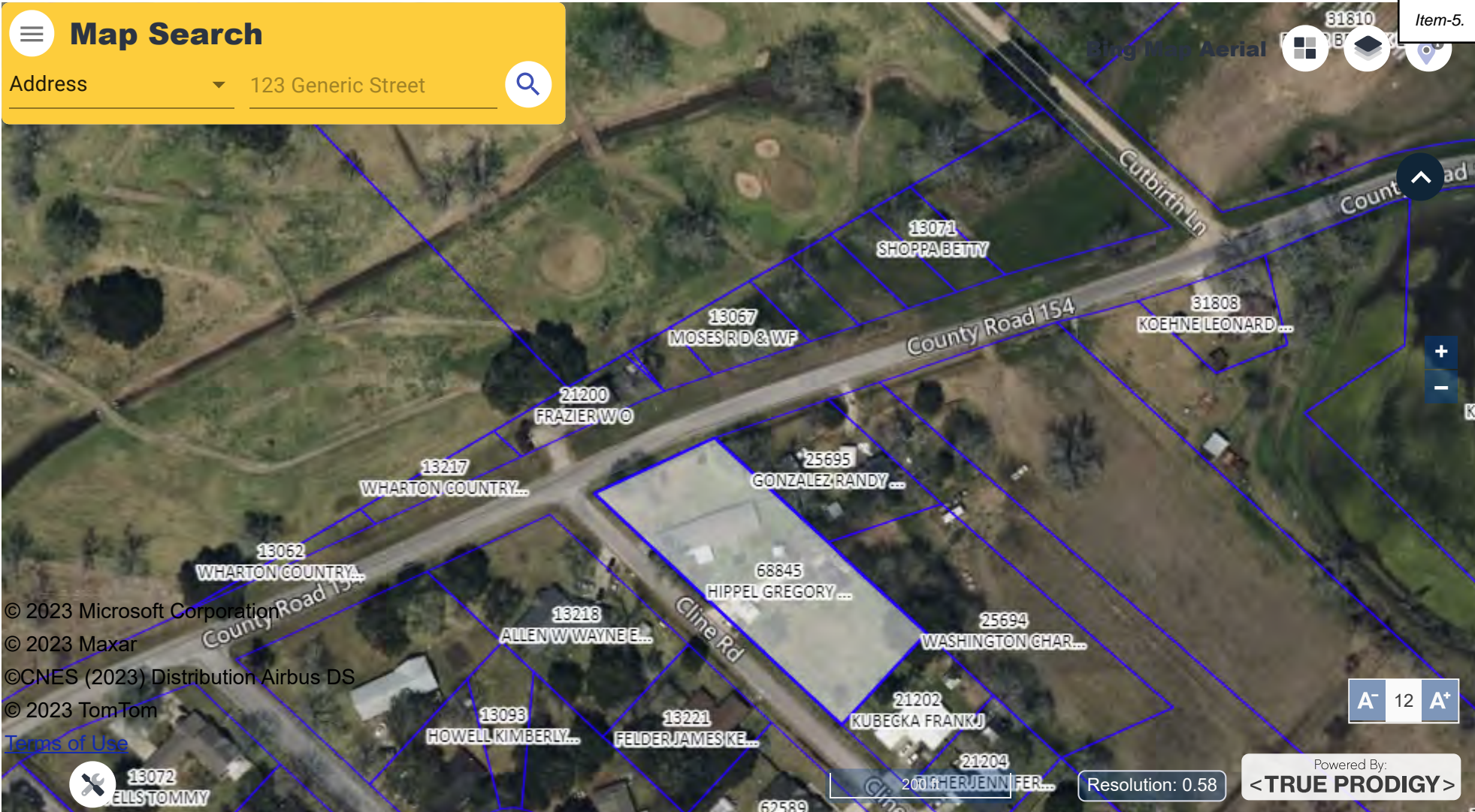


Item-5.



 **Map Search**

Address ▼ 123 Generic Street 



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Item-5.

A<sup>-</sup> 12 A<sup>+</sup>

Resolution: 0.58

Powered By: <TRUE PRODIGY>



**GENERAL INFO**

**ACCOUNT**

Property ID: 68845  
 Geographic ID: 10975-000-010-01  
 Type: R  
 Zoning:  
 Agent:  
 Legal Description: OLD CANEY MANOR LOT 1, RES.A

**OWNER**

Name: HIPPEL GREGORY G  
 Secondary Name:  
 Mailing Address: 804 OLD CANEY RD WHARTON TX 77488  
 Owner ID: 3688722  
 % Ownership: 100.00  
 Exemptions: HS - Homestead

Property Use:

**LOCATION**

Address: 804 OLD CANEY, WHARTON

Market Area:  
 Market Area CD: Wharton 1  
 Map ID: W23

**PROTEST**

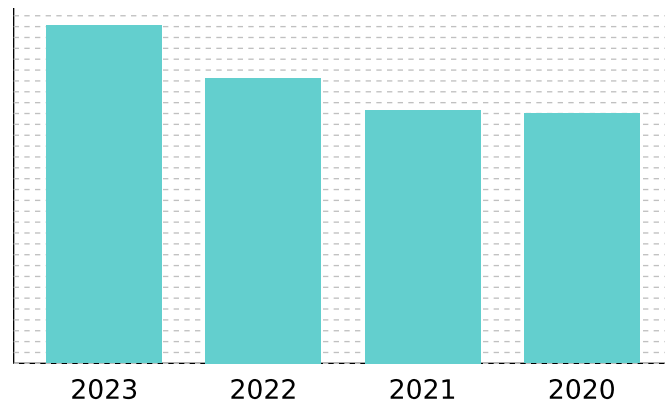
Protest Status:  
 Informal Date:  
 Formal Date:

**VALUES**

**CURRENT VALUES**

Land Homesite: \$69,814  
 Land Non-Homesite: \$0  
 Special Use Land Market: \$0  
 Total Land: \$69,814  
  
 Improvement Homesite: \$192,323  
 Improvement Non-Homesite: \$48,849  
 Total Improvement: \$241,172  
  
 Market: \$310,986  
 Special Use Exclusion (-): \$0  
 Appraised: \$310,986  
 Value Limitation Adjustment (-): \$21,532  
  
 Net Appraised: \$289,454

**VALUE HISTORY**



Values for the current year are preliminary and are subject to change.

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	\$69,814	\$241,172	\$0	\$310,986	\$21,532	\$289,454
2022	\$69,814	\$192,935	\$0	\$262,749	\$4,938	\$257,811
2021	\$69,814	\$163,515	\$0	\$233,329	\$0	\$233,329
2020	\$69,814	\$160,109	\$0	\$229,923	\$1,133	\$228,790

# TAXING UNITS

Item-5.

Unit	Description	Tax Rate	Net Appraised	Taxable Value
GWH	WHARTON COUNTY	0.350100	\$289,454	\$284,454
RD1	FM & LR	0.040460	\$289,454	\$281,454
ED1	ESD#1	0.047670	\$289,454	\$284,454
WDCB	CONS GROUNDWATER	0.006640	\$289,454	\$284,454
JRC	COUNTY JR COLLEGE	0.129850	\$289,454	\$289,454
CWH	CITY OF WHARTON	0.417610	\$289,454	\$289,454
ED3	ESD#3	0.083770	\$289,454	\$284,454
SWH	WHARTON ISD	1.275100	\$289,454	\$249,454

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

# IMPROVEMENT

Improvement #1: Improvement Value: **\$192,323** Main Area: **2,272**  
 State Code: **A1** Gross Building Area: **3,353**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
R-MA	RESIDENCE	FA1		1	1994	1950	2,272
CP	CARPORT	FA1		1	1994	1950	576
PR-A	PATIO ROOF AVG	FA1		1	0	0	414
OP	OPEN PORCH	FA1		1	0	0	42
STG-F	ST-FR OR VR -FAIR	FA1		1	2009	2009	49

## Improvement Features

Improvement #2: Improvement Value: **\$48,849** Main Area: **720**  
 State Code: **A1** Gross Building Area: **916**

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
R-MA	RESIDENCE	FF1		1	2010	2004	720
MISC	MISC BLDG	FF1		1	0	0	160
WD	WOOD DECK	FF1		1	2009	2009	36

## Improvement Features

# LAND


Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
HS	HOMESITE LAND	1.1130	48,482.28	\$1.44	\$69,814	\$0

# DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
4/24/17	W	Warranty Deed			1057	1057	947	R068845

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Request from the Monterey Square Business Association for the following for the Monterey Square Wine and Arts Fair on October 14, 2023: <ul style="list-style-type: none"> <li>A. Close Fulton Street between Burleson Street and Milam Street as well as close Houston Street between Burleson Street and Hawes Street from 2:00 p.m. until 10:00 p.m. on Saturday, October 14, 2023.</li> <li>B. Provide six (6) generator lights for safety for the fair location and Guffey Park parking area.</li> <li>C. Allow open containers for alcohol on City property on the exterior sides of Monterey Square and approximately two adjoining blocks to include all participating businesses.</li> <li>D. Waive all local permits and fees.</li> <li>E. Provide trash containers, bags, and dumpster.</li> <li>F. Provide trash pick up from City workers after 10:00 p.m.</li> </ul>
Attached is a copy of the letter dated July 8, 2023, from Ms. Terry Arceo, President of the Monterey Square Business Association, providing her request for the aforementioned items.			
Ms. Terry Arceo, will be available during the meeting to answer questions regarding her request.			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			



July 8, 2023

Mr. Joseph R. Pace  
City of Wharton  
120 E Caney St.  
Wharton, Texas 77488

RE: Permission – Monterey Square Wine and Arts Fair 2023

Dear Mr. Pace:

The Monterey Square Business Association plans to hold the 15<sup>th</sup> annual Monterey Square Wine and Arts Fair on October 14, 2023, from 4pm to 10pm.

In this event, patrons will be able to shop the various businesses in the downtown community and sample wines, foods and boutique beer. Other activities include live music, horse and carriage rides, grape stomp, food and craft vendors. Patrons will also be able to purchase wine by the bottle or glass and beer by the bottle on the 100 block of South Houston Street. We are applying for a temporary TABC permit.

Therefore, we respectfully request permission to:

1. Close Fulton Street between Burleson Street and Milam Street. And close Houston Street between Burleson Street and Hawes Street from 2pm until 10pm on Saturday October 14, 2023.
2. Provide 6 generator lights for safety for the fair location and Guffey Park parking area.
3. Allow open containers for the alcohol on city property on the exterior sides of the Monterey Square and approximately two adjoining blocks to include all participating businesses.
4. Waive all local permit fees.
5. Provide city trash containers, bags, and dumpster.
6. Provide city workers for trash pick up and haul off after 10pm.

Please feel free to contact me in the event of any questions.


Respectfully

A handwritten signature in blue ink that reads "Terry Arceo".

Terry Arceo  
President, Monterey Square Business Association  
P O Box 1054 Wharton, TX 77488

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving Amendment No. 4 to the Franchise Agreement for Solid Waste Collection Services with Green For Life and authorizing the Mayor of the City of Wharton to execute the agreement.
<p>Attached are the 4th Amendment and Exhibits received from Mr. David Selesky, with Green for Life (GFL), in draft form. City Attorney, Paul Webb, has reviewed the documents and finds no issues. A draft resolution is also attached.</p> <p>A meeting with Mr. Selesky, has been scheduled for Thursday, July 20 at 3:00 p.m. to discuss any changes necessary in regards to the amounts associated with the exhibits.</p> <p>Finance Director, Joan Andel, will be present to answer any questions.</p> <p>The Finance Committee will meet on Monday, July 24, 2023, and will formulate a recommendation for City Council consideration.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 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: July 18, 2023

Re: Green for Life (GFL) 2<sup>nd</sup> Amendment

Attached is the 4th Amendment and Exhibits received from Mr. David Selesky, with Green for Life (GFL), in draft form. City Attorney, Paul Webb, has reviewed the documents and finds no issues. A draft resolution is also attached.

A meeting with Mr. Selesky, has been scheduled for Thursday, July 20 at 3:00 p.m. to discuss any changes necessary in regards to the amounts associated with the exhibits.

Please place this on the Finance Committee meeting for Monday, July 24, 2023, and if approved on the City Council agenda for July 24, 2023, also.

Please contact me should you have any questions in advance.

**Option #1**

Includes:

1. Residential pick-up as described below.
2. Commercial pick-up as described below.
3. Lease and operation of the transfer station – the city’s transfer station may be made available to the successful proposer for operation under a separate lease (see draft lease in Exhibit “C”) to be further negotiated with the city and pursuant to any city-held permit for the processing of the solid waste in accordance with the TCEQ guidelines.
4. Provide up to twelve (12) roll-off containers at the city’s discretion.

Summary of Service	Per Unit (Per Month)
<p><b>RESIDENTIAL</b>            Curbside residential refuse collection service including garbage and rubbish per residential unit for two (2) pick-ups per week for regular trash contained with Company provided 95-gallon cart and once weekly bulk/green waste collection by hand, not including Sunday, also including:                Collection of bulky waste one (one)time per week.                Collection of brush and tree limbs one (1) time per week.</p>	<p style="text-align: center;">\$24.75            (Amount in figures)</p> <p>Twenty four dollars &amp;            Seventy five cents            (Amount in words)</p>

<b>COMMERCIAL</b>	\$32.55 (Amount in figures)
<b>Commercial</b> collection service including automated pick-up two (2) times per week, not including Sunday, includes trash contained within Company-provided 95-gallon cart only.	Thirty two dollars and fifty five cents (Amount in words)

<b>COMMERCIAL PRICE SCHEDULE FOR</b>						
<b>COMMERCIAL UNITS REQUIRING BIN SERVICE</b>						
<b>Frequency per Week</b>						
<b>Bin Size</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Additional Pick-up</b>
2 c.y.	\$69.95	\$125.53	\$161.51	\$222.93	\$277.71	\$76.35
In Words	Sixty nine dollars & ninety five cents	One hundred twenty five dollars & fifty three cents	One hundred sixty one dollars & fifty one cents	Two hundred twenty two dollars & ninety three cents	Two hundred seventy seven dollars & seventy one cents	Seventy six dollars & thirty five cents
3 c.y.	\$103.03	\$185.08	\$247.46	\$332.50	\$414.67	\$110.54
In Words	One hundred three dollars & three cents	One hundred eighty five dollars & eight cents	Two hundred forty seven dollars & forty six cents	Three hundred thirty two dollars & fifty cents	Four hundred fourteen dollars & sixty seven cents	One hundred ten dollars & fifty four cents
4 c.y.	\$128.86	\$225.15	\$319.21	\$442.06	\$551.62	\$138.91
In Words	One hundred twenty eight dollars & eighty six cents	Two hundred twenty five dollars & fifteen cents	Three hundred nineteen dollars & twenty one cents	Four hundred forty two dollars & six cents	Five hundred fifty one dollars & sixty two cents	One hundred thirty eight dollars & ninety cents
6 c.y.	\$183.33	\$351.55	\$491.10	\$661.21	\$825.56	\$196.15
In Words	One hundred eighty three dollars & thirty three cents	Three hundred fifty one dollars & fifty five cents	Four hundred ninety one dollars & ten cents	Six hundred sixty one dollars & twenty one cents	eight hundred twenty five dollars & fifty six cents	One hundred ninety six dollars & fifteen cents
8 c.y.	\$227.36	\$424.34	\$634.64	\$880.33	\$1,099.46	\$240.68
In Words	Two hundred twenty seven dollars and thirty six cents	Four hundred twenty four dollars & thirty four cents	Six hundred thirty four dollars & sixty four cents	Eight hundred eighty dollars & thirty three cents	One thousand ninety nine dollars & forty six cents	Two hundred forty dollars & sixty eight cents



**Roll-Off Services**

Roll-off services will be provided by the contractor on an exclusive franchise basis according to the rates identified below.			
SIZE	20 CUBIC YARD	30 CUBIC YARD	40 CUBIC YARD
Delivery Fee Per Roll Off	\$126.66	\$126.66	\$126.66
Monthly Rental	\$151.99	\$151.99	\$151.99
Pull Price (Per Roll Off)	\$337.00	\$337.00	\$337.00
Disposal Fee - Loose (Per Ton)	\$40.48	\$40.48	\$40.48
Disposal Fee - Compacted (Per Ton)	\$40.48	\$40.48	\$40.48
<b>TOTAL CHARGE PER HAUL*</b>	<b>\$615.65</b>	<b>\$615.65</b>	<b>\$615.65</b>

Total charge includes one (1) month rental, excluding disposal

## PROPOSED RATE FOR OTHER SERVICES

- A. Rate Schedule for Special Services: Rates for “Pay Pile” pick-ups not covered by Options 1 and 2 above such as brush and tree limbs at commercial units, construction debris at residential or commercial units, tree limbs greater than four (4) feet in length and other excessive amounts of solid waste.

<u>Special Service</u>	<u>Hourly Rate</u>	<u>Disposal Cost (Per Cubic Yard)</u>
Brush and Tree Limbs at Commercial Units	\$125.14 (Amount in figures)  One Hundred Twenty Five Dollars and fourteen cents (Amount in words)	\$8.74 (Amount in figures)  Eight Dollars and seventy four cents (Amount in words)
Construction Debris at Residential Units	\$125.14 (Amount in figures)  One Hundred Twenty Five Dollars and fourteen cents (Amount in words)	\$8.74 (Amount in figures)  Eight Dollars and seventy four cents (Amount in words)
Construction Debris at Commercial Units	\$125.14 (Amount in figures)  One Hundred Twenty Five Dollars and fourteen cents (Amount in words)	\$8.74 (Amount in figures)  Eight Dollars and seventy four cents (Amount in words)
Tree limbs greater than four (4) feet in length either at Residential or Commercial Units	\$125.14 (Amount in figures)  One Hundred Twenty Five Dollars and fourteen cents (Amount in words)	\$8.74 (Amount in figures)  Eight Dollars and seventy four cents (Amount in words)

<p>Other Excessive amounts of garbage at Residential Units violating volume or weight limits</p>	<p>\$125.14 (Amount in figures)</p> <p>One Hundred Twenty Five Dollars and fourteen cents (Amount in words)</p>	<p>\$8.74 (Amount in figures)</p> <p>Eight Dollars and seventy four cents (Amount in words)</p>
<p>Other Excessive amounts of garbage at Commercial Units violating volume or weight limits</p>	<p>\$125.14 (Amount in figures)</p> <p>One Hundred Twenty Five Dollars and fourteen cents (Amount in words)</p>	<p>\$8.74 (Amount in figures)</p> <p>Eight Dollars and seventy four cents (Amount in words)</p>
<p>Asphalt, dirt, sand, gravel, rock, concrete or similar excavation/demolition materials at any units</p>	<p>\$125.14 (Amount in figures)</p> <p>One Hundred Twenty Five Dollars and fourteen cents (Amount in words)</p>	<p>\$8.74 (Amount in figures)</p> <p>Eight Dollars and seventy four cents (Amount in words)</p>

**FOURTH ~~SECOND~~ AMENDMENT TO SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**

This ~~Second-Fourth~~ Amendment of the Solid Waste Collection and Disposal Service Contract (hereinafter referred to as "~~Second-Fourth~~ Amendment"), is made and entered into by and between the City of Wharton, Texas (the "City"), a municipal corporation, and Waste Corporation of Texas, L.P. DBA GFL Environmental ("Contractor").

