



**CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING**

**Monday, October 28, 2024  
7:00 PM**

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

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

Notice is hereby given that a City Council Regular Meeting will be held on Monday, October 28, 2024, 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 24th day of October 2024.

By:   
Tim Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Regular Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on October 24, 2024, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 24th day of October 2024.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**City Council Regular Meeting**  
**Monday, October 28, 2024**  
**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 September 2024.
2. Request from Ms. Traci Myers, Director of the WCJC Senior Citizens Program, to host a WCJC 5K Stride and Stroll on December 7, 2024, at the Riverfront Park Central Pavilion and assistance with the following:
  - A. To post the event (WCJC 5K Stride and Stroll 2024) on the Digital Billboard on Highway 59 by La Casona/Walmart.
  - B. Close part of Elm Street between Brietling Street and Fulton Street from 6:30 a.m. to 12:00 p.m.
  - C. To use city-owned barricades for the street closures at Elm Street and Brietling Street, Elm Street and Resident Street, Elm Street and Rusk Street, and Elm Street and Fulton Street.
  - D. To have ten (10) trash barrels and extra liners provided.
  - E. To waive all fees that may apply to this event.
3. Request from Mr. Michael Roberson on behalf of Roberson Properties Inc., 200 E. Milam St. & 105 S. Rusk St., Wharton, Block 6, Lots 1, 2A & 2 for:
  - A. Variance to build across property lines.
  - B. Zero setback variance to the building line setback on the side adjoining Block 6, Lots 3 & 4.
  - C. Variance to match existing adjacent building elevation.
4. Resolution: A resolution of the Wharton City Council authorizing the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department from Associated Supply Company, Inc., through the Buyboard Cooperative Purchasing Program and authorizing the City Manager to execute all documents related to said purchase.
5. Resolution: A resolution of the Wharton City Council approving the Annual Service Contract with Stryker Medical and authorizing the Mayor to execute all documents related to said contract.


- [6.](#) Resolution: A resolution of the Wharton City Council approving the purchase of a Power-Load System, Stretcher, Stair Chair, and Power-Load ProCare from Stryker Medical and authorizing the City Manager to execute all documents related to said purchase.
- [7.](#) Resolution: A resolution of the Wharton City Council authorizing the purchase of an electronic sign for the Wharton Civic Center from Core Displays through the TIPS Cooperative Program and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
- [8.](#) Resolution: A resolution of the Wharton City Council authorizing the purchase of an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager's Office area of City Hall and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
- [9.](#) Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program with the State Energy Conservation Office (SECO) and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement.
- [10.](#) Resolution: A resolution of the Wharton City Council authorizing the replacement of the roof and gutters at the Public Works Department from Monument Roofing Systems through the TIPS Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
- [11.](#) Resolution: A resolution of the Wharton City Council authorizing the City Manager to Docu-Sign the Texas Department of Transportation Airport Project Participation Agreement for design services to rehabilitate Runway 14/32 and Taxiway A, B, C, and D at the Wharton Regional Airport.
- [12.](#) Update of City of Wharton Grant Programs.
- [13.](#) Update on the City of Wharton's ongoing projects.
- [14.](#) Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees:
  - A. Resignations.
  - B. Appointments.
  - C. Vacancies.
- [15.](#) City Council Boards, Commissions, and Committee Reports:
  - A. Finance Committee meeting held October 14, 2024.
- [16.](#) Department Head Reports:
  - A. City Secretary/Personnel.
  - B. Code Enforcement.
  - C. Community Services Department/Civic Center.
  - D. Emergency Management.
  - E. E. M. S. Department.

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

**Adjournment.**

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	City of Wharton Financial Report for September 2024.
<p>Attached you will find a copy of the City of Wharton Financial Report for the month of September 2024.</p> <p>Finance Director Joan Andel will present the report.</p>			
City Manager: Joseph R. Pace		Date: Thursday, October 24, 2024	
Approval: 			
Mayor: Tim Barker			