**RECITALS**

WHEREAS, on October 1, 2018, the City and the Contractor executed the Solid Waste Collection and Disposal Services Contract, (hereinafter referred to as the "Agreement").

WHEREAS, Section 10 of the Agreement provides that after the initial term, the Agreement may be extended for one (1) five (5) year extension at the discretion of City Council.

NOW THEREFORE, in consideration of the foregoing, the Agreement between the City and the Contractor is hereby amended as follows:

General Specifications item 3.01 (a) is hereby deleted and substituted as follows:

- (a) Contractor shall provide curbside collection service for the collection of residential refuse including garbage and rubbish for each residential unit two (2) times per week. All garbage and rubbish must be properly contained within the Contractor provided 96-gallon container with the lid closed and shall be placed at curbside by 7:00 a.m. on the designated collection day.

General Specification item 3.02 (a) is hereby deleted and substituted as follows:

- (a) contractor shall provide curbside collection service for the collection of commercial refuse including garbage and rubbish for each commercial unit requesting such service two (2) times per week. All garbage must be properly contained within the Contractor provided 96-gallon container with the lid closed and shall be placed at curbside by 7:00 a.m. on the designated collection day.

General Specifications item 3.04 (a) is hereby deleted and substituted as follows:

- (a) Each residential 96-gallon cart shall be placed at curbside for collection. Curbside refers to that portion of public right-of-way adjacent to paved or traveled City roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way. Bins shall be placed as close as practicable to an access point for the collection vehicle. Bins should be a minimum of 4' distance on either side from any obstruction.

General Specifications item 4.06 is hereby deleted and substituted as follows:

Office - The contractor shall maintain an office or such other facilities (toll free number and email) through which the contractor can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.

General Specifications item 4.11 (g) is hereby deleted and substituted as follows:

(g) In the event of sudden contractor equipment breakdowns, Contractor will make every effort to notify City staff if the service will be delayed or reschedule for another pick-up day.

Exhibit A is hereby deleted and substituted as attached.

Exhibit B is hereby deleted and substituted as attached.

This ~~Second~~Fourth Amendment hereby extends the Agreement until September 30, 2028.

Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

If there is conflict between this ~~Second~~Fourth Amendment and the Agreement, the provisions of this ~~Second~~ Amendment shall prevail.

This ~~Second~~Fourth Amendment shall be effective October 1, 2023, and shall terminate on September 30, 2028.

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

Executed as of the \_\_\_ day of \_\_\_\_\_, 2023.

**City of Wharton**

\_\_\_\_\_  
Tim Barker, Mayor

ATTEST:

\_\_\_\_\_  
Paula Favors, City Secretary  
Executed as of the \_\_\_ day of \_\_\_\_\_, 2023.

**Waste Corporation of Texas, L.P. DBA  
GFL Environmental**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of Waste Corporation of Texas, L.P. DBA GFL Environmental

WITNESS MY HAND AND SEAL OF OFFICE

\_\_\_\_\_  
NOTARY PUBLIC

ATTACHMENTS:

Amended Exhibit A and Exhibit B

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AMENDMENT NO. 4 TO THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICES WITH GREEN FOR LIFE AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.**

**WHEREAS,** On August 22, 2022, the Wharton City Council approved Resolution No. 2022-83 approving the franchise agreement between the City of Wharton and Waste Corporation of America to be effective October 1, 2022, and,

**WHEREAS,** The Wharton City Council wishes to amend the following:  
 Section 3.01 (a) General Specifications Residential Services Provided of the franchise agreement to reflect the residential curbside collection service;  
 Section 3.02 (a) General Specifications Commercial Services Provided to reflect the commercial collection service;  
 Section 3.04 (a) General Specifications Location of Bins and Bags for Collection to reflect placement of cart;  
 Section 4.06 General Specifications Office to reflect change of available office days;  
 Section 4.11 (g) General Specifications Contractor Performance Standards to reflect method to notify the City staff in regards to equipment breakdowns:  
 Exhibit A Option #1 change to residential and commercial cost per month to the City;  
 Exhibit B Proposed Rate for Other Services to reflect change in cost for Pay Pile pickups to the City: and,

**WHEREAS,** GFL and the City of Wharton wishes to be bound by the conditions 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 the agreement; and,

**WHEREAS,** This resolution is passed in accordance with said contract.

**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 to amend the following:  
 Section 3.01 (a) General Specifications Residential Services Provided of the

franchise agreement to reflect the residential curbside collection service;  
Section 3.02 (a) General Specifications Commercial Services Provided to reflect the commercial collection service;  
Section 3.04 (a) General Specifications Location of Bins and Bags for Collection to reflect placement of cart;  
Section 4.06 General Specifications Office to reflect change of available office days;  
Section 4.11 (g) General Specifications Contractor Performance Standards to reflect method to notify the City staff in regards to equipment breakdowns;  
Exhibit A Option #1 change to residential and commercial cost per month to the City;  
Exhibit B Proposed Rate for Other Services to reflect change in cost for Pay Pile pickups to the City, of the franchise contract between the City of Wharton and Green for Life.

**Section III.** That the effective date of the amendment will be the 1<sup>st</sup> day of October 2023.

**Section IV.** That the Mayor of the City of Wharton is hereby authorized to execute the contract amendment.

**Passed, Approved, and Adopted** this 24<sup>th</sup> day of July 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:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the City Staff to issue Requests for Proposals for a tax increment reinvestment zone administrator.
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With the progress being made with the development of Wharton 55, LLC, the City Staff requests that the City seek proposals for a Tax Increment Reinvestment Zone (TIRZ) administrator.

A few of the things the TIRZ administrator is responsible for are preparing a taxable value analysis, developing a cash flow model, preparing a financing plan as well as all necessary documentation.

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

The Finance Committee will meet on Monday, July 24, 2023, and will formulate a recommendation for City Council consideration.

City Manager: Joseph R. Pace	Date: Thursday, July 20, 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: July 19, 2023

Re: Proposals

With the progress being made with the development of Wharton 55, LLC, I am requesting that the City seek proposals for a Tax Increment Reinvestment Zone (TIRZ) administrator.

A few of the things the TIRZ administrator is responsible for are preparing a taxable value analysis, developing a cash flow model, preparing a financing plan as well as all necessary documentation.

Please place this on the Finance Committee agenda for Monday, July 24, 2023, and if approved forwarded to the City Council agenda for July 24, 2023.

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE CITY STAFF TO ISSUE REQUESTS FOR PROPOSALS FOR A TAX INCREMENT REINVESTMENT ZONE ADMINISTRATOR.**

**WHEREAS,** The Wharton City Council wishes to authorize the City Staff to issue Requests for Proposals for the procurement of a consultant(s) to provide administrative duties for the tax increment reinvestment zone; and,

**WHEREAS,** The Wharton City Council wishes to establish a Consultant Selection Committee to consist of the City Council Finance Committee, the Finance Director, and the Director of Planning & Development; 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 has authorized the City Staff to solicit Requests for Proposals for the procurement of a consultant(s) to provide administrative duties for the tax increment reinvestment zone.

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

**Passed, Approved, and Adopted** this 24<sup>th</sup> day of July 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:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing a credit limit increase of the City of Wharton's corporate credit limit with Prosperity Bank.
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Since the approval of several department heads being issued corporate credit cards, it is now necessary for there to be an increase in the total credit limit with Prosperity Bank. The current limit is \$7,500.00. The City Staff is requesting that the limit be increased to \$15,000.00.

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

City Manager: Joseph R. Pace	Date: Thursday, July 20, 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: July 18, 2023

Re: Corporate Credit Card limit

Since the approval of several department heads being issued Corporate credit cards, it is now necessary for us to increase our total credit limit with Prosperity Bank. The current limit is \$7,500. I am requesting the limit be increased to \$15,000.

Please place this on the City Council agenda for July 24, 2023, for approval.

Thank you.

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING A CREDIT  
LIMIT INCREASE OF THE CITY OF WHARTON'S CORPORATE CREDIT LIMIT  
WITH PROSPERITY BANK.**

**Resolved** that the City Council of the City of Wharton, Texas hereby authorizes the credit limit of the City of Wharton's Credit Card with Prosperity Bank be changed to \$15,000.00.

Effective July 24, 2023, the above limit will be changed on the City of Wharton's Corporate Credit Card.

**PASSED AND APPROVED** by the City Council of the City of Wharton, Texas this 24<sup>th</sup> day of July 2023.

**CITY OF WHARTON**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the City Staff to issue Requests for Proposals (RFP) for administrative services and establish a Consultant Selection Committee and develop evaluation criteria for the Selection of Administrative Services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).
<p>The City Council authorized hiring MPACT Strategic Consulting in November 2022 for administration services for the COG-MOD funding application and grant administration. The City staff began working with MPACT Strategic Consulting shortly thereafter on the submission of the application for funding, but MPACT Strategic Consulting resigned from the City shortly thereafter due to an implied conflict with the General Land Office. One of the Staff assigned to the City was a former GLO employee and MPACT did not want the City to have any conflicts due to this.</p> <p>The City Staff completed and submitted the application and has been working with the engineering firm that was selected, Ardurra Group, on any RFI's that have followed the application. It is the City Staff's recommendation that the City Council authorize the City Staff to re-issue Requests for Proposals (RFP) for administrative services and establish a Consultant Selection Committee for the program at this time, as the City Staff is anticipating the funds to be available in the near future.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 2023

**FROM:** Gwyneth Teves, Director of Planning and Development

**TO:** Joseph R. Pace, City Manager

**SUBJECT:** Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) Consultant Selection Committee for Administration Services

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The City Council authorized hiring MPACT Strategic Consulting in November 2022 for administration services for the COG-MOD funding application and grant administration. City staff began working with MPACT Strategic Consulting shortly thereafter on the submission of the application for the funding, but MPACT Strategic Consulting resigned from the City shortly thereafter due to an implied conflict from the General Land Office. One of the staff assigned to the City was a former GLO employee and MPACT did not want the City to have any conflicts due to this.

City staff was able to complete and submit the application and has been working with the engineering firm that was selected, Ardurra Group on any RFI's that have followed the application. It is my recommendation that the City Council authorize City Staff to re-issue requests for proposals (RFP) for administrative services and establish a consultant selection committee for the program at this time, as we are anticipating the funds to be available in the near future.

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



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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE CITY STAFF TO ISSUE REQUESTS FOR PROPOSALS (RFP) FOR ADMINISTRATIVE SERVICES AND ESTABLISH A CONSULTANT SELECTION COMMITTEE AND DEVELOP EVALUATION CRITERIA FOR THE SELECTION OF ADMINISTRATIVE SERVICES FOR THE REGIONAL COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION (COG-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO).**

**WHEREAS,** The Wharton City Council wishes to authorize City Staff to issue Requests for Proposals (RFP) for Administrative Services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO); and,

**WHEREAS,** The Wharton City Council wishes to establish a Consultant Selection Committee for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) and provide recommendations to the entire City Council; and,

**WHEREAS,** The Wharton City Council wishes the Consultant Selection Committee to consist of the City Council Finance Committee, the Finance Director, and the Director of Planning & Development; and,

**WHEREAS,** The Wharton City Council wishes for this Committee to exist until a recommendation is forwarded to the entire City Council; and,

**WHEREAS,** The Wharton City Council wishes to establish the criteria for selection of the consulting firm as per Attachment A.

**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 authorizes City Staff to issue Requests for Proposals (RFP) for Administrative Services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).

**Section II.** That the Wharton City Council hereby establishes the City Council Consultant Selection Committee.

**Section III.** That the Wharton City Council Consultant Selection Committee will consist of the City Council Finance Committee, the Finance Director, and the Director of Planning & Development.

**Section IV.** That the criteria as set forth in Attachment A is hereby approved.

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

**Passed, Approved, and Adopted** this 24th day of July 2023.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

DRAFT

**ATTACHMENT A  
 Administration Professional Services Rating Sheet**

Grant Recipient \_\_\_\_\_ Program(s) COG-MOD \_\_\_\_\_  
 Name of Respondent \_\_\_\_\_  
 Evaluator's Name \_\_\_\_\_ Date of Rating \_\_\_\_\_

**Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.**

**Experience**

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	5	_____
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	_____
3. Related experience/background with specific services:		
a. Administrative, construction management, and related acquisition	5	_____
b. Environmental review	5	_____
c. Buyout management (if not applicable score '0')	5	_____
4. References from current/past clients	5	_____
<b>Subtotal, Experience</b>	<b>30</b>	_____

**Work Performance**

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
<b>Subtotal, Performance</b>	<b>30</b>	_____

**Capacity to Perform**

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		
a. Administrative, construction management, and related acquisition	4	_____
b. Environmental review	4	_____
c. Buyout management (if not applicable score '0')	4	_____
2. Present and Projected Workloads	4	_____
3. Demonstrated understanding of scope of the COG-MOD Project(s), as appropriate	4	_____
<b>Subtotal, Capacity to Perform</b>	<b>20</b>	_____

**Proposed Cost**

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____
A = Lowest Proposal \$ _____ A ÷ B X 20 = Respondent's Score	20	_____
B = Respondent's Proposal \$ _____		

**TOTAL SCORE**

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
<b>Total Score</b>	<b>100</b>	_____

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

## CITY COUNCIL COMMUNICATION


Meeting Date:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving Amendment No. 1 for the HDR Professional Service Agreement for acquisition services for the City of Wharton’s I-69 Utility Relocation Project and authorizing the Mayor to execute all documents related to the amendment.
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On July 18, 2023, the City Staff received the Amendment No. 1 request from HDR for an increase of \$21,350.00 to the Professional Service Agreement executed on March 20, 2023, for the Acquisition Services for the City of Wharton’s I-69 Utility Relocation Project.

Additional funds are requested to cover the additional services required due to the change of scope by adding an additional easement to the project.

Attached is the Amendment and resolution.

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

City Manager: Joseph R. Pace	Date: Thursday, July 20, 2023
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** April 18, 2022

**FROM:** Gwyneth Teves, Director of Planning & Development

**TO:** Honorable Mayor and City Councilmembers, City Manager Mr. Pace, and City Attorney Paul Webb

**SUBJECT:** Request for Amendment No. 1 for the HDR Professional Services Agreement for Acquisition Services for the City of Wharton's I-69 Utility Relocation Project.

---

On July 18, 2023, I received Amendment No. 1 request from HDR for an increase of \$21,350 to the Professional Service Agreement executed on March 20, 2023, for the Acquisition Services for the City of Wharton's I-69 Utility Relocation Project.

Additional funds are requested to cover the additional services required due to the change of scope by adding an additional easement to the project.

Attached is the Amendment and resolution. It is my recommendation that the City Council approve the Amendment.

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

AMENDMENT TO SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES AGREEMENT NUMBER 1

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on March 20<sup>th</sup>, 2023 to perform engineering services for the City of Wharton I-69 Utility Relocate Easement Acquisition Services ("Project");

The City of Wharton desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and the City of Wharton do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section IV Compensation shall be replaced with the following:

Compensation for CONSULTANT'S services under this Agreement shall be on the basis of time and materials, not to exceed **Eighty-Five Thousand Four Hundred Dollars and Zero Cents (\$85,400.00)**. (Original Short Form Agreement amount is \$64,050.00 and amended amount for the additional services is \$21,350.00)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	CITY OF WHARTON ("CITY")
By: <u>David Weston</u>	By: <u>Tim Barker</u>
Title: <u>Vice President, Gulf Coast Manager</u>	Title: <u>Mayor</u>
Date: _____	Date: _____

**EXHIBIT A**  
**SCOPE OF SERVICES**

Scope of Work  
**General Information**

- 1.0 The general scope of work for 3 acquisition parcels and will include:
- 1.1 Right of Entry Services
  - 1.2 Title Services
  - 1.3 Negotiation Services
  - 1.4 Closing Services
  - 1.5 Initial Appraisal Services
  - 1.6 Initial Appraisal Review Services
  - 1.7 Pre-Hearing Condemnation Support Services
  - 1.8 Post-Hearing Condemnation Support Services

**Statement of Work**

- 1.1 Right of Entry Service
- 1.2.1 Prepare Right of Entries
  - 1.2.2 Request Right of Entries from property owners for property surveys and appraisal services.
- 1.2 Title Services
- 1.2.1 Secure preliminary title reports for each parcel from a CITY approved Title Company and secure title report updates when requested by CITY. Request title insurance from the Title Company if requested by CITY for parcels closing by Deed.
    - 1.2.1.1 The charges from the Title Company for the preliminary title reports, title insurance and closing costs will be paid by the CITY.
  - 1.2.2 Analyze preliminary title report to determine potential title problems, propose and inform CITY of methods to cure title deficiencies.
  - 1.2.3 Provide curative services necessary to provide clear title to the CITY.
  - 1.2.4 CONSULTANT has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms required to close parcels with clear title.
- 1.3 Negotiation Services
- 1.3.1 Analyze appraisal and appraisal review reports and confirm CITY's approved value prior to making offer for each parcel.
  - 1.3.2 Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-



## Return Receipt Requested (CMRRR).

- 1.3.3 Prepare the initial offer letter, purchase contract, and instruments of conveyance approved by CITY.
  - 1.3.4 The written offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of signed and unsigned CMRRR receipt.
  - 1.3.5 Respond to property owner inquiries verbally and in writing within five (5) business days.
  - 1.3.6 Prepare a negotiator contact report for each parcel, per contact, on CITY approved form.
  - 1.3.7 Original documents generated or received by CONSULTANT must be delivered to the CITY. Copies or working file documents may be kept by CONSULTANT. Maintain parcel files related to the purchase of the real property or property interests.
  - 1.3.8 Advise property owner of the Counteroffer process. Transmit to the CITY any written counteroffer from property owners including supporting documentation, and CONSULTANT's recommendation with regard to the counteroffer.
  - 1.3.9 Prepare the Final Offer letter and mail Final Offer letter.
  - 1.3.10 The written Final Offer and appraisal report must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- 1.4 Closing Services
- 1.4.1 CONSULTANT will provide closing services in conjunction with the Title Company and will be required to attend closings.
  - 1.4.2 Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be paid by CITY.
  - 1.4.3 CONSULTANT shall cause the recordation all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to the CITY OF WHARTON for acceptance by the CITY prior to recording. The recording fees and filing fees are paid by the CITY and should not be included in the CONSULTANT'S negotiated fee schedule.
- 1.5 Initial Appraisal Service
- 1.5.1 Appraisers must be approved by CITY staff.
  - 1.5.2 Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the CONSULTANT's ROW Manager in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the property owner by the Negotiation Agent and if applicable the Displacee by the Relocation Agent.

- 1.5.3 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
  - 1.5.4 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
  - 1.5.5 For the initial appraisal assignment, prepare appraisal report for each parcel to be acquired utilizing CITY approved forms. These reports shall conform to the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
  - 1.5.6 Completed appraisals will be approved by the CITY.
  - 1.5.7 CITY staff coordinates with CONSULTANT's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. CONSULTANT's review appraiser will then coordinate with the appraiser.
  - 1.5.8 As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 1.6 Appraisal Review Service
- 1.6.1 Review Appraiser must be approved by the CITY.
  - 1.6.2 Review appraisal reports acquired utilizing approved CITY forms for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with the Uniform Standards of Professional Appraisal Practices.
  - 1.6.3 Prepare and submit to CITY the appraisal review for each appraisal to be approved by CITY.
- 1.7 Pre-Hearing Condemnation Support Services
- 1.7.1 Upon receipt of a copy of the final offer letter, coordinate with CITY for an updated title commitment for Eminent Domain.
  - 1.7.2 Use the information from the Title Commitment to join all interested parties on CITY approved form.
  - 1.7.3 Upon completion of CITY's form, prepare an electronic packet containing the following documents: initial offer letter and delivery confirmation; final offer letter and delivery confirmation; updated title commitment; title back-up documents; contact logs; signed and sealed property description/plat, appraisal report; appraisal review (if completed); attorney representation letter (if applicable); appraisal acknowledgement receipt (if received); correspondence from the landowner or representatives, and any property records or documentation which are relevant to any unusual joiner or service issue. Submit packet to CITY.
  - 1.7.4 Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal, if requested by CITY.
  - 1.7.5 Upon receipt of packet prepared by the CITY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, review the documentation for

accuracy and confirm the original petition is ready to be filed by the City Attorney with the County Court at Law or other appropriate Court for a cause number to be assigned.

- 1.7.6 Record the Notice of Lis Pendens including the cause number in the County Clerk's Office. Mail a copy of the recorded Notice of Lis Pendens and e-filed petition to all joined parties (and their attorneys) via regular and certified mail return receipt requested.
  - 1.7.7 Coordinate with CITY Attorney and/or title company to verify all j parties were named in the petition and that no changes in title have occurred.
  - 1.7.8 Upon assignment of a court, follow-up on the Order Appointing Commissioners with the judge, retaining a copy of the Order for the file and mail a copy via regular mail and certified mail to all joined parties and their attorneys.
  - 1.7.9 Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners, Order Setting Hearing, and Notice of Hearing signed by the Commissioners.
  - 1.7.10 Send electronic documents to the CITY Attorney for e-filing with the court and obtain a file-marked copy for the file.
  - 1.7.11 If there is an increase in value due to the updated appraisal, prepare a revised final offer and send it to the fee owner and their attorney by CMRRR. A copy should also be sent to the CITY Attorney and any additional CITY Staff requested.
  - 1.7.12 Coordinate the hearing date with CITY Staff, CITY Attorney, Appraiser, three Commissioners, and a court reporter.
  - 1.7.13 After the Hearing is set, serve Notices of Hearing to the indicated parties at least twenty (20) days prior to the Special Commissioners Hearing.
  - 1.7.14 Coordinate a Pre-Hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with CITY Attorney, Appraiser, and CITY Staff.
  - 1.7.15 Once the notices have been served, send the notices for e-filing to the CITY Attorney and retain a copy for the file.
  - 1.7.16 Send a reminder letter via regular mail 2-3 weeks in advance to the CITY Attorney, Appraiser, three Commissioners, court reporter, and CITY Staff concerning Hearing date.
- 1.8 Post-Hearing Condemnation Support Services
- 1.8.1 Attend the Special Commissioners Hearing and prepare written summary of Special Commissioners Hearing and submit to CITY.
  - 1.8.2 Obtain the signatures of commissioners and hours for the commissioners on the Award of Commissioners and send to the CITY Attorney for e-filing with the court within 48 hours of the hearing. The Judge determines the amount paid to the Commissioners based on the hours included on the Award.
  - 1.8.3 Distribute electronic copies of the signed Award to CITY staff and joined party attorneys (if requested).
  - 1.8.4 Send a copy of the e-filed Award to the title company and request an updated title commitment.
  - 1.8.5 Send the Commitment and the file-marked Award to CITY Staff to obtain a check for deposit into the courts.
  - 1.8.6 Complete a Notice of Deposit form approved by the CITY and deposit CITY check in the

registry of the court. File a Notice of Deposit with the court and send via certified mail to each defendant (and their attorneys) notifying of the date of deposit.

- 1.8.7 Send an electronic copy of the filed Notice of Deposit and receipt to the CITY Staff.

**EXHIBIT B**  
**TERMS AND CONDITIONS**

## HDR Engineering, Inc. Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

### 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

### 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

### 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

### 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

## 18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional

standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

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**20. FORCE MAJEURE**

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.



**EXHIBIT C**  
**FEE STRUCTURE**

EXHIBIT "C"  
FEE STRUCTURE  
March 14, 2023

STAFF TITLE	PER HOUR RATES
Real Estate Project Manager	\$193.00
Real Estate Appraiser (Review)	\$182.00
Negotiation Agent I	\$103.00
Negotiation Agent II	\$134.00
Negotiation Agent III	\$149.00
Technical Assistant I	\$72.00
Technical Assistant II	\$94.00
Technical Assistant III	\$104.00
ED Coordinator	\$208.00
Senior Admin	\$134.00

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AMENDMENT NO. 1 FOR THE HDR PROFESSIONAL SERVICE AGREEMENT FOR ACQUISITION SERVICES FOR THE CITY OF WHARTON'S I-69 UTILITY RELOCATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO THE AMENDMENT.**

**WHEREAS,** The Wharton City Council wishes to approve Amendment No. 1 for the HDR Professional Service Agreement for Acquisition Services for the City of Wharton's I-69 Utility Relocation Project; and,

**WHEREAS,** The additional funds are requested due to adding an additional easement acquisition to the scope of services; and,

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

**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 Amendment No. 1 for the HDR Professional Service Agreement for Acquisition Services for the City of Wharton's Amendment No. 1 for the HDR Professional Service Agreement for Acquisition Services for the City of Wharton's I-69 Utility Relocation Project.

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

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

**Passed, Approved, and Adopted** this 24th day of July 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:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving Change Order No. 1 for surface preparation and coating of the channel with C3 Constructors, LLC for the WWTP #1 Headworks and Coarse Screen Replacement Project and authorizing the Mayor to execute all documents related to said Change Order.
<p>C3 Constructors, LLC was awarded the contract for the WWTP #1 Headworks and Coarse Screen Replacement Project on July 11, 2022. Upon removal of the existing coarse screen for replacement it was discovered that the channel was not coated under the equipment. Prior to putting the new coarse screen in place, it is the recommendation of the contractor and engineers to fully recoat the channel.</p> <p>Attached is the recommendation and Change Order 1 from Quiddity in the amount of \$39,655.00. This project is being funded by the ARPA funds and there are available funds to allow for this change order.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 2023

**FROM:** Gwyneth Teves, Director of Planning & Development

**TO:** Honorable Mayor and City Council

**SUBJECT:** Change Order No. 1 for surface preparation and coating of the channel with C3 Constructors, LLC for the WWTP #1 Headworks and Coarse Screen Replacement Project

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C3 Constructors, LLC was awarded the contract for the WWTP #1 Headworks and Coarse Screen Replacement Project on July 11, 2022. Upon removal of the existing coarse screen for replacement it was discovered that the channel was not coated under the equipment. Prior to putting the new coarse screen in place, it is the recommendation of the contractor and engineers to fully recoat the channel.

Attached is the recommendation and Change Order 1 from Quiddity in the amount of \$39,655.00. This project is being funded by the ARPA funds and there are available funds to allow for this change order.

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



6330 West Loop South, Suite 150  
 Bellaire, Texas 77401  
 Tel: 713.777.5337  
 www.quiddity.com

**CHANGE ORDER NO. 002**



DATE: July 10, 2023

<b>Project:</b> Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement	<b>Quiddity Job No.:</b> 05135-0238-00
<b>Owner:</b> City of Wharton	<b>Contractor:</b> C3 Constructors, LLC

**Description of Changes:** The Contractor is to perform surface preparation and recoating of the concrete walls at the headworks mechanical coarse screen channel.

**Reason for Changes:** When the existing screen was removed, there were portions of the concrete walls that were uncoated and needed to be touched up. The unknown and compromised state of the existing coatings required a full removal and replacement of all coating material in the channel, as the applicator was not willing to fully warranty any partial repair or touch-up work.

<u>Summary of Changes:</u>	<u>PRICE</u>	<u>TIME</u>
Original Contract:	\$438,000.00	330 Calendar Days
Net previous change(s):	\$11,987.00	56 Calendar Days
Contract prior to this change order:	\$449,987.00	386 Calendar Days
Net increase from this change order:	\$39,655.00	0 Calendar Days
Revised Contract Amount:	\$489,642.00	386 Calendar Days
Cumulative % Change in Contract:	11.79 %	16.97 %
Substantial Completion Date:	Original: August 15, 2023	Revised: October 10, 2023
Final Completion Date:	30 Calendar Days from Substantial Completion Date	

<b>APPROVED BY:</b> City of Wharton	<b>RECOMMENDED BY:</b> Quiddity Engineering, LLC
_____	
Representative	Samuel Franz Werner, PE
_____	7/10/2023
Date	Date
	<b>ACCEPTED BY:</b> C3 Constructors, LLC
	
	Representative
	7/10/2023
	Date
<b>Enclosures:</b> Attachment No. 001; PCO No. 003	

K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla\3 Construction Phase\Contract Documents\5 - Change Orders\Wharton WWTP #1 HW Coarse Screen Replacement CO #2 20230710.xlsx

**Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement  
City of Wharton**

The Contractor is directed to furnish all materials, labor, equipment, and subcontractors to perform surface preparation and recoating of the concrete walls at the headworks mechanical coarse screen channel.

To implement payment for this work, the following revision is made to the Items/Quantity Sheets:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Revised Unit Price</u>	<u>Bid Quantity</u>	<u>Revised Quantity</u>	<u>Previous Amount</u>	<u>Revised Amount</u>	<u>Net Change</u>
7	Remove existing coating material, repair as needed with up to 1" thick cementitious material, and apply 100 mils of 100% solids epoxy coating to the headworks mechanical coarse screen channel concrete walls, including shrouding, containment, and clean up.	L.S.	\$0.00	\$39,655.00	0.0	1.0	\$0.00	\$39,655.00	\$39,655.00

NET INCREASE IN  
CONTRACT PRICE \$39,655.00

**There is no change to the Contract Period of Performance.**

C3 Constructors  
 502 W. Montgomery #515  
 Willis, Texas 77378

Phone: 936-429

Item-12.

PCO No. 003



**PROJECT:** WWTP No.1 Headworks  
 Coarse Screen Replacement

**DATE:** 6/9/2023

**TO:** Quiddity Engineering, LLC  
 6330 W Loop S Suite 150  
 Bellaire, TX 77401

**PHONE:** 830-203-6630

**ATTENTION:** Nathan Walton

WE ARE SENDING:		SUBMITTED FOR:		ACTION TAKEN:	
<input type="checkbox"/>	Shop Drawings / Product Data	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Approved as Submitted
<input type="checkbox"/>	Letter	<input checked="" type="checkbox"/>	Your Use	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Prints	<input type="checkbox"/>	As Requested	<input type="checkbox"/>	Returned
<input type="checkbox"/>	Change Order	<input checked="" type="checkbox"/>	Review and Comment	<input type="checkbox"/>	Resubmit
<input type="checkbox"/>	Plans	<input type="checkbox"/>		<input type="checkbox"/>	Submit
<input type="checkbox"/>	Samples	<b>SENT VIA:</b>		<input type="checkbox"/>	Returned After Loan
<input type="checkbox"/>	Specifications	<input checked="" type="checkbox"/>	Attached	<input type="checkbox"/>	Returned for Corrections
<input checked="" type="checkbox"/>	Other :	<input type="checkbox"/>	Separate Cover Via	<input type="checkbox"/>	Due Date:

ITEM NO.	COPIES	DOC TYPE	DESCRIPTION	STATUS
1	1	PCO	PCO No. 3 - Influent Channel Coatings	OPEN

Please see the below PCO for the Influent Channel Coatings.

Due to the condition of the existing coatings and having no knowledge of what material has been used C3 Constructors and A&H Coatings are very hesitant to perform and warranty patching the exposed concrete areas. A&H Coatings recommending that a complete blast and re-coat is performed in order to prevent any premature failure of the coatings system.

Signed: Billy Wade  
 Billy Wade



6/9/2023

C3 Constructors - Job # 2210  
 WWTP No. 1 Headworks Coarse Screen  
 QE Project No. 05135-0238-00

ITEM NO.	DESCRIPTION	QTY	UNIT	LABOR		NON-TAXED MATERIAL		EXTRA UNIT		EQUIPMENT		SUBCONTRACTOR	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Surface preparation and Coatings of Concrete Influent Channel											\$ 35,000.00	\$ 35,000.00
SUMMARY				1	2	3	4	5					
A	DIRECT COST SUBTOTAL				0.00	0.00	0.00	0.00	0.00	0.00			35,000.00
B	LABOR BURDEN @ 55%				0.00		N/A	N/A		N/A			N/A
C	TAX @ 8.25%				N/A		N/A	N/A		0.00			N/A
D	SUBTOTAL 2 (A+B+C)				0.00	0.00	0.00	0.00	0.00	0.00			35,000.00
E	SMALL TOOLS @ 5% (.05xD)				0.00		N/A	N/A		N/A			N/A
F	SUBTOTAL (D+E)				0.00	0.00	0.00	0.00	0.00	0.00			35,000.00
G	EQUIPMENT BURDEN @ 50% (.50xF)				N/A		N/A	N/A		0.00			N/A
H	SUBTOTAL (F+G)				0.00	0.00	0.00	0.00	0.00	0.00			35,000.00
I	O&P Subs @ 10% (0.1xO)				N/A		N/A	N/A		N/A			3,500.00
J	SUBTOTAL 3 (H)				0.00	0.00	0.00	0.00	0.00	0.00			38,500.00
K	OH&P 15% (Self Perform G+I)				0.00		0.00	N/A		N/A			N/A
L	SUBTOTAL 4 (J+K)				0.00	0.00	0.00	0.00	0.00	0.00			38,500.00
M	BONDS (1%) & INSURANCE (2%)				0.00		0.00	0.00	0.00	0.00			1,155.00
N	SUBTOTAL (L+M)				0.00	0.00	0.00	0.00	0.00	0.00			39,655.00
TOTAL BASE BID (J1+J2+J3+J4+J5)						<b>\$39,655.00</b>							
				BUDGETS									
				ORIGINAL	REVISED	CHANGE	<b>Final Change Order Amount · \$39,655.00</b>						

# A&H COATING SERVICES, LLC

(832) 492-4930 \* anhservices@yahoo.com

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Item-12.

Date: 6-9-23

To: C3 Constructors  
Attn: Bill Wade

Re: City of Wharton WWTP – Concrete Coatings

Bill,

We are pleased to provide you with the lump sum price of **\$35,000.00** for the above referenced project for the surface preparation and coatings for the concrete pit. Price does include shrouding.

Price includes removal of existing coatings, up to 1" cementitious build up to bring surface back smooth and 100 mils of 100% solids epoxy.

These prices are for the surface preparation and coatings per plans and specs for this project.

This price includes all materials, labor, workmanship, supervision and insurance.

Thank you for this opportunity and if you have any questions please do not hesitate to contact me.

**Allen Lott**  
(832) 492-4930

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 C3 Constructors, LLC  
 Willis, TX United States

**Certificate Number:**  
 2023-1043845

**Date Filed:**  
 07/10/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 The City of Wharton, Texas

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 05135-0238-00  
 Change Order No. 3 - Complete Blast, and Recoat of Bar Screen Influent Channel.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Wharton	Wharton, TX United States	X	

**5 Check only if there is NO Interested Party.**

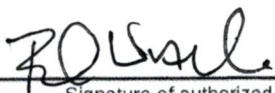
**6 UNSWORN DECLARATION**

My name is Billy Wade, and my date of birth is 8/9/1978.

My address is 12291 Rose Rd., Willis, TX, 77378, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Texas, on the 10th day of July, 20 23.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING CHANGE ORDER NO. 1 FOR SURFACE PREPARATION AND COATING OF THE CHANNEL WITH C3 CONSTRUCTORS, LLC FOR THE WWTP #1 HEADWORKS AND COARSE SCREEN REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CHANGE ORDER.**

**WHEREAS,** The Wharton City Council wishes to approve Change Order No. 1 for surface preparation and coating of the channel with C3 Constructors, LLC for the WWTP #1 Headworks and Coarse Screen Replacement Project; and,

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

**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 Change Order No. 1 for surface preparation and coating of the channel with C3 Constructors, LLC for the WWTP #1 Headworks and Coarse Screen Replacement Project.