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

CHECK DATE: 9/01/2024 THRU 9/30  
CLEAR DATE: 0/00/0000 THRU 99/99  
STATEMENT: 0/00/0000 THRU 99/99  
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	9/05/2024	CHECK	118782	CAMERON COUNTRY DODGE	49,175.00CR	CLEARED	A	10/16/2024
1000	9/05/2024	CHECK	118783	CAMERON COUNTRY DODGE	98,350.00CR	CLEARED	A	10/16/2024
1000	9/11/2024	CHECK	118784	TEXASGULF CREDIT UNION	1,125.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118785	LEWANDOWSKI, RONALD	152.57CR	CLEARED	G	10/16/2024
1000	9/10/2024	CHECK	118786	NETRO, BONIFACIO	48.52CR	OUTSTND	G	0/00/0000
1000	9/10/2024	CHECK	118787	KHOURY CHEVROLET OF WHARTON	8,528.78CR	CLEARED	G	10/16/2024
1000	9/10/2024	CHECK	118788	CASTILLO, JAELA	48.52CR	CLEARED	G	10/16/2024
1000	9/10/2024	CHECK	118789	MORALES, ERNESTO	59.55CR	CLEARED	G	10/16/2024
1000	9/10/2024	CHECK	118790	PROSPERITY BANK	661.39CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118791	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118792	PROSPERITY BANK	2,182.53CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118793	PROSPERITY BANK	2.96CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118794	PROSPERITY BANK	5.09CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118795	PROSPERITY BANK	54.49CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118796	PROSPERITY BANK	898.20CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118797	PROSPERITY BANK	146.38CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118798	ALAMO LUMBER COMPANY	57.45CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118799	AMAZON CAPITAL SERVICES	740.24CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118800	AQUA-TECH LABORATORIES, I	7,844.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118801	ARDURRA	2,574.80CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118802	ARNOLD OIL COMPANY	860.74CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118803	AT & T	134.36CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118804	AT&T	282.44CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118805	AUTOZONE, INC.	9.78CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118806	BARBEE SERVICES, INC.	3,478.27CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118807	RONNIE BOLLON	840.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118808	BONNIE GRAY	8,774.00CR	OUTSTND	A	0/00/0000
1000	9/10/2024	CHECK	118809	BRAZORIA COUNTY WATER LAB	255.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118810	CAPITAL ONE (WALMART)	517.88CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118811	CAPITAL UNDERGROUND UTILITIES	42,935.39CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118812	CENTERPOINT ENERGY	2,640.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118813	CENTERPOINT ENERGY	74.14CR	OUTSTND	A	0/00/0000
1000	9/10/2024	CHECK	118814	CHERYL'S EXXON	28.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118815	CINDY HERNANDEZ	10.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118816	COBURN'S NEW CANEY (56)	1,118.84CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118817	DBT TRANSPORTATION SERVICES, L	5,966.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118818	DIRECTV	196.23CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118819	DON DAVIS MOTOR CO, INC	6,361.98CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118820	DSS-DRIVING SAFETY SERVICES, L	2,395.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118821	HMT LLC	3,000.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118822	E.B.AIR, LLC	135.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118823	EL CAMPO MEMORIAL HOSPITAL	195.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118824	FLORES TIRE SERVICE, INC.	1,142.72CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118825	FORECLOSURE CLEANING & MAINTEN	811.88CR	CLEARED	A	10/16/2024

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Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	9/10/2024	CHECK	118826	G-M INSPECTION SERVICES	2,175.00CR	OUTSTND	A	0/00/0000
1000	9/10/2024	CHECK	118827	GULF COAST ENVIRONMENTAL HEALT	1,200.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118828	GULF STREAM CONSTRUCTION, LLC	29,600.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118829	HALO AMERICAS INC VOIDED	25,200.00CR	VOIDED	A	9/10/2024
1000	9/10/2024	CHECK	118830	HARRIS COUNTY A/R RADIO	187.50CR	OUTSTND	A	0/00/0000
1000	9/10/2024	CHECK	118831	HARRISON, WALDROP,	12,500.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118832	HENRY SCHEIN, INC	86.42CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118833	AMBRUS HIGHTOWER	1,112.50CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118834	HINZE'S BAR-B-QUE INC	613.90CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118835	HUB INTERNATIONAL INSURANCE SE	625.00CR	OUTSTND	A	0/00/0000
1000	9/10/2024	CHECK	118836	IMPACT PROMOTIONAL SERVICES, L	991.60CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118837	JACKIE JURASEK:	95.97CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118838	KANSAS GOLF AND TURF	976.61CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118839	LAQWANDA DAVIS	500.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118840	LAURA L RAMIREZ	225.00CR	OUTSTND	A	0/00/0000
1000	9/10/2024	CHECK	118841	LINEBARGER GOGGAN BLAIR	1,891.02CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118842	MASTER MEDICAL EQUIPMENT	525.88CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118843	MCI	137.93CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118844	O'REILLY AUTOMOTIVE STORVOIDED	36.98CR	VOIDED	A	9/10/2024
1000	9/10/2024	CHECK	118845	ODESSA PUMPS & EQUIPMENT INC.	1,384.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118846	ODP BUSINESS SOLUTIONS, LLC	1,291.19CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118847	ORKIN	561.98CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118848	PEKAR'S BODY SHOP, INC.	485.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118849	PENN CREDIT CORP	50.25CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118850	PITNEY BOWES BANK INC	774.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118851	QUALITY DIESEL SERVICE VOIDED	2,046.00CR	VOIDED	A	9/10/2024
1000	9/10/2024	CHECK	118852	QUALITY HOT-MIX INC	5,722.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118853	QUIDDITY ENGINEERING, LLC	2,337.45CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118854	QUILL CORPORATION	27.99CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118855	R&R PRINTING & GRAPHICS	185.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118856	RICHMOND RD. TRUCK & AUTO PART	301.95CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118857	ROBERSON A/C & REFRIGERAT	1,348.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118858	ROTARY CLUB OF WHARTON	92.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118859	SHOPPA'S FARM SUPPLY	12.18CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118860	SIDDONS-MARTIN EMERGENCY GROUP	1,823.80CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118861	ARIEL SOLTURA	60.00CR	OUTSTND	A	0/00/0000
1000	9/10/2024	CHECK	118862	SPARKLIGHT/ NEWWAVE	827.76CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118863	STROUHAL TIRE	373.80CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118864	TEC-TRONIC SYSTEMS, INC	4,612.74CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118865	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118866	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118867	GWYN TEVES	191.26CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118868	TEXAS QUALITY LAWN EQUIPMENT	149.79CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118869	THOMSON REUTERS - WEST	870.45CR	CLEARED	A	10/16/2024