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

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

**Passed, Approved, and Adopted** this 24th day of July 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:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council awarding a contract for the Texas Community Development Block Grant – Downtown Revitalization Program/Main Street (TXCDBG-DRP/MS) Sidewalk Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
<p>On July 18, 2023, proposals were received for the Construction of the Texas Community Development Block Grant – Downtown Revitalization Program/Main Street (TXCDBG-DRP/MS) Sidewalk Project.</p> <p>KSA Engineering is reviewing the submitted proposals and will provide a recommendation of award prior to the City Council Meeting.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 19, 2023

**FROM:** Gwyneth Teves, Director of Planning & Development

**TO:** Honorable Mayor and City Council

**SUBJECT:** Construction of the Texas Community Development Block Grant –  
Downtown Revitalization Program/Main Street (TXCDBG-DRP/MS)  
Sidewalk Project

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On July 18<sup>th</sup>, 2023, proposals were received for the Construction of the Texas Community Development Block Grant – Downtown Revitalization Program/Main Street (TXCDBG-DRP/MS) Sidewalk Project.

KSA Engineering is reviewing the submitted proposals and will provide a recommendation of award prior to the City Council Meeting.

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

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDING A CONTRACT FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT – DOWNTOWN REVITALIZATION PROGRAM/MAIN STREET (TXCDBG-DRP/MS) SIDEWALK PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** Proposals were received for the Texas Community Development Block Grant – Downtown Revitalization Program/Main Street (TXCDBG-DRP/MS) Sidewalk Project on July 18, 2023; and,

**WHEREAS,** \_\_\_\_\_ was deemed the best lowest qualified bidder for the base bid amount of \$\_\_\_\_\_ ; and,

**WHEREAS,** The Wharton City Council wishes to award a contract to \_\_\_\_\_ for the base bid amount of \$\_\_\_\_\_ ; and,

**WHEREAS,** The City of Wharton and \_\_\_\_\_ wish 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 the contract.

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

**Section I.** The Wharton City Council hereby authorizes the Mayor to execute the Texas Community Development Block Grant – Downtown Revitalization Program/Main Street (TXCDBG-DRP/MS) Sidewalk Project contract.

**Section II.** The City of Wharton and \_\_\_\_\_ are hereby bound by the conditions as set forth in the contract.

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

**Passed, Approved, and Adopted** this 24<sup>th</sup> day of July 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:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving and ratifying a proposal for surveying services for the F.M. 1301 Extension Railroad Overpass between the City of Wharton and Huitt-Zollars and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement.
<p>The F.M. 1301 Extension construction has begun and is in progress. As a part of the construction process, the contractor performed an initial construction survey and staking and found a possible discrepancy in the overpass elevations due to the addition of a second track by Kansas City Southern.</p> <p>It is required by TxDOT to have the design team survey and verify that the additional track will not impact the current design or make any changes necessary to the original design. To eliminate additional overhead costs, the City is contracting directly with Huitt-Zollars, who is the surveyor of the original design team, and to keep any additional delays from occurring to the project, Mr. Pace, City Manager, executed the proposal and we are requesting that the City Council ratify the proposal.</p> <p>The additional services are a lump sum of \$15,565.00 and the executed proposal and resolution to ratify the proposal are attached.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			





# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 2023  
**FROM:** Gwyneth Teves, Director of Planning & Development  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** FM 1301 Extension Additional Survey

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The FM 1301 Extension construction has begun and is in progress. As a part of the construction process, the contractor performed an initial construction survey and staking and found a possible discrepancy in the overpass elevations due to the addition of a second track by Kansas City Southern.

It is required by TxDOT to have the design team survey and verify that the additional track will not impact the current design or to make any changes necessary to the original design. To eliminate additional overhead costs, the City is contracting directly with Huitt-Zollars, who is the surveyor of the original design team, and to keep any additional delays from occurring to the project, Mr. Pace, City Manager, executed the proposal and we are requesting that the City Council ratify the proposal.

The additional services are a lump sum of \$15,565.00 and the executed proposal and resolution to ratify the proposal are attached.

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



July 5, 2023

Gwyneth Teves  
 Director of Planning and Zoning  
 City of Wharton  
 120 E. Caney Street  
 Wharton, Texas 77488

Re: Proposal for Professional Services  
 FM 1301 Rail Road track elevations

Dear Ms. Teves:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional surveying services to the City of Wharton (client) to prepare an exhibit of the top of rail elevations of the two sets of tracks at the intersection of proposed Farm-To-Market Road No. 1301 west of Texas 60 (Richmond Road) (Project).

Our proposal is based upon the scope of services, compensation, schedule, terms and conditions, and attachments contained herein.

#### SCOPE OF SERVICES

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##### 1.0 Basic Services

Huitt-Zollars shall:

- Obtain top of rail elevations for two sets of tracks for 1,000 feet each side of the proposed intersection at 100-foot intervals
- Prepare an exhibit reflecting the top of rail elevations

##### 2.0 Deliverables

Shall be provided to the Client:

- A signed and sealed exhibit of the top of track elevations

#### COMPENSATION

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##### 1.0 Total Estimated Budget

The Scope of Services above shall be completed for \$15,565.00 (Lump Sum), plus applicable sales tax.

##### 2.0 Reimbursable Expenses

No reimbursable expenses are anticipated.

##### 3.0 Additional Services

Services not mentioned in the above Scope of Services can be completed on a "Time and Materials" basis in accordance with the attached Professional Fees and Charges Hourly Rate Sheet or a mutually agreed upon lump sum fee with prior written approval from the Client. These services can include, but will not be limited to the following:



1. Services not included in the Basic Services

**SCHEDULE**

The Scope of Services above shall be completed within two weeks of authorization to proceed.

**TERMS & CONDITIONS**

Following are the Terms and Conditions that will apply to this Agreement between Huitt-Zollars, Inc. (HZI) and City of Wharton (Client):

**1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this Letter Agreement for services shall be authorization by the Client for HZI to proceed with the work. This Agreement represents the entire understanding of Client and HZI as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

**2. OPINION OF PROBABLE CONSTRUCTION COSTS**

It is recognized that neither HZI nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, HZI cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by HZI.

**3. STANDARD OF CARE**

Services performed by HZI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, at the same time and under similar conditions (the "Standard of Care"). HZI shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. HZI shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

**4. TIME OF PERFORMANCE**

Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.

**5. TAXES**

All taxes due for services rendered, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

**6. BILLING AND PAYMENT**

HUITT-ZOLLARS, INC.

2



The Client, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify HZI in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

In the event any invoice or portion thereof is disputed by Client, Client shall notify HZI within ten (10) calendar days of receipt of the invoice in question, and Client and HZI shall work together to resolve the matter within forty-five (45) days of its being called to HZI's attention. If resolution of the matter is not attained within forty-five (45) calendar days, HZI may suspend or terminate this Agreement.

**7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor HZI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and HZI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project. This mutual waiver shall survive termination or completion of this Contract.

**8. TERMINATION/SUSPENSION**

If the Client fails to make payments to HZI in accordance with this Agreement, such failure shall be considered substantial breach and cause for termination or, at HZI's option, cause for suspension of performance of services under this Agreement. If HZI elects to suspend services, HZI shall give seven days' written notice to the Client before suspending services. In the event of a termination of this Agreement or suspension of services, HZI shall have no liability to the Client or any third party for delay or damage caused by or related in any way to the Client because of such suspension of services. Before resuming services, the Client shall pay HZI all sums due prior to suspension, interest at 1.5% per month and any expenses incurred in the interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project, HZI shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, HZI shall be compensated for expenses incurred in the interruption and resumption of HZI's services. HZI's fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of HZI, HZI may terminate this Agreement by giving not less than seven days' written notice.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.



**9. ADDITIONAL SERVICES**

Any services beyond those specified herein will be provided for separately under a mutually agreed upon written authorization from the Client including the additional Scope of Services, Additional Fees and revised Schedule.

**10. GOVERNING LAW AND JURISDICTION**

The laws of the State where the Project is located will govern the validity of this Agreement. Any action or proceeding arising from or pertaining to this Agreement shall be brought in a state or federal court of that State and in the county in which the Project is located. The parties shall not challenge the law to be applied, the venue or jurisdiction so long as such action or proceeding is brought in accordance and compliance with this Article 10.

**11. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES**

Both parties acknowledge that HZI's scope of services does not include any services related to the discovery of or presence of any hazardous or toxic materials. In the event HZI or any other party encounters any hazardous or toxic materials, or should it become known to HZI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HZI's services, HZI may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

**12. CONSTRUCTION OBSERVATION**

If Construction Phase Services are part of this Agreement, HZI shall visit the site at intervals agreed to in writing by the Client and HZI in order to observe the progress and quality of the portion of the Work that is the subject of this Agreement completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HZI to become generally familiar with the Work in progress and to determine, in general, if the portion of the Work that is the subject of this Agreement is proceeding in accordance with the Contract Documents. Based on these general observations, HZI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by HZI as Additional Services in accordance with the terms of this Agreement. Whether periodic, more extensive or full-time project representation is provided, HZI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. HZI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HZI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.



### **13. JOBSITE SAFETY**

Neither the HZI activities of HZI, nor the presence of HZI or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HZI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

The Client also agrees that the Client, HZI and HZI's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. The Client shall furnish to HZI certificates of insurance from the General Contractor evidencing the required coverage specified above. The certificates shall include a provision that HZI shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage. Proof of such insurance in the form of a standard Accord certificate shall be sent to the Client and HZI prior to the General Contractor commencement of construction.

### **14. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION**

Client shall be responsible for, and HZI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or on behalf of Client or any of its other consultants to HZI. HZI may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HZI due to changes in or the incorrectness of information provided by or on behalf of the Client or any of its other consultants shall be compensable to HZI as Additional Services.

### **15. COPYRIGHTS AND LICENSES**

Prior to HZI providing to the Client any Instruments of Service in electronic form or the Client providing to HZI any electronic data for incorporation into the Instruments of Service, the Client and HZI shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

HZI grants to the Client a nonexclusive revocable license to use HZI's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 6. HZI shall obtain similar nonexclusive temporary licenses from HZI's subconsultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service subject to any protocols established solely and exclusively for use in performing services or construction for the Project.



In the event the Client uses the Instruments of Service for another project and without retaining the authors of the Instruments of Service, the Client releases HZI and HZI's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless HZI and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Client rightfully terminates this Agreement for cause under Section 8.

Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to HZI and HZI's subconsultants.

#### **16. SEVERABILITY**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and HZI, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **17. ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HZI as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **18. INSURANCE**

HZI shall maintain the following insurance until termination of this Agreement EXCEPT HZI Liability as defined below:

- Commercial General Liability with policy limits of One Million Dollars (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used by HZI with a policy limit of One Million Dollars (1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- Workers' Compensation at statutory limits.
- Professional Liability covering negligent acts, errors and omissions in the performance of HZI services with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. HZI shall maintain this professional liability insurance during the term of this Agreement and, if



reasonably commercially available, for three (3) years after the Date of Substantial Completion of the construction of the portion of the Work which is the subject of this Agreement.

- **Additional Insured Obligations.** To the fullest extent permitted by law, HZI shall cause the policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by HZI negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- If requested, HZI shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 17.

#### 19. COMPLIANCE WITH LAWS

HZI shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in force and effect prior to the issuance of the applicable construction permit. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by HZI and which result in a substantive change to the construction documents, HZI shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

#### 20. DISPUTE RESOLUTION

If any claim or dispute cannot be resolved between the Project Managers for the parties, or through negotiations between the chosen executives of each of the parties, then the parties shall attempt to resolve the dispute through non-binding mediation which shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. The non-binding mediation process is agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Agreement.

The costs and expenses of the Mediator shall be shared equally by the parties. If the matter has not been resolved utilizing the processes set forth above and the parties are unwilling to accept the non-binding decision of the Mediator, either or both parties may elect to pursue resolution through litigation. **IT IS FURTHER AGREED THAT ANY LEGAL ACTION BETWEEN THE CLIENT AND HZI ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COURTS OF THE STATE AND COUNTY WHERE THE PROJECT IS LOCATED WITHOUT A JURY.**

#### 21. CONFIDENTIALITY

HZI recognizes Client's interests in its confidential financial, programming, operational, and strategic information. Accordingly, Client will designate documents or transmittals of such information as confidential or proprietary and HZI shall segregate and not disclose such documents or transmittals or





the specific content therein to any third parties except only as authorized by Client, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.

**22. USE OF SUBCONSULTANTS**

HZI may employ such consultants, engineers, or other subcontractors (collectively, "Subconsultants") as it deems necessary or advisable in the performance of its obligations hereunder; provided HZI must obtain Client's prior written consent to the use of each Subconsultant, which consent shall not be unreasonably withheld. HZI will require each Subconsultant to be bound to HZI by the terms of this Agreement to the same extent that HZI is bound to Client.

**23. THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HZI. HZI's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against HZI because of this Agreement or the performance or nonperformance of services hereunder. The Client and HZI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**24. AUTHORITY TO EXECUTE THIS AGREEMENT:**

In executing this Agreement, HZI and Client each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate authority to execute this Agreement, and perform the Services described herein.

**25. COUNTERPARTS, ELECTRONIC SIGNATURES**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

***THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY***



26. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HZI AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING THROUGH OR UNDER CLIENT, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS PROJECT OR AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE AND HZI ERRORS AND OMISSIONS), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY HZI.

**AUTHORIZATION:**

By signing this letter and returning it to our office, you acknowledge your acceptance of this proposal, which constitutes a contract for professional services. We will schedule the above services as soon as we receive your written authorization.

I am looking forward to participating in this project, and if you have any comments or questions about any aspect of this proposal, please do not hesitate to give me a call.

Sincerely,

HUITT-ZOLLARS, INC.

Ric Vazquez, R.P.L.S.  
Survey Manager

Gregory R. Wine, P.E., LEED AP  
Executive Vice President

Accepted and Approved for  
City of Wharton

Signature

Joseph R. Pace

Printed Name

City Manager

Title

July 10, 2023

Date

Enclosure: Hourly Rate Sheet

# HUITT-ZOLLARS

## Houston

2023

### HOURLY RATE SHEET

#### Engineering/Architecture

Principal	\$ 310.00
Design Principal	\$ 310.00
Sr. Project Manager	\$ 285.00
QA Manager	\$ 250.00
Project Manager	\$ 240.00
Sr. Civil Engineer	\$ 250.00
Sr. Structural Engineer	\$ 270.00
Sr. Mechanical Engineer	\$ 250.00
Sr. Electrical Engineer	\$ 250.00
Civil Engineer	\$ 195.00
Structural Engineer	\$ 195.00
Mechanical Engineer	\$ 180.00
Electrical Engineer	\$ 180.00
Plumbing Engineer	\$ 180.00
Engineer Intern	\$ 150.00
Sr. Architect	\$ 250.00
Sr. NL Architectural Staff	\$ 155.00
Architect	\$ 165.00
Architect Intern 1	\$ 105.00
Architect Intern 2	\$ 125.00
Architect Intern 3	\$ 155.00
NL Architectural Staff	\$ 130.00
Sr. Landscape Architect	\$ 195.00
Landscape Architect	\$ 155.00
Landscape Architect Intern	\$ 115.00
Sr. Planner	\$ 300.00
Planner	\$ 165.00
Planner Intern	\$ 130.00
Sr. Designer	\$ 175.00
Designer	\$ 140.00
Sr. CADD Technician	\$ 160.00
CADD Technician	\$ 110.00

#### Interior Design

Sr. Interior Designer	\$ 160.00
Interior Designer	\$ 125.00
Interior Designer Intern	\$ 100.00

#### Survey

Survey Manager	\$ 215.00
Sr. Project Surveyor	\$ 200.00
Project Surveyor	\$ 150.00
Sr. Survey Technician	\$ 130.00
Survey Technician	\$ 120.00

#### Survey Crews

1-Person Survey Crew	\$ 120.00
2-Person Survey Crew	\$ 180.00
3-Person Survey Crew	\$ 210.00

#### Construction

Sr. Construction Manager	\$ 210.00
Construction Manager	\$ 195.00
Resident Engineer	\$ 185.00
Sr. Project Representative	\$ 200.00
Resident Project Representative	\$ 140.00

#### Administrative

Sr. Project Support	\$ 110.00
Project Support	\$ 90.00

#### Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AND RATIFYING A PROPOSAL FOR SURVEYING SERVICES FOR THE F.M. 1301 EXTENSION RAILROAD OVERPASS BETWEEN THE CITY OF WHARTON AND HUITT-ZOLLARS AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** The City of Wharton City Council wishes to ratify and approve the proposal for surveying between the City of Wharton and Huitt-Zollars; and,

**WHEREAS,** The proposal is for surveying the railroad overpass design for F.M. 1301 Extension; and,

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

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

**SECTION I.** The Wharton City Council hereby ratifies and approves the proposal for surveying between the City of Wharton and Huitt-Zollars.

**SECTION II.** The Wharton City Council hereby authorizes the City Manager of the City of Wharton to execute all documents related to said proposal.

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

**PASSED, APPROVED, and ADOPTED** this 24<sup>th</sup> day of July 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:	7/24/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council terminating the agreement between the City of Wharton and Insituform Technologies, LLC for the construction of Wharton S. East Avenue Sanitary Sewer Rehabilitation Project.
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The City Council authorized a contract with Insituform Technologies, LLC on February 14, 2022. There have been numerous delays and issues during the contract period. Insituform has issued the attached letter outlining their work delays and problems with the project and has requested a change order or termination by convenience of the contract.

At this time, due to the inability to issue any additional change orders of cost changes under the grant contract with the Texas Department of Agriculture, it is the City Staff's recommendation to terminate the contract by convenience to allow the remainder of the work to be re-bid and completed within the grant contract time.

Attached are the request from Insituform for termination, a draft letter from the Mayor approving the termination, and a draft resolution.

These documents have been reviewed by the City Attorney and are recommended for approval.

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

City Manager: Joseph R. Pace	Date: Thursday, July 20, 2023
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 2023  
**FROM:** Gwyneth Teves, Director of Planning & Development  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** Termination of Contract for Convenience

---

The City Council authorized a contract with Insituform Technologies, LLC on February 14, 2022. There have been numerous delays and issues during the contract period. Insituform has issued the attached letter outlining their work delays and problems with the project and have requested a change order or termination by convenience of the contract.

At this time, due to the inability to issue any additional change orders of cost changes under the grant contract with Texas Department of Agriculture it is my recommendation to terminate the contract by convenience to allow the remainder of the work to be re-bid and completed within the grant contract time.

Attached are the request from Insituform for termination, a draft letter from the Mayor approving the termination and a draft resolution. These documents have been reviewed by the City Attorney and are recommended for approval.

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



## City of Wharton

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

Re: Response to Termination for Convenience Request  
Construction of S. East Avenue Sanitary Sewer Rehabilitation (the "Project")  
City of Wharton  
JC Job No. 05135-0236-00; TxCDBG Contract# 7220499

Mr. Gabrysch,

I am writing in response to your request to terminate the Construction of S. East Avenue Sanitary Sewer Rehabilitation, City of Wharton, JC Job No. 05135-0236-00; TxCDBG Contract# 7220499 for convenience, as outlined in your letter dated April 21, 2023, to Mr. Breazeale of Quiddity Engineering.

First and foremost, I would like to express my appreciation for your dedication and efforts throughout the duration of the project. Your team's professionalism and commitment have been commendable, and we acknowledge the progress made on the project.

After careful review of your request and considering the circumstances you have presented, we understand the rationale behind your desire to terminate the contract for convenience. While we regret that we are unable to continue the project as planned, we respect your decision and understand the challenges that have led to this outcome.

In accordance with the terms and conditions of the Contract, we accept your request for termination for convenience. We recognize the impact this decision may have on both parties and assure you that we will cooperate fully to facilitate a smooth and orderly transition.

To ensure a proper closure of the project, we do request that you contact Quiddity to discuss the remaining deliverables, outstanding payments, and any other necessary arrangements. We believe it is in the best interest of both parties to handle the completion of the project in a collaborative manner.

In closing, we would like to express our gratitude for the opportunity to work together and our regret that circumstances have led to this termination. We hope that this decision will not tarnish the professional relationship we have built and that our paths may cross again in the future.

Should you have any questions or require further information, please do not hesitate to contact Mr. Breazeale with Quiddity.

Sincerely,

Tim Barker  
Mayor

April 21, 2023

VIA EMAIL ([mbreazeale@quiddity.com](mailto:mbreazeale@quiddity.com))

Matt B. Breazeale  
Director of Business Development  
Quiddity Engineering  
2322 W. Grand Parkway North, Suite 150  
Katy, Texas 77449

**Re: CHANGE ORDER PROPOSAL**  
**Construction of S. East Avenue Sanitary Sewer Rehabilitation (the “Project”)**  
**City of Wharton**  
**JC Job No. 05135-0236-00; TxCDBG Contract# 7220499**

Mr. Breazeale:

Insituform Technologies, LLC submits this letter in furtherance of its March 28, 2023, revised Change Order Proposal (the “Proposal”) requesting \$133,738 and in response to your emails dated April 12 and 14, 2023, rejecting the Proposal and offering \$42,310<sup>1</sup>. While Insituform appreciates the City of Wharton’s (“Wharton”) offer of \$42,310, the denial of the full amount of Insituform’s Proposal is unjustified. The offer severely and unreasonably undervalues the merits of Insituform’s claim, the amount Insituform is rightly owed, and Wharton’s exposure with respect to the same.

Insituform’s Proposal was necessitated by substantial project delays, disruptions, and changed conditions – none of which were caused by Insituform. As such, and for the reasons discussed below, Insituform maintains its request for the full amount of the Proposal. In the event Wharton cannot agree to the full amount, Insituform respectfully requests Wharton terminate the contract for convenience.

Because there is no dispute or outstanding questions regarding the items making up Wharton’s \$42,310 offer, this letter addresses the balance of Insituform’s claim only. The balance of Insituform claim is \$100,628 and is broken down as follows:

Item	Description	UoM	Quantity	Bid Price	Extended
CO1.1	Material, Labor, CCTV Mobilization Increases	LS	1	\$45,000	\$45,000
CO1.5	Mobilization - Point Repair Crew	LS	1	\$3,500	\$3,500
CO1.6	Traffic Control for Point Repairs	LS	1	\$2,800	\$2,800
CO1.7	Point Repair 24" 10LF 16' deep	EA	1	\$16,500	\$16,500
CO1.9	Cement stabilized backfill	Ton	130	\$40	\$5,200
CO1.10	2" Asphalt Pavement	SY	40	\$70	\$2,800
CO1.11	Bypass for point repair	LS	1	\$13,500	\$13,500
CO1.12	Re-Clean and TV after Point Repair Hose Removal	LF	944	\$12	\$11,328
<b>REMAINING BALANCE OF CHANGE ORDER AT ISSUE</b>					<b>\$100,628</b>

<sup>1</sup>Wharton’s \$42,310 offer included “Vertical Adjustments to Manhole Ring” totaling \$9,200 which was not included in Insituform’s Proposal.



### Wharton Caused Substantial Delays and Disruptions

Insituform submitted its bid to Wharton for the Project on January 19, 2022. In putting together that bid, Insituform evaluated and relied upon project documents included in the bid documents. Notably, Paragraph 48 of the General Conditions –Part I for Construction made important representations regarding the project schedule. It stated: “The work to be performed under this contract shall commence within the time stipulated by the City/County in the Notice to Proceed and shall be fully completed within sixty calendar days thereafter.” Insituform reasonably based its bid pricing on receiving the Notice to Proceed in the near term and completing the Project within sixty days.

Insituform received the Notice to Proceed on April 22, 2022, which provided work was to commence by May 2, 2022. However, as you know, upon Insituform’s timely commencement of work, it immediately and continuously began encountering system surcharges and changed conditions resulting in significant, compensable delays and disruptions to the Project. These system surcharges were caused by downstream blockages at the wastewater treatment plant and were squarely within Wharton’s control. These system surcharges were unforeseeable, outside of Insituform’s control, not due to Insituform’s fault or negligence, and not the result or responsibility of Insituform. The delays resulting from the system surcharges and differing site conditions delayed the project many months and Insituform is entitled to the resulting damages.

There is no dispute the Project has been impacted by delays and disruptions. Additionally, there is no dispute these delays and disruptions have been caused by something other than an act or omission of Insituform. Under Texas law, Insituform is entitled to recover damages caused by these delays, which include cost escalations. Wharton has no defense to Insituform’s claim for delay damages.

### Material, Labor, and CCTV Mobilization Increases

Wharton has rejected Insituform’s \$45,000 claim for “Material, Labor, CCTV Mobilization Increases.” In your rejection, you cite the TDA Manual and highlight “Change Orders requesting revisions to a unit price determined through competitive procurement process will not be approved.” This is not applicable here. Wharton appears to fail to consider this is not an instance where Insituform is simply requesting money because its costs have increased; rather, Insituform is requesting payment for damages it will suffer as a direct result of the impacts, interruptions, and delays caused by Wharton or events within Wharton’s control.

When Insituform bid the Project, it was not foreseeable nor could have been assumed Insituform’s work would have been protracted many months for reasons outside of its control. Material prices and labor costs have increased significantly since the Project was bid and the circumstances surrounding the Project are radically different now than when the contract was bargained for. The work remaining on the project would in fact have been possible at the bid prices at the time performance was understood to be due (mid-2022). However, due to Wharton caused delays and disruptions, it took many months for the sewer segment to get cleaned and televised (both critical path activities) and it has now been a year since Insituform received the Notice to Proceed. Therefore, Insituform is entitled to the cost increases for materials, labor and additional mobilizations.

### Point Repairs

Insituform has advised Quiddity and Wharton certain point repairs are necessary before cured-in-place pipe can be installed on the Project. Quiddity disagrees with Insituform on this point. Insituform must emphasize the importance of point repairs in the areas it has indicated. Without these repairs, the cured-in-place pipe liner will not operate as intended as it will lose its structural integrity and develop wrinkles, which the project CIPP specification considers to be unacceptable. Before CIPP can be installed, Quiddity and Wharton must agree to (and pay for) these necessary point repairs.

### Termination for Convenience

Wharton is a valued client of Insituform, and we desire to perform the work remaining on the Project. However, if Insituform will not be provided a Change Order increasing the contract price by the full amount requested in the Proposal, Insituform respectfully requests Wharton, in accordance with Section 9(a) of the General Conditions –Part I for Construction, terminate for convenience the work remaining under the contract and release Insituform from all further obligations.

### Conclusion

We respectfully ask Quiddity and Wharton to fairly and reasonably evaluate this matter. Upon review and consideration of the above, we believe you will conclude, as we do, that Insituform is entitled to the full amount of its Change Order Proposal. Insituform respectfully requests Quiddity and Wharton consider the above and either provide Insituform a Change Order increasing the contract price or terminate the contract for convenience. If it would be beneficial to have a call between our respective management and/or legal teams to further discuss, please let me know.

Very truly yours,

INSITUFORM TECHNOLOGIES, LLC

By: Kevin Gabrysch  
Kevin Gabrysch  
Project Manager

Cc: Madison Barrington ([mbarrington@quiddity.com](mailto:mbarrington@quiddity.com))  
Nick Huerta ([nhuerta@quiddity.com](mailto:nhuerta@quiddity.com))  
Andy Ozment ([aozment@aegion.com](mailto:aozment@aegion.com))  
Ted Grimes ([tgrimes@aegion.com](mailto:tgrimes@aegion.com))

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL TERMINATING THE AGREEMENT BETWEEN THE CITY OF WHARTON AND INSITUFORM TECHNOLOGIES, LLC FOR THE CONSTRUCTION OF WHARTON S. EAST AVENUE SANITARY SEWER REHABILITATION PROJECT.**

**WHEREAS,** On February 14, 2022, the Wharton City Council approved Resolution No. 2022-13 authorizing a construction services agreement with Insituform Technologies, LLC for the construction of Wharton S. East Avenue Sanitary Sewer Rehabilitation Project; and,

**WHEREAS,** In accordance with Section 9a of the agreement, the Wharton City Council wishes to authorize the City Manager of the City of Wharton to terminate 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 authorizes the City of Wharton City Manager to terminate the construction services agreement for the construction of Wharton S. East Avenue Sanitary Sewer Rehabilitation Project with Insituform Technologies, LLC in accordance with Section 9a of the contract.

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

**Passed, Approved, and Adopted** this the 24<sup>th</sup> day of July 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:	7/24/2023	Agenda Item:	Pay Request No. 4 from C3 Constructors for the WWTP #1 Coarse Screen Project.
<p>Attached you will find Pay Request No. 4 from C3 Constructors for the WWTP #1 Coarse Screen Project in the amount of \$93,707.31.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 19, 2023  
**FROM:** Gwyneth Teves, Director of Planning & Development  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** Recommendation for payment to C3 Constructors for Pay Estimate #4 for the WWTP#1 Coarse Screen Project

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The City Council awarded a contract for construction to C3 Constructors for the WWTP #1 Coarse Screen Project.

Pay Estimate No. 4 has been sent and a recommendation for payment by the engineer is attached.

It is my recommendation that the City Council approve Pay Estimate 4 for \$14,613.47 and recommend payment.

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



July 18, 2023

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

Re: Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement  
City of Wharton  
American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLFRF), TX1666

Dear Mr. Pace:

Enclosed is Application and Certificate for Payment No. 4 from C3 Constructors, LLC for the referenced project. This application covers construction activities for the referenced project during the period from April 1, 2023 to June 30, 2023. During this period, the Contractor continued removing and replacing sections of grating, continued installing exposed and underground conduits and duct banks, and replaced the demolished section of the dumpster pad and curb. The estimate is in order, and we recommend payment in the amount of \$14,613.47 to C3 Constructors, LLC.

The Contractor has requested zero (0) impact days for the current payment period.

The project is now 47% complete by total contract value and 74% complete by total contract time. The current contractual Substantial Completion date is October 10, 2023.

Sincerely,

Nathan R. Walton, PE

NRW:ams/btg

K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla\3 Construction Phase\Pay Estimates\PE 04\City of Wharton WWTP #1 HW Screen Replacement Progress Payment No. 4.pdf

Enclosure

cc: Mr. Chris Wade – C3 Constructors, LLC (via email)  
Mr. John Reed – Public Management, Inc. (via email)

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER/CLIENT:**  
 City of Wharton  
 120 E Caney St Wharton, Texas 77488 United States

**PROJECT:**  
 City of Wharton WWTP #1 Headworks Coarse Screen Replacement  
 806 S East St  
 Wharton, Texas 77488

**APPLICATION NO:** 4  
**INVOICE NO:** 4  
**PERIOD:** 04/01/23 - 06/30/23  
**PROJECT NOS:** 05135-0238-00

**DISTRIBUTION TO:**

**FROM CONTRACTOR:**  
 C3 Constructors, LLC  
 502 West Montgomery #515 Willis, Texas 77378 United States

**VIA ARCHITECT/ENGINEER:**  
 Nathan Walton, PE (Quiddity Engineering, LLC, New Braunfels)  
 2967 Oak Run Parkway, Suite 215 New Braunfels, Texas 78132 United States

**CONTRACT DATE:** 08/18/22

**CONTRACT FOR:** Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

1. Original Contract Sum	\$438,000.00
2. Net change by change orders	\$11,987.00
3. Contract sum to date (line 1 ± 2)	\$449,987.00
4. Total completed and stored to date (Column G on detail sheet)	\$209,986.60
5. Retainage:	
a. 5.00% of completed work	\$10,499.33
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$10,499.33
6. Total earned less retainage (Line 4 less Line 5 Total)	\$199,487.27
7. Less previous certificates for payment (Line 6 from prior certificate)	\$184,873.80
8. Current payment due	\$14,613.47
9. Balance to finish, including retainage (Line 3 less Line 6)	\$250,499.73

CONTRACTOR: C3 Constructors, LLC

By: [Signature] Date: 7/19/2023

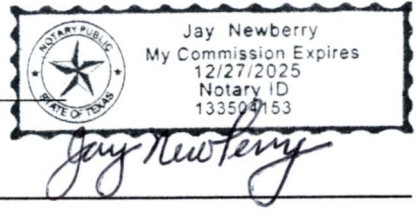
State of: Texas

County of: Montgomery

Subscribed and sworn to before me this 19th day of July 2023

Notary Public: Jay Newberry

My commission expires: 12/27/25



**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$14,613.47

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:


By: [Signature] Date: 07/18/2023

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$13,187.00	(\$1,200.00)
Total approved this Month:	\$0.00	\$0.00
Totals:	\$13,187.00	(\$1,200.00)
Net changes by change order:	\$11,987.00	

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Update of City of Wharton Grant Programs.
<p>Attached is a copy of a memorandum from Director of Planning &amp; Development, Gwyn Teves, providing an update on the City of Wharton Grant Programs.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			





## MEMORANDUM

**Date:** July 19, 2023  
**From:** Gwyneth Teves, Director of Planning & Development  
**To:** Honorable Mayor and City Councilmembers  
Paul Webb, City Attorney  
**Subject:** Status of City of Wharton Grant Projects Report No. 2023-07

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

### I. GRANT PROJECTS

#### Infrastructure/Construction :

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

City staff in conjunction with GrantWorks, Inc. and KSA Engineering submitted an application of up to \$350,000 for downtown sidewalk renovations/additions. Contract execution with Texas Department of Agriculture (TDA) has been completed. **Construction bids received and pending award.**

**2. CDBG-DR – Infrastructure**

Method of Distribution approved by GLO and HUD. City has received an award of \$1,650,172.00 for infrastructure projects related to Hurricane Harvey. A 2-year project extension request has been approved by the GLO and staff is waiting on a USACE permit determination to begin acquisition and construction. USACE has made a determination that the project will be impacting Jurisdictional Waters, resulting in the requirement to apply for a Nationwide Permit for construction. The permit application has been submitted to USACE. An additional extension request will be sent to the GLO to cover the required acquisition and construction time needed once the permit has been issued.

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

City has received funding and has finalized agreement. Phase 1 of the project is being completed using CIPP (cast in place pipe) work and is still in progress. **Phase 2 of the project has been issued a notice to proceed and remaining work in Phase 1 is to be rebid for construction.**

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

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

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

Granite Construction was awarded the construction contract and has been performing site visits and reconnaissance. Pre-Construction meeting tentatively set for 1<sup>st</sup> week of September.

Phase 2 is currently under design and is at 90%. First Cost Control Board (CCB) for Phase 2 funding conducted June 6<sup>th</sup> and second CCB meeting is tentatively scheduled for early August for final determination on funding.

Phase 2 acquisitions are anticipated to be authorized to proceed late 2023 pending funding.

**5. TxDOT – Safe Routes to School**

The City staff was notified of award for this project April 30, 2021. Project was let for construction at beginning of September 2022 and came in with a bid at \$664,041.50. Construction of the project started March 13<sup>th</sup> and is progressing on schedule.

**6. 2024 TWDB Clean Water State Revolving Fund (CWSRF) – Mayfair/Linwood Waterline Replacement**

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

**7. 2024 TWDB Drinking Water State Revolving Fund (DWSRF) - Waste Water Treatment Plant 1 (WWTP 1) Replacement & Rehabilitation**

Replacement and rehabilitation of components of WWTP 1 that have exceeded design service life to avoid possible eventual contamination of the Colorado River. Project Information submitted and accepted for review.

**8. 2022 CDBG-MIT COG-MOD**

City of Wharton was allotted \$4,360,800.00 through the HGAC Method of Distribution (MOD). City Council approved executing contract for Administration Services with MPACT Strategic Consulting and Engineering Services with Gunda/Ardurra Inc. in early November. Due to possible conflict of interest with the GLO, MPACT resigned and Ardurra assisted with completion of the application that was submitted January 9<sup>th</sup>, 2023. City Staff received 2 requests for information (RFI) and have responded. Awaiting any additional requests or award information.

**9. 2023 TxDOT Transportation Alternatives Set Aside**

Pre-application submitted for sidewalks and accessibility ramps January 27, 2023. City Staff was notified that the City is eligible to submit a detailed application was submitted June 5<sup>th</sup>, 2023. If approved this will incorporate approximately 3.5 miles

of new sidewalks throughout the city.

**10. 2023 EDA Public Works and Economic Adjustment Assistance Program Grant**

Application being prepared to submit for 12” waterline installation and upgrade to Prime Eco Group for business expansion and retention. WEDC has authorized \$400,000 in funds to meet the match requirements. Improvements will provide more service opportunity as well as increased capacity to Prime Eco Group and will allow the current system to be looped for better pressure for fire protection.

**Housing:**

**11. CDBG-DR – Buyouts/Acquisitions**

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

**12. 2016 CDBG-DR – Housing Elevation/Reconstruction**

Notification of \$2,000,000 funding was received February 4, 2019. City staff received a 1-year extension on the grant funding in order to complete construction and allow any additional possible applicants to expend the funds. Applicants are still in processing, to date 3 homes have been completed.