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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	9/10/2024	CHECK	118870	TITAN AVIATION FUELS	22,625.18CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118871	SAFEBUILT LLC	8,651.25CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118872	UNITED AGRICULTURAL COOPERATIV	136.28CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118873	HD SUPPLY, INC USA BLUE BOOK	842.97CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118874	VC3 INC	945.93CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118875	VERIZON	95.70CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118876	VERIZON WIRELESS	873.50CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118877	WHARTON COUNTY ELECTRIC C	356.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118878	PAUL WEBB	1,425.90CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118879	WHARTON CHEVY GMC	42,570.87CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118880	WHARTON CHEVY GMC	473.78CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118881	WHARTON CO CLERK	121.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118882	WHARTON COUNTY CENTRAL APPRAIS	13,126.37CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118883	WHARTON COUNTY SHERIFF'S OFFIC	2,080.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118884	WHARTON FEED & SUPPLY, LLC	732.63CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118885	WHARTON LAWN & GARDEN	172.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118886	WHARTON TRACTOR	4,308.68CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118887	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118888	WHARTON VETERINARY CLINIC, PLL	883.73CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118889	WHENTOWORK, INC	650.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118890	WYLIE MANUFACTURING CO.	811.43CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118891	YVONNE GUTIERREZ	200.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118892	TEXAS EMERGENCY SERVICES RETIR	10,200.00CR	CLEARED	A	10/16/2024
1000	9/11/2024	CHECK	118893	Sun Life Financial	3,327.21CR	CLEARED	A	10/16/2024
1000	9/11/2024	CHECK	118894	AFLAC	1,865.39CR	CLEARED	A	10/16/2024
1000	9/11/2024	CHECK	118895	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/11/2024	CHECK	118896	Legal Shield	483.35CR	CLEARED	A	10/16/2024
1000	9/11/2024	CHECK	118897	TML GROUP BENEFITS RISK VOIDED	106,404.06CR	VOIDED	A	9/11/2024
1000	9/11/2024	CHECK	118898	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/11/2024	CHECK	118899	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/17/2024	CHECK	118900	UNITED STATES POST OFFICE	261.53CR	CLEARED	A	10/16/2024
1000	9/17/2024	CHECK	118901	JEFFERY L GUBBELS	2,705.00CR	OUTSTND	A	0/00/0000
1000	9/30/2024	CHECK	118902	UNITED STATES POST OFFICE	1,340.85CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118904	TEXASGULF CREDIT UNION	1,125.00CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118905	AIR CONDITIONING INNOVATIVE	2,237.44CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118906	ALLIED BREATHING AIR	957.06CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118907	AMAZON CAPITAL SERVICES	163.91CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118908	KESLIE ANDERSON	60.38CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118909	ARDURRA	9,850.40CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118910	AT & T	1,189.97CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118911	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118912	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118913	AT&T	513.99CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118914	BOUND TREE MEDICAL, LLC	604.60CR	OUTSTND	A	0/00/0000

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CHECK DATE: 9/01/2024 THRU 9/30/2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	9/25/2024	CHECK	118915	CARL HLAVINKA	250.00CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118916	CENTERPOINT ENERGY	490.58CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118917	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118918	CHERYL'S EXXON	7.00CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118919	CINTAS CORPORATION	1,914.09CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118920	COBURN'S NEW CANEY (56)	1,711.89CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118921	CORE & MAIN LP	12,536.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118922	DIRECTV	196.23CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118923	E.B.AIR, LLC	10,700.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118924	FBI-LEEDA	1,590.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118925	FORECLOSURE CLEANING & MAINTEN	811.88CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118926	GENSCO TIRES	152.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118927	GFL ENVIRONMENTAL (WCA)	247,241.44CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118928	GOLD STAR PETROLEUM, INC.	10,530.32CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118929	GRANTWORKS	60,960.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118930	GULF COAST PAPER CO	216.18CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118931	AMBRUS HIGHTOWER	1,125.00CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118932	LINEBARGER GOGGAN BLAIR	1,799.09CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118933	LONE STAR FLAGS & FLAGPOLES, I	842.65CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118934	MICKIE SERVICE COMPANY INC.	5,200.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118935	MLK CHURCH OF CHRIST	200.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118936	NINA WILLIAMS	200.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118937	NUTRIEN AG SOLUTIONS	3,286.85CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118938	O'REILLY AUTOMOTIVE STORES, IN	25.77CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118939	ODP BUSINESS SOLUTIONS, LLC	264.89CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118940	STEVEN M. BURKE	2,390.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118941	ORKIN	280.99CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118942	PEST ARREST	60.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118943	PITNEY BOWES BANK INC	200.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118944	THE POLICE AND SHERIFFS PRESS,	17.60CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118945	PRUDENTIA, INC.	8,407.49CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118946	PVS DX, INC	3,401.68CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118947	QUIDDITY ENGINEERING, LLC	26,901.30CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118948	RATH PLUMBING CO	180.15CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118949	RELIANT ENERGY	32,516.53CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118950	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118951	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118952	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118953	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118954	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118955	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118956	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118957	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118958	VOID CHECK	0.00	OUTSTND	A	0/00/0000