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

**13. HMGP – Critical Facility Generators**

The City received notification of award by TDEM 02/18/2020. Kick-off meeting conducted with TEDM on August 6<sup>th</sup>, 2020. Site preparation has been completed. Pending delivery of the Generators. All generators have been installed and are in the process of final utility connections and final inspections.

**14. 2021 American Rescue Plan - Coronavirus State and Local Fiscal Recovery Funds**

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

**II. STUDIES:**

**15. TWDB – Internal Drainage Study and Drainage Improvements**

Application submitted under the TWDB Flood Infrastructure Fund to study flood risks inside the City Limits and Extraterritorial Jurisdiction (ETJ) and move

forward with the most critical projects in Phase 1. The project was approved by TWDB on July 7<sup>th</sup>, 2021, for funding. A kickoff meeting was held on March 10, 2022. Surveying for the project is currently underway and requests for Rights of Entry went out early February from Quiddity to citizens in the City and ETJ.

#### **16. Downtown Master Plan 2023**

Contract awarded to Ardurra and kick-off meeting completed February 9, 2023. Participation plan and final scope have been completed and Wharton Economic Development Corporation has agreed to partner in unanticipated additional costs for a comprehensive Downtown Master Plan in the amount of \$43,278. The total project is budgeted not to exceed \$143,278 and contracts are being finalized. The Downtown Stakeholder Committee has been selected and the first meeting is set for July 25<sup>th</sup>. Input has been provided from the EDC and Planning Commission. Webpage in process of being completed.

### **III. OTHER PROJECTS & EVENTS:**

#### **17. FM 1301 Extension**

Letting completed in early October 2022 and contract awarded to James Construction. Construction kick-off meeting completed February 16, 2023. A successful Groundbreaking ceremony was held March 28, 2023. Construction staking and mobilization began Monday April 17, 2023. WPD will be utilizing their drone to document construction progress every 2-3 weeks for City records. New surveys are required due to additional KCS track being installed and design to be verified.

#### **18. Water Well No. 5 - CR 222**

E-Contractors and Weisinger awarded contracts for construction.

E-Contractors is currently over contract time and accruing liquidated damages. The City Attorney is working with the Bonding Company and E-Contractors legal counsel to remedy the current deficiencies. E-Contractors has been back on location working since February 13<sup>th</sup>, 2023. Fencing has been installed. Centerpoint Energy completed installation of the transformer and power service has been established. Still pending a 30" cabinet placement for the Control Panel.

Weisinger has completed all work that can be done until E-Contractors has installed the Mechanical Control Cabinet (MCC). Once installed Weisinger will test the well for any contamination and determine if treatment will be required or the pump can be installed.

Well services anticipated to be online early fall 2023.

#### **19. I-69 Upgrade Utility Relocations**

City staff is working with TxDOT to coordinate the required water and sanitary utility relocations required due to the expansion of US-59 to I-69. Easement

acquisition is ongoing and utility design is 100% complete and to be let for construction bid early fall 2023.

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees: <ul style="list-style-type: none"> <li>A. Resignations.</li> <li>B. Appointments.</li> <li>C. Vacancies.</li> </ul>
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Attached you will find the list of people serving on the various City Boards, Commissions, and Committees. There are still vacancies that also need to be filled.

**Resignations.**

**Appointments.**

**Vacancies:**

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

City Manager: Joseph R. Pace	Date: Thursday, July 20, 2023
Approval: 	
Mayor: Tim Barker	

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

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

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

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

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

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

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

Faye Evans	June 30, 2024	
Vacant	June 30, 2024	
Adraylle Watson	June 30, 2025	
Delia Gonzales	June 30, 2025	
Vacant	June 30, 2025	
Cheryl Lavergne	June 30, 2025	
Mayor Tim Barker- Ex Officio		
<hr/>		
<b>HEALTH OFFICER</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
<hr/>		
Dr. Jeff Gubbels, MD	June 30, 2024	
<hr/>		
<b>VETERINARIAN</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
<hr/>		
Dr. Cody Pohler, DVM	June 30, 2024	
<hr/>		
<b>MUNICIPAL COURT JUDGE</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Jared Cullar	June 30, 2025	
<hr/>		
<b>PLANNING COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
<hr/>		
Johnnie Gonzales	June 30, 2025	
Rob Kolacny	June 30, 2025	
Michael Quinn	June 30, 2025	
Marshall Francis	June 30, 2024	
Adraylle Watson	June 30, 2024	
Michael Wootton	June 30, 2024	
Joel Williams	June 30, 2024	
<hr/>		
<b>PLUMBING AND MECHANICAL BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
<hr/>		
A. J. Rath	June 30, 2024	
Vacant	June 30, 2025	
Vacant	June 30, 2024	
Robert Sanchez	June 30, 2025	
Vacant	June 30, 2024	
Claudia Velasquez, Building Official - ExOfficio		
Public Works Director Anthony Arcidiacono- Ex Officio		
Mayor Tim Barker - Ex Officio		
<hr/>		
<b>WHARTON ECONOMIC DEVELOPMENT CORPORATION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
<hr/>		
Michael Wootton	September 30, 2024	
Alice Heard Roberts	September 30, 2024	
Freddie Pekar	September 30, 2024	
Larry Pittman (Councilmember)	September 30, 2024	
Russell Machann- (Councilmember)	September 30, 2023	
Andrew Armour	September 30, 2023	
Michael Roberson	September 30, 2023	



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


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**ANNEXATION COMMITTEE**


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Tim Barker  
 Russell Machann  
 Don Mueller

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**FINANCE COMMITTEE**


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Russell Machann  
 Larry Pittman  
 Tim Barker

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**HOUSING COMMITTEE**


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Terry Freese  
 Russell Machann  
 Burnell Neal

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**INTERGOVERNMENTAL RELATIONS COMMITTEE**


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Terry Freese  
 Tim Barker  
 Larry Pittman

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**LEGISLATIVE COMMITTEE**


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Tim Barker  
 Larry Pittman  
 Steven Schneider

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**PUBLIC HEALTH COMMITTEE**


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Terry Freese  
 Larry Pittman  
 Russell Machann

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**PUBLIC SAFETY COMMITTEE**


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Larry Pittman  
 Terry Freese  
 Don Mueller

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**PUBLIC WORKS COMMITTEE**


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Terry Freese  
 Don Mueller  
 Burnell Neal

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**TELECOMMUNICATIONS COMMITTEE**


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Burnell Neal  
 Terry Freese  
 Don Mueller

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


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Tim Barker  
 Steven Schneider  
 Larry Pittman

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**ECONOMIC DEVELOPMENT COMMITTEE**


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Tim Barker  
 Burnell Neal  
 Russell Machann

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**PARKS AND RECREATION COMMITTEE**


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Steven Schneider  
 Russell Machann  
 Terry Freese

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	City Council Boards, Commissions, and Committee Reports: A. Planning Commission meeting held July 17, 2023.
Attached you will find the reports from the above-mentioned Committees.			
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 18, 2023  
**FROM:** Mike Wootton, Planning Commission Chairman  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** Report to City Council from the Planning Commission Meeting held Monday, July 17, 2023.

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The following items were discussed during the Monday, July 17, 2023, meeting:

1. Review and consider the election of officers. Commissioner Joel Williams motioned for the following officers to remain as is. Michael Wootton for chairman. Marshall Francis for vice-chairman and Rob Kolacny for secretary. Michael Quinn, Commissioner seconded the motion. All voted in favor.
2. Review and consider the reading of the minutes from the regular called meeting held May 1, 2023. Joel Williams, Commissioner, moved to approve the minutes as presented. Rob Kolacny, Commissioner, seconded the motion.
3. Review and consider a request by from Mr. Geoffrey Brady for replat of Briargrove, Section 4, Block 1 for development. Rob Kolacny, Commissioner, moved to recommend the replat to the City Council for final approval. Michael Quinn, Commissioner, seconded the motion. All voted in favor.
4. Review and consider a request from Mr. Charlie Nays for replat of William Kincheloe, Block 63, Lots 116, 116A, 117A for development. Joel Williams, Commissioner, moved to recommend the replat to the City Council for final approval. Rob Kolacny, Commissioner, seconded the motion. All voted in favor.
5. Review and consider a request from Mr. Greg Hippel of 804 Old Caney Rd., Old Caney Manor, Lot 1, Res. A for a 6-foot side building line setback from the required 15-foot setback for construction of a patio cover. Michael Quinn, Commissioner, moved to recommend the variance request to the City Council for final approval. Joel Williams, Commissioner, seconded the motion. All voted in favor.
6. Review and consider a request from Mr. & Mrs. Clark for a variance to Chapter 38 Manufactured Housing, Mobile Homes and Travel Trailers and Parks, Article 2 Requirements, Division 1 Generally, Section 38-36 Authorized Locations for replacement of an unoccupied mobile home for occupancy. After some discussion Joel Williams, Commissioner, moved to recommend that the variance request be denied a


is recommending the request to the City Council for final determination. Johnnie Gonzales, Commissioner, seconded the motion. All voted in favor.

7. Review and consider a presentation and request for input by Ardurra Group, Inc. for the City of Wharton Downtown Master Plan. Ms. Lata Krishnarao and Ms. Diana DuCroz of Ardurra Group gave a presentation on the City of Wharton Downtown Master Plan and solicited feedback from the commissioners and audience and completed a survey for the plan.

If you should have any questions, please contact me at 979-532-3704. Thank You.

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	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. Fire Department. G. Fire Marshal. H. Legal Department. I. Municipal Court. J. Police Department. K. Public Works Department. L. Water/Sewer Department. M. Weedy Lots/Sign Ordinance. N. Wharton Regional Airport.
City Manager: Joseph R. Pace			Date: Thursday, July 20, 2023
Approval: 			
Mayor: Tim Barker			



## City of Wharton

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

### MEMORANDUM

**Date:** June 28, 2023  
**From:** Selena Rios, HR Generalist  
**To:** Joseph R. Pace, City Manager  
**Subject:** June 2023 Monthly Personnel Report

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#### **HIRED**

Jessica Dittrich was hired as Crime Victims Officer in the month of June 2023.  
Toby Wittig was hired as a Part-time Seasonal Worker in the month of June 2023.  
Anthony Gonzales was hired as a Part-time Seasonal Worker in the month of June 2023.

#### **PROMOTION**

Ja'Liyah Levi was moved to Telecommunicator I w/exp in the month of June 2023.  
Christopher Nochez was promoted from Police I- Cadet to Police I w/exp in the month of June 2023.

#### **TERMINATION**

There were no terminations in the month of June 2023.

#### **INCREASE IN WAGES**

There were no increases in wages in the month of June 2023.

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



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

Date: July 3, 2023  
From: Shaniah Fisher, Building Official Assistant  
To: Joseph Pace, City Manager  
Subject: Permit Report for June 2023

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Please see the following for your review; Project Valuation and Fee Report from the Permitting/Code Enforcement Department for the month of June 2023.

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

PROJECTS: All

APPLIED DATES: 6/01/2023 THRU 6/30/2023

ISSUED DATES: 0/00/0000 THRU 99/99/9999

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2300446	6/01/2023	GOMEZ, REYNALDO & NANC	402 W MILAM	OWNER	MOWING: WEED LOTS	MOW
2300447	6/01/2023	ESTATE OF JAMES B HARRISON	420 W MILAM	OWNER	MOWING: WEED LOTS	MOW
2300448	6/01/2023	OWNER, CONFIDENTIAL	0000.2 W MILAM	OWNER	MOWING: WEED LOTS	MOW
2300449	6/01/2023	OWNER, CONFIDENTIAL	663 SUNSET ST	OWNER	MOWING: WEED LOTS	MOW
2300450	6/01/2023	OWNER, CONFIDENTIAL	662 W MILAM	OWNER	MOWING: WEED LOTS	MOW
2300451	6/01/2023	SOLIS, LEONARD	608 DAVIS	OWNER	MOWING: WEED LOTS	MOW
2300452	6/01/2023	LAPOMA, DARRELL	521 N RUSK	BSTOCKWELL	ROOF AND SIDING REPAIR	BPR
2300453	6/02/2023	BAIRD, RUSSELL	238 W MILAM	PB & C	REPAIR LINES 3COMPARTMENT S PLB	
2300454	6/02/2023	BURNS, BEVERLY	305 N HOUSTON	BTOTAL	80 LN FT FENCE	BPR
2300455	6/02/2023	FORD, OD	519 MOUTRAY	B ROOF FIX	REROOF SHINGLES	BPR
2300459	6/05/2023	GOLDSON, ERNESTINA	626 S EAST AVE	BMARCO	1100SQFT REROOF NEW SHINGLE	BPR
2300462	6/06/2023	COUNTRY PRIDE REAL ESTATE L	145 S RICHMOND	OWNER	6'X4' DEVELOPMENT SIGN	SIG
2300463	6/06/2023	CERVENKA, JAMES & MARY	215 BOLING GREEN	BBW FENCE	6FT PRIVACY FENCE 556LNFT	BPR
2300464	6/06/2023	PRIEM, HAROLD ALAN	209 BOLING GREEN	BBW FENCE	6.5FT PRIVACY FENCE 101LNFT	BPR
2300465	6/06/2023	SMITH, LYNN	312 AVENUE A	PPRECISION	NEW WATER SERVICE LINE	PLB
2300466	6/06/2023	ZUBER, PATSY	1305 WISTERIA	PSON	REROUTE KITCHEN SINK DRAIN	PLB
2300467	6/07/2023	TORRES, KING	421 BOLTON	BROCKY G	REPLACE PORCH	BPR
2300468	6/07/2023	SIMS, BERNARD	2727 NELGA	BROCKY G	LAUNDRY ROOM ADDITION (2)	BPC
2300469	6/07/2023	HEARD, GLORIA NEAL	0000 MAHAN	OWNER	MOWING: WEED LOTS	MOW
2300471	6/07/2023	CHARLES REEVES EST	807 E ELM	OWNER	MOWING: WEED LOTS	MOW
2300472	6/07/2023	OCHOA, LIZBETH	328 S EAST AVE	OWNER	MOWING: WEED LOTS	MOW
2300473	6/07/2023	MUNOZ, MARIA	509 REED	OWNER	MOWING: WEED LOTS	MOW
2300474	6/07/2023	MUNOZ, MARIA	507 REED	OWNER	MOWING: WEED LOTS	MOW
2300475	6/08/2023	SOUTH TEXAS MEDICAL CENTER	2100 REGIONAL MEDICAL DR	MK&R	REPLACE(2) 75 TON ROOF TOP	MEC



PROJECTS: All

APPLIED DATES: 6/01/2023 THRU 6/30/2023

ISSUED DATES: 0/00/0000 THRU 99/99/9999

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2300476	6/08/2023	NANYA PLASTIC	2081 FM 102	BMISSION	PLAN REVIEW C7 FOUNDATION	PLNREV
2300477	6/08/2023	CHAVEZ, NATALY R	517 ALLEN	OWNER	MOWING: WEED LOTS	MOW
2300478	6/09/2023	CARTER, JULIUS	909 E COLUMBUS	BVANCE	HOUSE DEMO	BPR
2300479	6/12/2023	BOEDEKER, RONALD	409 AVENUE C	BPRIORITY	REROOF	BPR
2300480	6/12/2023	GENERAL SALES CO	210 W THIRD	EGULF	ELECTRICAL FOR NEW STORAGE	BLD-EC
2300481	6/12/2023	BREWER, DEBRA	1125 COLLEGE	B RELIANT	REROOF	BPR
2300482	6/12/2023	SIMS, BERNARD	2727 NELGA	PB & C	ADD LINE FOR WASHING MACHIN	PLB
2300483	6/12/2023	EDNA I B GOODEN ESTATE	0 W CANEY	OWNER	MOWING: WEED LOTS	MOW
2300484	6/13/2023	IVES, KATHLEEN	1219 CRESTMONT	BREEL	REPLACE FENCE IN BACK YARD	BPR
2300485	6/13/2023	WAL-MART #01-5246	10338 US 59 HWY	OWNER	COMMERCIAL INT/EXT REMODEL	BPC
2300486	6/13/2023	OAKBEND MEDICAL CENTER	10141 US 59 HWY	BCLAN	BUILD OUT SHELL SPACE	BPC
2300487	6/13/2023	WHARTON GMC	1225 N RICHMOND	SCOMPADRES	REPLACE SIGN DISPLAY AMC PA SIG	
2300489	6/13/2023	SMOOT, HENRY	209 MOUTRAY	OWNER	MOWING: WEED LOTS	MOW
2300490	6/27/2023	BRADY, GEOFFREY & CHAR	0 KINGSTON	OWNER	MOWING: WEED LOTS	MOW
2300491	6/13/2023	J KROSS INC	0 S HWY 60	OWNER	MOWING: WEED LOTS	MOW
2300493	6/13/2023	SALYER, SAMUAL/ADRIANA	1305 CRESTMONT	PB & C	REPAIR SEWER LINE	PLB
2300494	6/14/2023	TEXANA CENTER	509 1/2 SUNSET DRIVE	PTNT	WHOLE HOME BACK UP GENERATO	PLB
2300495	6/14/2023	TEXANA CENTER	509 1/2 SUNSET DRIVE	BSELECT	WHOLE HOME BACK UP GENERATO	BLD-ER
2300496	6/14/2023	PATEL, PUJA B	2802 N RICHMOND	OWNER	MOWING: WEED LOTS	MOW
2300497	6/15/2023	FAMILY DOLLAR	213 E BOLING HWY	MLETOS	REMOVE & REPLACE PACKAGE UN MEC	
2300498	6/15/2023	HESED HOUSE OF WHARTON	505 COLORADO	BGULF C	FOUNDATION LEVELING & PILIN	BPC
2300499	6/15/2023	GARRETT, ROBERT	134 S HOUSTON	BMATA	REFROOF W. METAL	BPC
2300500	6/16/2023	TECHY	10338 US 59 HWY	PJANICEK	3-FIXTURES, WATER/SEWER LIN	PLB
2300501	6/16/2023	DICKERSON, KENNETH	205 E AHL DAG	EA BETTER	REPLACE POWER POLE/WEATHER	BLD-ER