10/17/2024 10:38 AM  
COMPANY: 61 - Consolidated Cash  
ACCOUNT: 1000 Cash in Bank  
TYPE: Check  
STATUS: All  
FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 5  
CHECK DATE: 9/01/2024 THRU 9/30/2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	9/25/2024	CHECK	118959	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118960	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118961	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118962	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118963	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118964	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118965	RICHMOND RD. TRUCK & AUTO PART	1,252.96CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118966	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118967	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118968	MARK RISINGER	7,625.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118969	ROBERT J KORENEK	2,300.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118970	RUSH REFRIGERATION SERVICES, L	1,423.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118971	SCHMIDT IMPLEMENT INC.	700.88CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118972	SHOPPA'S FARM SUPPLY	701.46CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118973	SPARKLIGHT/ NEWWAVE	20.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118974	STROUHAL TIRE	1,525.86CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118975	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118976	TEC-TRONIC SYSTEMS, INC	63.99CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118977	TEXAS COMMUNICATIONS OF BRYAN	14,093.46CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118978	TRAFKO INDUSTRIES, INC.	3,455.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118979	WANDA SCHULER	200.00CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118980	WHARTON COUNTY ELECTRIC C	972.03CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118981	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118982	WEX BANK	80.83CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118983	WHARTON CHEVY GMC	1,659.37CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118984	WHARTON CO CLERK	50.00CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118985	WHARTON TRACTOR	1,680.00CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118986	ZIONS BANK CORPORATE TRUST	1,900.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118987	WHARTON COUNTY	10,000.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118988	ROBERSON A/C & REFRIGERAT	30,126.70CR	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118989	VOID CHECK	0.00	CLEARED	A	10/16/2024
1000	9/25/2024	CHECK	118990	PAULA FAVORS	2,120.55CR	CLEARED	A	10/16/2024
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	1,122,960.05CR			
				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			

10/17/2024 10:40 AM

CHECK RECONCILIATION REGISTER

PAGE: 1

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

CHECK DATE: 9/01/2024 THRU 9/30/2024  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 5,000.00 THRU 999,999,999.99  
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	9/05/2024	CHECK	118782	CAMERON COUNTRY DODGE	49,175.00CR	CLEARED	A	10/16/2024
1000	9/05/2024	CHECK	118783	CAMERON COUNTRY DODGE	98,350.00CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118787	KHOURY CHEVROLET OF WHARTON	8,528.78CR	CLEARED	G	10/16/2024
*** 1000	9/10/2024	CHECK	118800	AQUA-TECH LABORATORIES, I	7,844.00CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118808	BONNIE GRAY	8,774.00CR	OUTSTND	A	0/00/0000
*** 1000	9/10/2024	CHECK	118811	CAPITAL UNDERGROUND UTILITIES	42,935.39CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118817	DBT TRANSPORTATION SERVICES, L	5,966.00CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118819	DON DAVIS MOTOR CO, INC	6,361.98CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118828	GULF STREAM CONSTRUCTION, LLC	29,600.00CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118829	HALO AMERICAS INC VOIDED	25,200.00CR	VOIDED	A	9/10/2024
*** 1000	9/10/2024	CHECK	118831	HARRISON, WALDROP,	12,500.00CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118852	QUALITY HOT-MIX INC	5,722.00CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118870	TITAN AVIATION FUELS	22,625.18CR	CLEARED	A	10/16/2024
1000	9/10/2024	CHECK	118871	SAFE BUILT LLC	8,651.25CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118879	WHARTON CHEVY GMC	42,570.87CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118882	WHARTON COUNTY CENTRAL APPRAIS	13,126.37CR	CLEARED	A	10/16/2024
*** 1000	9/10/2024	CHECK	118892	TEXAS EMERGENCY SERVICES RETIR	10,200.00CR	CLEARED	A	10/16/2024
*** 1000	9/11/2024	CHECK	118897	TML GROUP BENEFITS RISK VOIDED	106,404.06CR	VOIDED	A	9/11/2024
*** 1000	9/25/2024	CHECK	118909	ARDURRA	9,850.40CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118921	CORE & MAIN LP	12,536.00CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118923	E.B.AIR, LLC	10,700.00CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118927	GFL ENVIRONMENTAL (WCA)	247,241.44CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118928	GOLD STAR PETROLEUM, INC.	10,530.32CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118929	GRANTWORKS	60,960.00CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118934	MICKIE SERVICE COMPANY INC.	5,200.00CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118945	PRUDENTIA, INC.	8,407.49CR	CLEARED	A	10/16/2024
*** 1000	9/25/2024	CHECK	118947	QUIDDITY ENGINEERING, LLC	26,901.30CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118949	RELIANT ENERGY	32,516.53CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118968	MARK RISINGER	7,625.00CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118977	TEXAS COMMUNICATIONS OF BRYAN	14,093.46CR	OUTSTND	A	0/00/0000
*** 1000	9/25/2024	CHECK	118987	WHARTON COUNTY	10,000.00CR	OUTSTND	A	0/00/0000
1000	9/25/2024	CHECK	118988	ROBERSON A/C & REFRIGERAT	30,126.70CR	CLEARED	A	10/16/2024
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	991,223.52CR			
				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			

- Ⓐ Public Works Vehicles
- Ⓑ GLO Buyout
- Ⓒ Waterline Extension
- Ⓓ Emergency Hangar Repairs
- Ⓔ Police Department Vehicle
- Ⓕ City Hall A/C Repairs
- Ⓖ A/C Repair at Fire Station

# CITY OF WHARTON PROSPERITY BANK BALANCES

Account	09/30/24
General	\$1,053,079.02
PEG	\$15,187.46
Hotel/Motel	\$2,482.39
Municipal Technology	\$9,787.18
Seizure	\$24,133.45
Fire Special Revenue	\$397.46
Municipal Building	\$23,557.04
Debt	\$2,992.58
CDBG Contract	\$5,097.03
Tax Notes 2017	\$326,035.47
2011 Tax & Rev Bond	\$183,984.65
2013 Bond	\$8,205.54
Capital Improvement	\$466,150.60
QECB	\$313,221.87
2015 Bond	\$143,242.15
USDA Water Well	\$190,239.81
2019 Tax Anticipation Notes	\$6,505.68
2019 Bond Fund	\$139,090.74
2020 Tax Notes Series	\$144,394.45
FM 1301 Project	\$206,075.58
Utility SIB	\$35,524.43
Water/Sewer	\$93,952.22
Solid Waste	\$152,832.63
EMS	\$265,198.26
Civic Center	\$18,901.56
Airport	\$106,660.96
Consolidated Cash	\$620,839.19
Payroll	\$4,618.50
Credit Card Clearing	\$899.15
Railroad Depot	\$503.11
Hurricane Harvey Infrastructure	\$176,461.98
	<b>\$4,740,252.14</b>

Monthly average yield for September 2024 was .250%

Prosperity Bank Credit Card  
Closing date 09/30/2024

Gwyn Teves	\$778.22
Joseph Pace	\$509.50
Paula Favors	\$759.23
Terry Lynch	\$245.74
Joan Andel	\$780.45
Roderick Semien	\$604.86
Christy Gonzales	\$1.17
Claudia Velasquez	\$0.00

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

Joan Andel  
10/21/24

**TEXPOOL INVESTMENTS  
SUMMARY OF ACCOUNTS  
FOR THE MONTH ENDING SEPTEMBER 2024**

ACCOUNT	BEGINNING BALANCE 9/1/2024	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 09/30/24
General Fund	2,175,520.97	0.00	(350,000.00)	8,254.16	1,833,775.13
Hotel/Motel Fund	113.69	0.00	0.00	0.60	114.29
Municipal Court Technology	941.58	0.00	0.00	4.08	945.66
Seizure Fund	4,073.71	0.00	0.00	17.36	4,091.07
Municipal Court Building Security	44,969.40	0.00	0.00	190.86	45,160.26
Debt Service	5,620.56	65,000.00	0.00	149.38	70,769.94
2011 Tax & Revenue	5,408.63	0.00	0.00	22.95	5,431.58
2019 Tax Anticipation	655.83	0.00	0.00	2.72	658.55
2019 Bond	1,309,046.22	0.00	0.00	5,555.75	1,314,601.97
Utility SIB	526,339.68	0.00	0.00	2,233.83	528,573.51
Water & Sewer Fund	1,702,198.19	0.00	0.00	7,224.38	1,709,422.57
Solid Water Fund	539.60	10,000.00	0.00	21.65	10,561.25
EMS Fund	2,132,231.07	0.00	(250,000.00)	8,350.19	1,890,581.26
Civic Center Fund	517.32	0.00	0.00	2.12	519.44
Airport Fund	89,984.85	0.00	(50,000.00)	242.03	40,226.88
<b>TOTAL TEXPOOL INVESTMENTS</b>	<b>\$7,998,161.30</b>	<b>\$75,000.00</b>	<b>(\$650,000.00)</b>	<b>\$32,272.06</b>	<b>\$7,455,433.36</b>

The monthly average yield for September was 5.16%

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. Pace, City Manager

  
Joan Andel, Finance Director

**TEXAS CLASS INVESTMENTS  
SUMMARY OF ACCOUNTS  
FOR THE MONTH ENDING SEPTEMBER 2024**

ACCOUNT	BEGINNING BALANCE 9/1/2024	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 09/30/24
General Fund	51,095.11	0.00	0.00	222.07	51,317.18
Tax Notes Series 2020	1,113,391.16	0.00	(150,000.00)	4,818.23	968,209.39
<b>TOTAL TEXAS CLASS INVESTMENTS</b>	<b>\$1,164,486.27</b>	<b>\$0.00</b>	<b>(\$150,000.00)</b>	<b>\$5,040.30</b>	<b>\$1,019,526.57</b>

The monthly average yield for September was 5.2917%

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. Pace, City Manager

  
Joan Andel, Finance Director

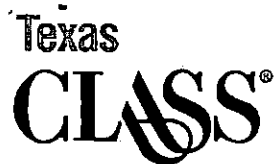
## CITY OF WHARTON

## SELECTED FINANCIAL INFORMATION

October 2024

	Actual YTD FY 2022-2023 Actual	Actual YTD FY 2024-2025	% Change
<b>AD VOLAREM TAXES - CURRENT TAXES</b>			
Assessed Value	664,840,640	726,127,606	9.22%
Exemptions	(12,646,607)	(13,166,321)	4.11%
Net Taxable Value Before Freeze	652,194,033	712,961,285	9.32%
Less: Total Freeze Taxable	(98,508,729)	(107,302,589)	N/A
Freeze Adjusted Taxable	553,685,304	605,658,696	9.39%
Tax Rate per \$100 Value	0.41761	0.45386	8.68%
Tax Levy Before Freeze Ceiling	2,312,245	2,748,843	18.88%
Plus: Freeze Ceiling	289,292	273,736	N/A
Tax Levy	2,601,537	3,022,579	16.18%
Estimated Delinquency	(78,046)	(90,677)	16.18%
Estimated Tax Revenue	2,523,491	2,931,901	16.18%
Actual Collections to Date-Current	2,539,515	2,901,390	14.25%
Variance Over (Under) from Estimated Collections	16,024	(30,511)	