PROJECTS: All

APPLIED DATES: 6/01/2023 THRU 6/30/2023

ISSUED DATES: 0/00/0000 THRU 99/99/9999

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2300502	6/19/2023	GUERRERO, EDUARDO	414 MAHAN	BWEATHER	REMOVE/ REROOF UNDERLAY& SH	BPR
2300503	6/19/2023	JANISH, CHARLES A	1118 KELVING WAY	OWNER	STORAGE BUILDING 14X18	DEV
2300504	6/19/2023	RANDLE, MARY	301 N FORD	OWNER	MOWING: WEED LOTS	MOW
2300506	0/00/0000	ARGUIJO, ALICE	1401 M L KING BLVD	OWNER	MOW	MOW
2300507	6/19/2023	DIAZ, CARISSA	1225 CRESTMONT	ETRISMART	PLAN REVIEW	PLNREV
2300508	6/19/2023	PULIDO, MRS. JUSTO	0000.1 BLACK	OWNER	MOWING: WEED LOTS	MOW
2300509	6/20/2023	SIMS, BERNARD	2727 NELGA	EA BETTER	ADD 2 220V FOR NEW LAUNDRY	BLD-EC
2300510	6/20/2023	GARCIA, CHRIS R	218 CIRCLE DRIVE	BFOWLER	HOUSE MOVE 1505 SQFT	BPR
2300512	6/20/2023	QUINTANILLA, ERIC	621 HELMS	MMEDINA	3.5 TON AC & ELEC FURNACE	MEC
2300513	6/20/2023	MIELSCH, GARY	000 OLD CANEY	OWNER	MOWING: WEED LOTS	MOW
2300514	6/20/2023	DIAZ, CARISSA	1225 CRESTMONT	ETRISMART	INSTALL 24 SOLAR PANELS ON	BLD-ER
2300515	6/20/2023	JOHNSON, DEMITRIA	710 KOEHL	PJANICEK	REPLACE INT & EXT GAS LINES	PLB
2300516	6/20/2023	NELGA STAVENA TRUST	00 OLD LANE CITY	OWNER	MOWING: WEED LOTS	MOW
2300517	6/21/2023	MASEK, THOMAS&LYNETTE	519 KOEHL	MHUNTER'S	CARNER 3 1/2T COMPLETE GAS	MEC
2300518	6/21/2023	SHAMINA M CHOUDHURY ETUX AH	2327 N RICHMOND 1/2	OWNER	MOWING: WEED LOTS	MOW
2300519	6/22/2023	SPACEK, ANTHONY	513 CIRCLE DRIVE	GQUALITY	INSTALL RESD GENERATOR	PLNREV
2300520	6/22/2023	LAZY SNAKE RANCHES	1614 N FULTON	OWNER	MOWING: WEED LOTS	MOW
2300521	6/26/2023	HEARSE, CYNTHIA	401 MAHAN	OWNER	ADDITION 10X10 PORCH	BPR
2300522	6/26/2023	KHAN, MOHAMMAD	517 CHAPEL CT	PB & C	KITCHEN/ WASHING MACHINE DR	PLB
2300523	6/27/2023	CRAYTON, TOM	502 TENNIE	MEB	REPLACE INDOOR OUTDOOR HVAC	MEC
2300524	6/27/2023	SHAVERS, CHARRON	808 SPEED	BJOSE CANA	REPLACE 10 WINDOWS/FRAMING/	BPR
2300525	6/27/2023	MORRIS, BARBARA H	0 LILY LN	OWNER	MOWING: WEED LOTS	MOW
2300527	6/27/2023	KARL AND BETTY LUCO EST	113 KINKAID	OWNER	MOWING: WEED LOTS	MOW
2300528	6/27/2023	KARL AND BETTY LUCO EST	209 KINKAID	OWNER	MOWING: WEED LOTS	MOW

PROJECTS: All  
 APPLIED DATES: 6/01/2023 THRU 6/30/2023  
 ISSUED DATES: 0/00/0000 THRU 99/99/9999  
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999  
 STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2300529	6/27/2023	TAYLOR-HUGHES, BESSIE GREER	0000 OLD CANEY	OWNER	MOWING: WEED LOTS	MOW
2300530	6/27/2023	HESED HOUSE OF WHARTON	505 COLORADO	BGULF C	COMM/RESD REMODEL	BPC
2300531	6/27/2023	JM EAGLE	10807 US 59 HWY 1	FSUMMIT FI	FIRE PUMP AND SPRINKLER SYS	MEC
2300532	6/27/2023	JM EAGLE	10807 US 59 HWY 1	OWNER	PLAN REVIEW- FIRE ALARM	PLNREV
2300533	6/28/2023	SVATEK, BAILEY & CALIST	3613 FAIRWAY	BHERITAGE	NEW 2176 SQFT RESD	PLNREV
2300534	6/28/2023	RIVERA, CARLOS F & NORA	0001 N FULTON	OWNER	MOWING: WEED LOTS	MOW
2300535	6/28/2023	SHERMAN, HEATH	406 E WAYSIDE	OWNER	MOWING: WEED LOTS	MOW
2300536	6/29/2023	SODERSTROM, DOUG	1212 BRIAR LANE	BMATA	REPLACE SHINGLES/30 FASCIA	BPR
2300537	6/29/2023	WHARTON ISD - HIGH SCHOOL	1 TIGER AVENUE	EBARBEE	CONDUIT + WIRE NEW MARQUE	BLD-EC
2300538	6/29/2023	MARSHALL, LOUIS/JO ANN	1905 WILLOWBEND	MEB	HVAC INT/EXT REPLACEMENT	MEC
2300539	6/29/2023	GENERAL SALES CO	210 W THIRD	MGULFCOAST	NEW HVAC TWO 4 TON SYSTEM W	MEC
2300540	6/29/2023	PASOHONDO, NOEL	324 LINCOLN	OWNER	FINISH EXISTING FENCE 42 LN	BPR
2300541	6/29/2023	WALKER, JESSICA	304 LILY LANE	OWNER	DEMO CHAIN LINK/ WOOD PRIVA	BPR
2300542	6/30/2023	DONAHUE, DEBRA	533 E ELM	EA BETTER	TPOLE FOR NEW BUILD	BLD-ER
*** TOTALS ***		NUMBER OF PROJECTS:	86	VALUATION:	4,247,164.20	FEEES: 24,969.50

PROJECTS: All

APPLIED DATES: 6/01/2023 THRU 6/30/2023

ISSUED DATES: 0/00/0000 THRU 99/99/9999

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

Item-20.

## \*\*\* SEGMENT RECAP \*\*\*

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLD-EC - BUILDING (E) COMMERCIAL	3	31,000.00	289.50
BLD-ER - BUILDING (E) RESIDENTIAL	3	5,850.00	157.00
BPC - BUILDING COMM. PERMIT AL	7	3,689,013.20	19,187.50
BPR - BUILDING RESID. PERMIT AL	19	34,913.00	1,844.40
DEV - DEVELOPMENT PERMIT AL	1	0.00	50.00
MEC - MECHANICAL PERMIT AL	7	331,938.00	2,065.00
MOW - MOWING: WEEDY LOTS AL	30	0.00	0.00
PLB - PLUMBING PERMIT AL	9	350.00	425.00
PLNC - PLAN REVIEW COMMERCIAL L	2	150,000.00	261.75
PLNR - PLAN REVIEW RESIDENTIAL L	3	0.00	608.35
SIG - SIGN PERMIT L	2	4,100.00	81.00
*** TOTALS ***	86	4,247,164.20	24,969.50

PROJECTS: All

APPLIED DATES: 6/01/2023 THRU 6/30/2023

ISSUED DATES: 0/00/0000 THRU 99/99/9999

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

Item-20.

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

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
*BLANK* - *BLANK*	1	1	0.00	25.00
101 - NEW RESIDENTIAL CONSTRUCTION	1	1	0.00	489.60
300 - BUILDING-ELECTRICAL	4	4	11,350.00	218.50
330 - SIGNS	2	2	4,100.00	81.00
351 - FIRE SPRINKLER SYSTEM	1	1	1,000,000.00	7,314.00
400 - ADDITIONS, ALTERATIONS & CONVERSION	4	4	2,400.00	650.00
432 - LEVELING	1	1	15,000.00	100.00
435 - RESIDENTIAL REMODELS	4	4	18,863.00	239.30
435A - COMMERCIAL REMODELS	4	4	2,642,013.20	11,526.50
436 - NONRESIDENTIAL ADDITIONS	2	2	0.00	197.10
439 - ROOFING	7	7	45,650.00	630.00
440 - MOVED HOUSES	1	1	0.00	250.00
600 - DEMOLITIONS AND RAZING OF BUILDINGS	1	1	0.00	100.00
700 - ELECTRICAL PERMIT	2	2	25,500.00	228.00
800 - MECHANICAL PERMITS	7	7	331,938.00	2,065.00
900 - PLUMBING PERMITS	9	9	350.00	425.00
DEV - DEVELOPMENT PERMIT	1	1	0.00	50.00
MOWING - WEDDY LOTS/MOWING	30	30	0.00	0.00
PLAN - PLAN REVIEW	4	4	150,000.00	380.50
*** TOTALS ***	86	86	4,247,164.20	24,969.50

SELECTION CRITERIA

Item-20.

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REPORT SELECTION

PROJECT RANGE FROM:            THROUGH ZZZZZZZZZZ  
PROJECT STATUS:            All  
CONTRACTOR:                All  
PROJECT TYPE:               All  
SEGMENT:                    All  
VALUATION RANGE FROM:        0.00    THROUGH 999,999,999.99

-----  
PROJECT DATES

APPLIED RANGE FROM: 06/01/2023 THROUGH 06/30/2023  
ISSUED RANGE FROM:  00/00/0000 THROUGH 99/99/9999  
USE SEGMENT DATES:  NO  
EXPIRE RANGE FROM:  00/00/0000 THROUGH 99/99/9999  
USE SEGMENT DATES:  NO

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PRINT OPTIONS

TOTALS ONLY:            NO  
INCLUDE SEGMENTS: NO  
COMMENT CODES:        None

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\*\*\* END OF REPORT \*\*\*

**Wharton Civic Center**  
**Monthly Report**  
**Jun-23**

Room	Rentals	Amount	YTD
Main Hall	3	\$ 3,220.00	\$ 36,301.00
Pre-Function	0	\$ -	\$ 740.00
O'Quinn	7	\$ 740.00	\$ 6,496.00
MTG A	1	\$ 75.00	\$ 850.00
MTG B	0	\$ -	\$ -
Duncan	4	\$ 438.00	\$ 4,050.00
Total	15	\$ 4,473.00	\$ 48,437.00

**Room Rentals**

Date	Room	Organization	Fee
6/3/2023	Duncan	Shirley Castro	\$ 223.00
6/3/2023	O'Quinn	Richard Espinosa	\$ 160.00
6/4/2023	Duncan	Andrew Kimble	\$ 140.00
6/7/2023	O'Quinn	Rotary	\$ 120.00
6/10/2023	Main Hall	Garrolyn Evans	\$ 1,150.00
6/10/2023	O'Quinn	Charleston Hayes	\$ 160.00
6/13/2023	Duncan	Pilot	\$ 75.00
6/14/2023	O'Quinn	Rotary	\$ -
6/15/2023	MTG A	DNA	\$ 75.00
6/17/2023	Main Hall	Delores Fisher	\$ 1,070.00
6/17/2023	O'Quinn	Sharie Davis	\$ 140.00
6/21/2023	O'Quinn	Rotary	\$ -
6/24/2023	Main Hall	Jamail Shelton	\$ 1,000.00
6/24/2023	O'Quinn	Liliana Briceno	\$ 160.00
6/27/2023	Duncan	Pilot	\$ -
Total:			\$ 4,473.00



# City of Wharton

## Office of Emergency Management

1407 N. Richmond Rd., Wharton, TX 77488

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

Date: June 5, 2023

To: Mr. Joseph Pace

### Projects for: June

Continuing to update NIMS training for all city employees (Police, EMS, City Hall, Civic Center and Municipal Court are done, still needing Fire 3, Public Works 8 and Parks 2)

PIVI event (State ID Card for Essential Personnel) still waiting on a date from TDEM for another event in July.

Submitted monthly reports to TxDot for the yearlong Comprehensive Traffic Grant for February. We were approved for 2023 to 2024 grant.

Always tracking and monitoring possible severe weather information from the National Weather Service. (June 1 through November 30)

Active Shooter Presentation/Training scheduled for Caney Creek Church on the square on Sunday, June 4, 2023.

Movie Night on the Courthouse grounds a Lions Club Event crowds was around 120 people. (The Lego Movie)

Municipal Court Bailiff duties in June are the 14<sup>th</sup> and 20<sup>th</sup> starting at 2pm.

Registered to attend Hurricane Readiness in Houston on June 29, 2023.

Attended the 2023 Texas Division Emergency Management Conference (TDEM) on May 29 through June 2, 2023 in FT Worth.

Waiting on the code plugs from Harris County Radio to program 10 new mobile radios and 4 new portable radios.

Lt. Ben Guanajuato



June 2023

**Incident Reports By Incident Type, Summary**

<b>Incident Type</b>	<b>Total Incidents:</b>
111 Building fire	2
131 Passenger vehicle fire	2
142 Brush, or brush and grass mixture fire	1
150 Outside rubbish fire, other	1
151 Outside rubbish, trash or waste fire	1
160 Special outside fire, other	1
322 Vehicle accident with injuries	7
324 Motor vehicle accident with no injuries	4
400 Hazardous condition, other	1
412 Gas leak (natural gas or LPG)	3
444 Power line down	2
511 Lock-out	1
561 Unauthorized burning	2
611 Dispatched & canceled en route	3
631 Authorized controlled burning	1
651 Smoke scare, odor of smoke	2
745 Alarm system sounded, no fire - unintentional	6
<b>Total Number of Incidents:</b>	<b>40</b>
<b>Total Number of Incident Types:</b>	<b>17</b>

Print Date: 7/11/2023

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

PAUL WEBB  
VINCENT L. MARABLE III  
AMY ROD \*

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

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

June 30, 2023

City of Wharton  
120 E. Caney  
Wharton, Texas 77488

**Centerpoint**

06/13 One e-mail from Al Herrera - forward to City Manager;  
06/15 Research;  
Two e-mails to City Manager and Paula Favors regarding settlement; E-mail from Al Herrera;

**City Council**

06/08 Four e-mails of Agenda and review of same;  
06/12 Review of Agenda; Trip to City Hall and attend Council meeting;  
06/13 Draft of Certified Agenda; Trip to City Hall to deliver same to Paula Favors; Office conference with Gwyn Teves to sign Ordinances;  
06/20 Telephone conference with City Manager;  
06/22 Four e-mails and review of same;  
06/26 Review of Agenda; Trip to City Hall and attend Council meeting;

**City Manager Evaluation**

06/20 Telephone conference with Mayor Barker regarding meeting - Wednesday, June 21, 2023 at 11:00 a.m.;  
06/21 Office conference with City Manager and Mayor Barker;

**E-Contractors**

06/05 Telephone conference with Gwyn Teves;

**EMS**

06/01 Telephone conference with Christy Gonzales;  
06/12 Telephone conference with Christy Gonzales;

**GLO / Nelson**

06/20 One e-mail to Tom Forestier; Telephone conference with David Ambrose;  
06/21 One e-mail from Tom Forestier and review of same;  
06/22 Sixty-four e-mails of appraisal and review of same; Telephone conference with David Ambrose;  
06/23 Telephone conference with Donna regarding appraisal;

**RECEIVED**  
JUL 05 2023

BY: 

**Los Cucos / Lease Agreement / Termination**

05/31 E-mail from Paula Favors regarding Los Cucos termination;

**Miscellaneous**

06/08 Office conference with Paula Favors;  
06/12 Six e-mails from Paula Favors and review of same; Telephone conference with Paula Favors;  
06/13 Review of documents;  
06/14 Telephone conference with Mayor Barker; Office conference with Mayor Barker;

**Open Records**

06/08 Telephone conference with Paula Favors;  
06/09 Review Open Records Request; Telephone conference with Paula Favors regarding the same;  
06/15 Review e-mail from Paula Favors regarding request from pool incident;

**Pool Issue**

06/08 Office conference with Paula Favors;

**Howard Singleton / Fence**

06/20 Telephone conference with Howard Singleton;

**TxDot**

06/13 One e-mail from Amy Rod; One e-mail to Sandra Kachmar;

**Wharton Municipal Court**

05/31 E-mail regarding defendant Colvin;  
06/01 Research regarding dog complaint;  
06/04 E-mail to Clerk regarding Colvin video;  
06/14 Telephone conference with Court regarding docket; Telephone conference with Amy Rod regarding docket; Trip to Municipal Court;  
06/20 Trip to Municipal Court for pre-trials;  
06/23 Review citizen complaints;

**Attorney Fees**

(1)	Amy Rod	2.25 hrs. @ \$175.00 per hour =	393.75
(2)	Paul Webb	19.00 hrs. @ \$175.00-per hour =	3,325.00
<b>Total Attorneys Fees</b>			<b>3,718.75</b>

**Expenses:**

Facsimile	pages @ .75 each	
Xerox	3 copies @ .10 each	30
E-Mail	86 pages @ .25 each	21.50
GLO Nelson - Winstead-May 2023 Services		752.40
<b>Total Expenses</b>		<b>774.20</b>

Previous Balance	5,627.46
Payment Received - 06/19/23	-5,627.46

**TOTAL INVOICE DUE 4,492.95**

# City of Wharton

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



## MEMORANDUM

Date: July 17, 2023  
From: Paula Favors, City Secretary  
To: Joseph R. Pace, City Manager  
Subject: Wharton Municipal Court Monthly Report

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Please find attached the monthly report for Wharton Municipal Court for the month of June 2023.

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

City of Wharton Municipal Court Monthly Report

Item-20.