	FY 2022-2023 Actual			FY 2023-2024 Actual			FY 2024	Comparisons			
							Net	2022-23 to 2023-24		2023-24 to Budget	
	City	WEDCO	Total	City	WEDCO	Total	Budget	\$ Dif	% Dif	\$ Dif	% Dif
October	151,031	75,516	226,547	182,831	91,415	274,246	147,295	31,799	21.05%	35,535	24.13%
November	155,562	77,781	233,344	164,046	82,023	246,069	151,781	8,484	5.45%	12,265	8.08%
December	199,559	99,779	299,338	192,107	96,054	288,161	195,337	(7,452)	-3.73%	(3,230)	-1.65%
January	141,640	70,820	212,460	148,552	74,276	222,828	137,998	6,912	4.88%	10,554	7.65%
February	174,300	87,150	261,450	184,289	92,144	276,433	170,331	9,989	5.73%	13,958	8.19%
March	196,365	98,182	294,547	161,387	80,694	242,081	192,175	(34,978)	-17.81%	(30,788)	-16.02%
April	133,381	66,690	200,071	194,915	97,457	292,372	129,821	61,534	46.13%	65,094	50.14%
May	162,927	81,464	244,391	168,971	84,486	253,457	159,072	6,044	3.71%	9,899	6.22%
June	212,880	106,440	319,321	151,366	75,683	227,049	208,526	(61,514)	-28.90%	(57,159)	-27.41%
July	149,588	74,794	224,382	214,019	107,010	321,029	145,866	64,431	43.07%	68,153	46.72%
August	187,302	93,651	280,953	168,127	84,064	252,191	183,203	(19,174)	-10.24%	(15,075)	-8.23%
September	159,205	79,602	238,807				155,387				
Total	2,023,740	1,011,870	3,035,610	1,930,610	965,305	2,895,916	1,976,792	66,075	3.54%	109,205	6.00%



Texas CLASS

Texas CLASS

Date	Dividend Rate	Daily Yield
09/01/2024	0.000000000	5.4306%
09/02/2024	0.000000000	5.4306%
09/03/2024	0.000148169	5.4230%
09/04/2024	0.000148604	5.4389%
09/05/2024	0.000148501	5.4351%
09/06/2024	0.000445749	5.4381%
09/07/2024	0.000000000	5.4381%
09/08/2024	0.000000000	5.4381%
09/09/2024	0.000147717	5.4064%
09/10/2024	0.000148253	5.4261%
09/11/2024	0.000147862	5.4117%
09/12/2024	0.000147686	5.4053%
09/13/2024	0.000443370	5.4091%
09/14/2024	0.000000000	5.4091%
09/15/2024	0.000000000	5.4091%
09/16/2024	0.000147897	5.4130%
09/17/2024	0.000148488	5.4347%
09/18/2024	0.000148415	5.4320%
09/19/2024	0.000146121	5.3480%
09/20/2024	0.000416718	5.0840%
09/21/2024	0.000000000	5.0840%
09/22/2024	0.000000000	5.0840%
09/23/2024	0.000138797	5.0800%
09/24/2024	0.000138538	5.0705%
09/25/2024	0.000138523	5.0700%
09/26/2024	0.000138401	5.0655%
09/27/2024	0.000414519	5.0571%
09/28/2024	0.000000000	5.0571%
09/29/2024	0.000000000	5.0571%
09/30/2024	0.000138341	5.0633%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



# Monthly Newsletter: October 2024

## ANNOUNCEMENTS

We welcome the following entities who joined TexPool in September 2024:

### TexPool

Clovercreek MUD  
McDade ISD  
Hempstead EDC Type A  
Frio County ESD 1  
Caldwell County MUD 7  
Pittsburg ISD  
Lake Pointe MUD

### TexPool Prime

Clovercreek MUD  
McDade ISD  
Hempstead EDC Type A  
Frio County ESD 1  
Caldwell County MUD 7  
Pittsburg ISD  
Lake Pointe MUD

### Upcoming Events

October 15 2024 - October 18 2024  
Texas Association of County Auditors  
Fall Conference 2024  
Georgetown, TX

October 30 2024 - November 2 2024  
Government Finance Officers Association  
of Texas (GFOAT) Fall Conference  
San Marcos, TX

### TexPool Advisory Board Members

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

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: Sky High

October 1, 2024

The Chicken Little predictions that the Federal Reserve easing cycle would lead to an exodus of assets from liquidity products have been proven wrong. In fact, some liquidity products appear to be gaining assets since the Fed cut rates by 50 basis points in mid-September to a range of 4.75-5%.

It's another case of the disconnect between some media pundits and investors. The former want their opinions heard, and bad news gets more attention. The latter simply want the highest possible return across their portfolio, whether they invest in liquidity products to offset riskier holdings or for future deployment to other investment opportunities.

Historically, in a falling-rate environment, yields of cash management products lag the direct security market. Why? Because some of their holdings have locked in higher rates, and most of those won't mature until later, at some point in the next 12 months—referred to as a laddered strategy. In contrast, some securities in the direct market—especially overnight securities and those with floating rates—trace Fed moves immediately. History is only a guide, of course, but we think this will be the case as the easing continues.

Some cynics channeling Henny Penny—the original name of that apocalyptic-minded chicken in the European folk tale—characterize the magnitude of the half-point reduction as a mortal blow. We think that actually helps cash-like vehicles because the decline in their

(continued page 6)

### Performance as of September 30, 2024

	TexPool	TexPool Prime
Current Invested Balance	\$30,875,405,325	\$13,844,868,615
Weighted Average Maturity**	26 Days	39 Days
Weighted Average Life**	88 Days	75 Days
Net Asset Value	1.00029	1.00060
Total Number of Participants	2,893	620
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$128,557,330.74	\$60,574,168.48
Management Fee Collected	\$1,025,582.71	\$630,820.30
Current S&P Global Rating	AAAm	AAAm

### Month Averages

Average Invested Balance	\$30,302,150,543	\$13,955,489,859
Average Monthly Rate*	5.16%	5.28%
Average Weighted Average Maturity**	31	38
Average Weighted Average Life**	96	75

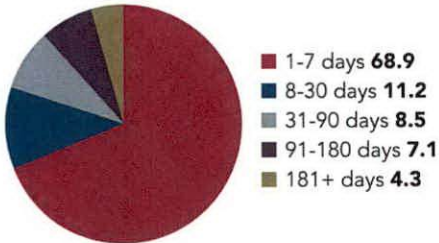
\*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

\*\*See page 2 for definitions.

Past performance is no guarantee of future results.

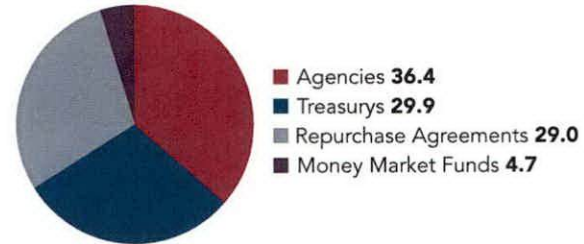
## Portfolio by Maturity (%)

As of September 30, 2024



## Portfolio by Type of Investment (%)

As of September 30, 2024



## Portfolio Asset Summary as of September 30, 2024

	Book Value	Market Value
Uninvested Balance	\$367.09	\$367.09
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	112,828,581.37	112,828,581.37
Interest and Management Fees Payable	-128,585,557.60	-128,585,557.60
Payable for Investments Purchased	-75,000,000.00	-75,000,000.00
Accrued Expenses & Taxes	-35,183.61	-35,183.61
Repurchase Agreements	8,982,767,000.00	8,982,767,000.00
Mutual Fund Investments	1,467,085,200.00	1,467,085,200.00
Government Securities	11,275,953,500.62	11,278,347,731.17
US Treasury Bills	7,565,593,486.77	7,572,994,548.50
US Treasury Notes	1,674,797,930.61	1,673,969,716.95
<b>Total</b>	<b>\$30,875,405,325.25</b>	<b>\$30,884,372,403.87</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	635	\$8,848,134,265.94
Higher Education	60	\$1,639,462,019.26
County	201	\$3,116,622,969.77
Healthcare	94	\$1,631,871,741.83
Utility District	939	\$4,847,932,182.16
City	509	\$8,299,690,650.29
Emergency Districts	113	\$436,819,726.44
Economic Development Districts	94	\$206,871,856.56
Other	248	\$1,767,976,407.34

## \*\*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

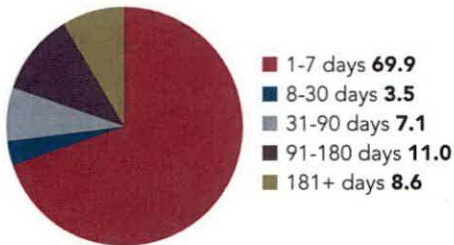
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
9/1	5.2968%	0.000145117	\$30,295,015,407.15	1.00019	36	100
9/2	5.2968%	0.000145117	\$30,295,015,407.15	1.00019	36	100
9/3	5.2838%	0.000144762	\$30,304,288,267.16	1.00012	34	101
9/4	5.2659%	0.000144272	\$30,319,867,909.61	1.00016	34	100
9/5	5.2763%	0.000144556	\$30,274,151,656.87	1.00016	34	100
9/6	5.2824%	0.000144724	\$30,193,587,770.12	1.00016	34	100
9/7	5.2824%	0.000144724	\$30,193,587,770.12	1.00016	34	100
9/8	5.2824%	0.000144724	\$30,193,587,770.12	1.00016	34	100
9/9	5.2727%	0.000144458	\$30,107,714,988.62	1.00018	32	99
9/10	5.2705%	0.000144398	\$30,270,278,391.18	1.00020	32	98
9/11	5.2668%	0.000144295	\$30,141,865,651.78	1.00017	31	97
9/12	5.2645%	0.000144232	\$29,991,606,575.95	1.00016	32	96
9/13	5.2691%	0.000144360	\$30,135,270,531.07	1.00022	33	95
9/14	5.2691%	0.000144360	\$30,135,270,531.07	1.00022	33	95
9/15	5.2691%	0.000144360	\$30,135,270,531.07	1.00022	33	95
9/16	5.2719%	0.000144436	\$30,244,096,716.23	1.00025	30	93
9/17	5.2719%	0.000144435	\$30,274,045,062.30	1.00024	31	95
9/18	5.2700%	0.000144383	\$30,301,287,825.99	1.00029	30	94
9/19	5.1637%	0.000141471	\$30,199,868,157.25	1.00033	30	94
9/20	4.9868%	0.000136624	\$30,124,713,688.61	1.00029	31	95
9/21	4.9868%	0.000136624	\$30,124,713,688.61	1.00029	31	95
9/22	4.9868%	0.000136624	\$30,124,713,688.61	1.00029	31	95
9/23	4.9828%	0.000136515	\$30,042,126,097.69	1.00032	29	93
9/24	4.9764%	0.000136339	\$30,074,544,614.78	1.00033	29	94
9/25	4.9757%	0.000136321	\$31,003,010,865.93	1.00031	28	91
9/26	4.9793%	0.000136419	\$30,895,122,840.47	1.00030	27	91
9/27	4.9754%	0.000136312	\$30,598,162,848.62	1.00030	28	91
9/28	4.9754%	0.000136312	\$30,598,162,848.62	1.00030	28	91
9/29	4.9754%	0.000136312	\$30,598,162,848.62	1.00030	28	91
9/30	4.9843%	0.000136555	\$30,875,405,325.25	1.00029	26	88
<b>Average:</b>	<b>5.1637%</b>	<b>0.000141471</b>	<b>\$30,302,150,542.55</b>	<b>1.00024</b>	<b>31</b>	<b>96</b>