Description	Code	Amount	G/L Acct	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Administration Fee	AF	\$10.00	3462	\$ 10.00	\$ 20.00	\$ 40.00	\$ 20.00		\$ 20.00	\$ 10.00	\$ 20.00	\$ 10.00
Arrest Fee	AR	\$5.00	3466	\$ 340.05	\$ 399.77	\$ 428.90	\$ 483.75	\$ 281.70	\$ 498.33	\$ 320.15	\$ 372.07	\$ 435.87
Administration Fee	AF2	\$20.00	3462	\$ 80.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 180.00	\$ 260.00	\$ 180.00	\$ 180.00	\$ 180.00
Court Technology Fund	CTF	\$4.00	13 3850	\$ 33.87	\$ 45.36	\$ 45.32	\$ 76.23	\$ 40.92	\$ 82.60	\$ 43.59	\$ 89.34	\$ 48.00
Driving Safety Course Administrative Fee	DSC	\$10.00	3453	\$ 50.00	\$ 40.00	\$ 90.00	\$ 40.00	\$ 20.00	\$ 80.00	\$ 50.00	\$ 50.00	\$ 80.00
Indigent Defense Fee	IDF	\$2.00	2050	\$ 16.94	\$ 18.35	\$ 13.32	\$ 28.11		\$ 33.42	\$ 15.79	\$ 34.67	\$ 18.00
State Traffic Fee & STF 19	STF - 5% SF	\$30.00	2050	\$ 1,554.85	\$ 1,601.23	\$ 1,502.73	\$ 1,571.97	\$ 718.55	\$ 2,066.80	\$ 1,532.03	\$ 1,851.29	\$ 1,932.98
School Crossing Guard Program	CS	\$20.00	3467									
Traffic Fee City	TFC	\$3.00	3471	\$ 102.36	\$ 102.07	\$ 98.56	\$ 105.79	\$ 50.58	\$ 139.94	\$ 98.40	\$ 121.28	\$ 126.17
Child Safety	CS-2	\$25.00	3467	\$ 25.00	\$ 75.00	\$ 67.61	\$ 58.83	\$ 24.36	\$ 50.64	\$ 50.00	\$ 25.00	\$ 25.00
Fine	FINE		3450	\$ 7,348.70	\$ 8,230.00	\$ 8,056.95	\$ 13,667.08	\$ 7,469.86	\$ 11,611.27	\$ 7,998.70	\$ 8,383.92	\$ 9,153.02
Judicial Fee City	JFCI	\$0.60	3462	\$ 5.08	\$ 5.50	\$ 4.00	\$ 8.43	\$ 5.53	\$ 10.03	\$ 4.74	\$ 10.40	\$ 5.40
Municipal Court Building Security	MCBS	\$3.00	19 3850	\$ 25.39	\$ 27.52	\$ 19.99	\$ 42.17	\$ 27.68	\$ 50.14	\$ 26.69	\$ 52.01	\$ 30.00
State Jury Fee	SJRF	\$4.00	2050	\$ 33.87	\$ 36.68	\$ 26.66	\$ 56.23	\$ 36.92	\$ 66.84	\$ 35.59	\$ 69.34	\$ 40.00
Time Payment Plan Local	TP-L	\$10.00	3448	\$ 20.00			\$ 20.00	\$ 10.00	\$ 50.00		\$ 10.00	
Time Payment Plan State	TP-S	\$12.50	2050	\$ 25.00			\$ 25.00	\$ 12.50	\$ 62.50		\$ 12.50	
Administration Fee	ADMIN	\$10.00	3462	\$ 150.90	\$ 253.80	\$ 804.80	\$ 336.00	\$ 487.90	\$ 467.70		\$ 258.80	\$ 722.90
Consolidated Costs	CC04	\$40.00	2050	\$ 338.63	\$ 366.92	\$ 266.54	\$ 562.30	\$ 369.16	\$ 668.41	\$ 355.88	\$ 693.45	\$ 400.00
Judicial Fee State	JFCT2	\$5.40	2050	\$ 45.71	\$ 49.53	\$ 35.98	\$ 75.91	\$ 49.83		\$ 42.64	\$ 93.62	\$ 48.60
Time Payment Fee Local	TP-L-E	\$2.50	3449	\$ 5.00			\$ 5.00	\$ 2.50	\$ 12.50		\$ 2.50	
Warrant Fee	WRNTFE	\$50.00	3462	\$ 866.23	\$ 926.76	\$ 563.01	\$ 1,624.44	\$ 1,586.42	\$ 1,825.43	\$ 1,287.43	\$ 1,888.75	\$ 1,093.75
Over Payment	OV		3462									
Collection Agency Fee	COLAGY		2058	\$ 907.58	\$ 1,096.28	\$ 759.19	\$ 2,240.21	\$ 2,001.49	\$ 2,298.79	\$ 1,440.08	\$ 2,019.18	\$ 1,205.61
Judicial Fee State	JFCT	\$3.40	2050									
State Jury Fee	FEE	\$4.00	2050									
State Indigent Fee	ST-IDF	\$2.00	2050					\$ 18.46				
Corrections Management Inst.	CMI	\$0.50	2053									
Comp to Victims of Crime Fund	CVC	\$15.00	2050									
Juvenile Delinquency	JCD2	\$0.50	2050									
Consolidated Court Costs	CCC	\$17.00	2050									
Judicial Training	JCPT2	\$2.00	2050						\$ 90.24			
Civil Justice Fee State - MVF	CJFS	\$0.09	2050	\$ 0.39	\$ 0.27		\$ 0.27	\$ 0.27	\$ 0.54		\$ 0.45	\$ 0.36
Civil Justice Fee Court - MVF	CJFC	\$0.01	162 - 2050	\$ 0.04	\$ 0.03		\$ 0.03	\$ 0.03	\$ 0.06		\$ 0.05	\$ 0.04
Fugitive Apprehension	FA	\$5.00	2050									
Child Safety Seat	CSS	\$0.15	2050									
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 54.80	\$ 100.90	\$ 100.45	\$ 72.95	\$ 70.45	\$ 50.45		\$ 50.45	\$ 50.95
Truancy Prevention Fund	TPF	\$2.00		\$ 16.95	\$ 10.35	\$ 13.32	\$ 26.00	\$ 16.46	\$ 21.42	\$ 12.00	\$ 28.67	\$ 14.00
Restitution	RST											
FTA Program - State	TLFTA1	\$20.00	10 2050	\$ 123.60	\$ 156.40	\$ 80.00	\$ 340.00	\$ 180.00	\$ 340.00	\$ 180.00	\$ 260.00	\$ 160.00
FTA Program - Vendor	TLFTA2	\$6.00	10 2059	\$ 107.40	\$ 114.00	\$ 66.00	\$ 182.40	\$ 126.00	\$ 178.38	\$ 133.62	\$ 136.68	\$ 103.32
FTA Program - City	TLFTA3	\$4.00	10 3451	\$ 71.60	\$ 76.00	\$ 44.00	\$ 121.60	\$ 84.00	\$ 118.92	\$ 89.08	\$ 91.12	\$ 68.88
Local Municipal Jury Fund	LMJF	\$0.10	2049	\$ 6.08	\$ 5.99	\$ 8.11	\$ 8.39	\$ 4.72	\$ 8.38	\$ 5.63	\$ 5.79	\$ 7.84
Time Payment Reimbursement Fee	TPRF	\$15.00	3448	\$ 223.55	\$ 97.17	\$ 127.99	\$ 255.76	\$ 106.96	\$ 167.96	\$ 109.22	\$ 75.00	\$ 150.36
CCC 2020	CCC20	\$62.00	2050	\$ 3,691.81	\$ 3,718.86	\$ 4,905.39	\$ 5,126.58	\$ 2,920.87	\$ 5,143.18	\$ 3,418.22	\$ 3,538.8	\$ 3,512.00
Local Court Technology Fund	LMCTF	\$4.00	13 3850	\$ 242.17	\$ 239.92	\$ 324.47	\$ 334.74	\$ 188.43	\$ 335.82	\$ 224.53	\$ 232.32	\$ 312.00

**City of Wharton Municipal Court Monthly Report**

Item-20.

Description	Code	Amount	G/L Acct	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Local Truancy Prevention Fund	LTPDF	\$5.00	10 2050	\$ 302.73	\$ 299.91	\$ 405.58	\$ 418.46	\$ 235.56	\$ 419.77	\$ 280.67	\$ 290.39	\$ 390.87
Local Building Security Fund	LMCBSF	\$4.90	13 3851	\$ 296.66	\$ 239.90	\$ 397.48	\$ 410.07	\$ 230.84	\$ 411.38	\$ 275.03	\$ 284.61	\$ 383.04
<b>Total</b>				\$ 17,122.94	\$ 18,554.47	\$ 19,596.35	\$ 28,744.70	\$ 17,558.95	\$ 27,641.84	\$ 18,219.71	\$ 21,232.45	\$ 21,991.45
State Revenue				\$ 5,847.79	\$ 5,958.62	\$ 6,843.94	\$ 7,812.40	\$ 4,304.59	\$ 8,493.41	\$ 5,592.15	\$ 6,582.84	\$ 7,398.79
Less Service Fee				\$ 116.73	\$ 123.15	\$ 107.65	\$ 145.29	\$ 76.97	\$ 190.87	\$ 118.13	\$ 174.36	\$ 143.29
<b>Total State Revenue</b>				\$ 5,731.06	\$ 5,835.47	\$ 6,736.29	\$ 7,667.11	\$ 4,227.62	\$ 8,302.54	\$ 5,474.02	\$ 6,408.48	\$ 7,255.50
Monthly Separate Report												
Child Safety Seat	CSS	\$0.15	2050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Separate Report												
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 54.80	\$ 100.90	\$ 100.45	\$ 72.95	\$ 70.45	\$ 50.45	\$ -	\$ 50.45	\$ 50.95
City Revenue				\$ 10,205.37	\$ 11,284.67	\$ 11,826.77	\$ 18,436.74	\$ 11,037.96	\$ 16,620.81	\$ 11,053.86	\$ 12,443.30	\$ 13,232.78
Collection Agency - Linebargar				\$ 907.58	\$ 1,096.28	\$ 759.19	\$ 2,240.21	\$ 2,001.49	\$ 2,298.79	\$ 1,440.08	\$ 2,019.18	\$ 1,205.61
FTA Program - Vendor				\$ 107.40	\$ 114.00	\$ 66.00	\$ 182.40	\$ 126.00	\$ 178.38	\$ 133.62	\$ 136.68	\$ 103.32
<b>Grand Total</b>				\$ 17,122.94	\$ 18,554.47	\$ 19,596.35	\$ 28,744.70	\$ 17,540.49	\$ 27,641.84	\$ 18,219.71	\$ 21,232.45	\$ 21,991.45
Traffic Non-Parking				49	94	136	114	77	100	67	138	119
Parking				1	2	4	0	0	2	1	0	0
Non-Traffic State Law				38	23	10	44	12	32	38	21	14
City Ordinance				28	33	7	5	7	17	1	11	9
Dispositions prior to Trial				11	8	18	17	10	12	11	19	9
Fined				10	8	7	17	9	12	11	16	9
Cases Dismissed				0	0	1	0	1	0	0	3	0
Dispositions dismissed by Prosecution				1	0	1	0	1	0	0	3	0
Dispositions at Trial				102	95	116	144	104	106	67	99	105
Finding of Guilty				67	65	105	106	57	93	58	72	97
Dismissed at Trial by Prosecution				35	30	11	38	47	13	9	17	8
Dismissed After Driver Safety Course				11	5	6	4	6	9	1	6	6
Dismissed After Deferred Disposition				6	1	3	2	1	3	2	5	1
Dismissed After Proof of Financial Responsibility				0	0	0	0	1	5	1	0	0
Dismissed Compliance				5	12	19	22	9	15	10	11	10
Cases Appealed				1	0	0	0	0	0	3	0	6
Juvenile/Minor Transportation Code Cases Filed				0	0	0	1	0	2	0	3	3
Juvenile/Alcoholic Beverage Code				0	1	0	0	0	0	0	0	0
Juvenile - Non-Traffic				0	0	0	2	0	0	0	1	0
Search Warrants				0	0	0	0	0	0	0	0	0
Arrest Warrants Issued - Class C				59	27	0	77	0	47	109	13	0
Arrest Warrants Issued - Felonies, Class A & B				12	8	8	11	7	7	11	6	12
Magistrate - Class A & B & C				0	0	0	0	0	0	0	0	0
Magistrate - Felonies				0	0	0	0	0	0	0	0	0
Magistrate - Orders for Emergency Protection				0	0	0	0	1	0	0	0	0

# Memorandum

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**To:** Joseph R. Pace  
**From:** Chief Terry David Lynch  
**Date:** 7/10/2023  
**Re:** City Council Monthly Reports

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Mr. Pace,

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

Please contact me if you have any questions.

**CONFIDENTIAL**

**WHARTON PD YR 2023**

<b>CATEGORY</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YR END TOTAL</b>	<b>AVERAGE PER DAY</b>
CITATIONS	79	64	80	65	107	107							502	2.77
WARNINGS	81	68	89	62	68	113							481	2.66
CRASH REPORTS	13	25	22	22	17	21							120	0.66
CRIMINAL REPORTS	79	98	88	77	108	98							548	3.03
PATROL SECURITY CHECKS	3,310	2,774	2,780	2,480	2,215	2,617							16,176	89.37
POLICE CALLS FOR SERVICE	1,069	968	1,117	975	1,225	1,186							6,540	36.13
WEMS CALLS FOR SERVICE	266	246	240	235	258	283							1,528	8.44
WVFD CALLS FOR SERVICE	42	47	35	48	40	42							254	1.40
TOTAL CALLS FOR SERVICE-PD/FD/EMS	4,687	4,035	4,172	3,738	3,738	4,128							24,498	135.35
VICTIM ASSISTANCE CONTACTS						11							11	0.06
OPEN RECORDS REQUESTS	14	6	10	15	9	14							68	0.38
VISITOR LOG IN	40	46	46	26	32	30							220	1.22
911 CALL INTAKE	635	705	777	751	790	773							4,431	24.48
ANIMAL CONTROL CALLS	33	102	153	102	77	180							647	3.57
TAGGED JUNK VEHICLES	68	6	8	6	19	6							113	0.62

*911 calls for June '23 were answered by WPD Telecommunicators under 10 seconds 89.39 % of the time.*





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

## MEMORANDUM

**Date:** July 20, 2023  
**To:** Joseph R. Pace, City Manager  
**From:** Anthony Arcidiacono, Public Works Director  
**Subject:** Public Works Monthly Report

The monthly report for the Public Works Department for June 20, 2023 through July 20, 2023 is as follows:

### **Streets**

Asphalt all City streets  
 Maintenance all equipment; Completed inspections for equipment\vehicles due for the month  
 Mow and weed-eat all City right of ways  
 Street sweeper swept all City streets  
 Repair/Replace street and stop signs  
 Clean signs  
 Mowed at the Airport  
 Mowed Hwy 59 south and north  
 Mowed Santa Fe Ditch  
 Mowed Levee lots  
 Fleet inspections  
 Shaved back grass on road at Airport  
 Demo mail box and concrete slabs at mobile home park entrance for 1301 extension project  
 Pick up tires at 805 Spanish Camp per Code Enforcement  
 Cleared out trees and debris at Milam and Outlar  
 Delivered and spread 1 cu yard limestone at 1512 Harris

### **Drainage**

Cleaned catch basins during heavy rain  
 Reset culvert pipe driveway at 323 Washington  
 Dug out ditch at 1909 Foote to improve drainage  
 Installed 16 ft of 12 in culvert and covered with 3 yds of limestone at 1216 W. Caney  
 Dug out ditch on W. Caney between Hughes and Oak and reset culvert driveways to improve drainage  
 Dug out ditch on Joan St and reset culvert driveways to improve drainage

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



# City of Wharton

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

## MEMORANDUM

Date: July 20, 2023  
From: Lynette Masek, Customer Service Clerk  
To: Mr. Joseph R. Pace, City Manager

**Subject: January 2023 Monthly Water / Sewer Report**

### SEWER TREATED

Plant # 1 (S. East Ave.)	0.543	Million Gallons per Day Capacity 1.5 MGD
Plant # 2 (Highway 59)	0.202	Million Gallons per Day Capacity 0.5 MGD

### DRINKING WATER PUMPED

Well # 1 (Alabama Road)	4.708	Million Gallons
Well # 2 (Cloud Street)	11.922	Million Gallons
Well # 3 (Alabama Road)	8.070	Million Gallons
Well # 4 (Valhalla Street)	14.271	Million Gallons

Re-Read & Check for Leak	0
Miscellaneous	5
Turn off for no deposit	0
OCC Chg-Read & Leave on	20
Turn off service	28
Turn on service	16
Reconnection	11
Check sewer backup	4
Water leak	2
Locate Lines	2
Meter Maintenance	44
Turn off for repairs	6
Check for leak @ meter	6
New Meter	7
Take off vacation	0
Put on vacation	0
Water/sewer taps	0
Pull Meter	0
Get reading - curr billing	13
Check for water pressure	3
Public Work Service Requests	12
Meter Information	50
Read Check after Billing	0

**GRAND TOTALS 229**



# City of Wharton

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

## MEMORANDUM

**DATE:** July 5, 2023

**FROM:** Nathan Vogt, Code Enforcement Officer

**TO:** Joseph R. Pace, City Manager  
City of Wharton Council Members

**SUBJECT:** Weedy Lot Report for the month of June 2023

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During this month, I mailed out **60** weedy lot letters. **16** properties were memorandum to be mowed. **56** properties were addressed during this time period.

If you should have any questions, please contact me at (979) 532-4811 ext. 235. Thank You.



# City of Wharton

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

Item-20.

## MEMORANDUM

Date: 07/05/2023

From: Dwayne Pospisil, Airport Manager

To: Joseph R. Pace, City Manager


Subject: Department Head Report.

	100LL B	100LL T	JetA B	JetA T	Total
1	0		350		350
2	26.54		733.6		760.14
3					0
4	58.27	16.84			75.11
5			6		6
6		39.9			39.9
7	61.58		450		511.58
8			134		134
9		58.98	420		478.98
10		36.42			36.42
11		24.54			24.54
12	52.65		130		182.65
13	18.97	37.48		91.46	147.91
14		61.72			61.72
15		65.87			65.87
16	33.98	105.05	550		689.03
17					0
18	70	50			120
19		40.96			40.96
20		47.34			47.34
21	40	55.07		40	135.07
22		12			12
23		41.66		150	191.66
24	17.02	152.93			169.95
25		50.41			50.41
26		51.72	350		401.72
27	34.79	120.88	130		285.67
28					0
29	106.64			44.18	150.82
30	40	105.25			145.25
31					0
<b>Total</b>	<b>560.44</b>	<b>1175.02</b>	<b>3253.6</b>	<b>325.64</b>	<b>5314.7</b>

100LL 2,981G  
 JetA 6,198G  
 Truck Usage 2,154G


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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	City Council may adjourn into an Executive Session in accordance with Section 551.074 of the Local Government Code, Revised Civil Statutes of Texas. Final action, decision, or vote, if any with regard to any matter considered in Executive Session shall be made in Open Meeting. Discussion: A. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: 1. New Public Works Director.
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/24/2023	Agenda Item:	Action on items discussed in Executive Session: A. Appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: 1. New Public Works Director.
City Manager: Joseph R. Pace		Date: Thursday, July 20, 2023	
Approval: 			
Mayor: Tim Barker			