## TexPool Prime

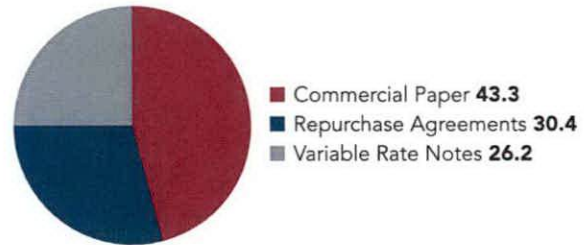
### Portfolio by Maturity (%)

As of September 30, 2024



### Portfolio by Type of Investment (%)

As of September 30, 2024



### Portfolio Asset Summary as of September 30, 2024

	Book Value	Market Value
Uninvested Balance	-\$289.02	-\$289.02
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	16,415,755.21	16,415,755.21
Interest and Management Fees Payable	-60,574,177.91	-60,574,177.91
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-20,862.13	-20,862.13
Repurchase Agreements	4,223,319,000.00	4,223,319,000.00
Commercial Paper	8,028,729,189.03	8,036,367,533.99
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	1,637,000,000.00	1,637,633,035.75
<b>Total</b>	<b>\$13,844,868,615.18</b>	<b>\$13,853,139,995.89</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	169	\$4,429,438,505.63
Higher Education	19	\$1,002,888,851.41
County	54	\$980,678,808.01
Healthcare	23	\$564,379,138.52
Utility District	80	\$530,610,527.86
City	120	\$2,968,374,402.87
Emergency Districts	36	\$111,191,351.42
Economic Development Districts	24	\$58,561,633.49
Other	95	\$3,198,705,936.04



## TexPool Prime

### Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
9/1	5.4315%	0.000148809	\$14,278,172,890.64	1.00027	40	76
9/2	5.4315%	0.000148809	\$14,278,172,890.64	1.00027	40	76
9/3	5.4265%	0.000148671	\$14,263,804,569.69	1.00036	37	72
9/4	5.4075%	0.000148152	\$14,248,256,924.37	1.00038	39	76
9/5	5.4085%	0.000148178	\$14,277,664,134.75	1.00043	38	75
9/6	5.4105%	0.000148234	\$14,198,496,431.42	1.00034	39	75
9/7	5.4105%	0.000148234	\$14,198,496,431.42	1.00034	39	75
9/8	5.4105%	0.000148234	\$14,198,496,431.42	1.00034	39	75
9/9	5.4123%	0.000148281	\$13,943,012,161.65	1.00044	38	76
9/10	5.4101%	0.000148222	\$13,877,056,974.07	1.00042	37	76
9/11	5.4095%	0.000148205	\$13,786,540,810.84	1.00041	37	75
9/12	5.4077%	0.000148155	\$13,713,115,052.11	1.00041	37	75
9/13	5.4066%	0.000148127	\$13,730,979,177.92	1.00036	38	75
9/14	5.4066%	0.000148127	\$13,730,979,177.92	1.00036	38	75
9/15	5.4066%	0.000148127	\$13,730,979,177.92	1.00036	38	75
9/16	5.4111%	0.000148249	\$13,814,448,287.00	1.00052	35	72
9/17	5.4178%	0.000148434	\$13,768,750,173.68	1.00053	35	72
9/18	5.4176%	0.000148428	\$14,184,992,799.04	1.00049	34	69
9/19	5.2244%	0.000143134	\$14,072,627,603.10	1.00059	35	70
9/20	5.1264%	0.000140450	\$13,866,201,561.38	1.00048	40	76
9/21	5.1264%	0.000140450	\$13,866,201,561.38	1.00048	40	76
9/22	5.1264%	0.000140450	\$13,866,201,561.38	1.00048	40	76
9/23	5.0467%	0.000138266	\$13,811,241,318.82	1.00062	38	76
9/24	5.0530%	0.000138437	\$13,862,394,598.30	1.00061	39	76
9/25	5.0509%	0.000138381	\$13,932,479,015.00	1.00064	38	75
9/26	5.0354%	0.000137957	\$14,045,961,304.78	1.00064	38	74
9/27	5.0366%	0.000137990	\$13,758,034,715.36	1.00051	40	76
9/28	5.0366%	0.000137990	\$13,758,034,715.36	1.00051	40	76
9/29	5.0366%	0.000137990	\$13,758,034,715.36	1.00051	40	76
9/30	5.0496%	0.000138346	\$13,844,868,615.18	1.00060	39	75
<b>Average:</b>	<b>5.2797%</b>	<b>0.000144651</b>	<b>\$13,955,489,859.40</b>	<b>1.00046</b>	<b>38</b>	<b>75</b>

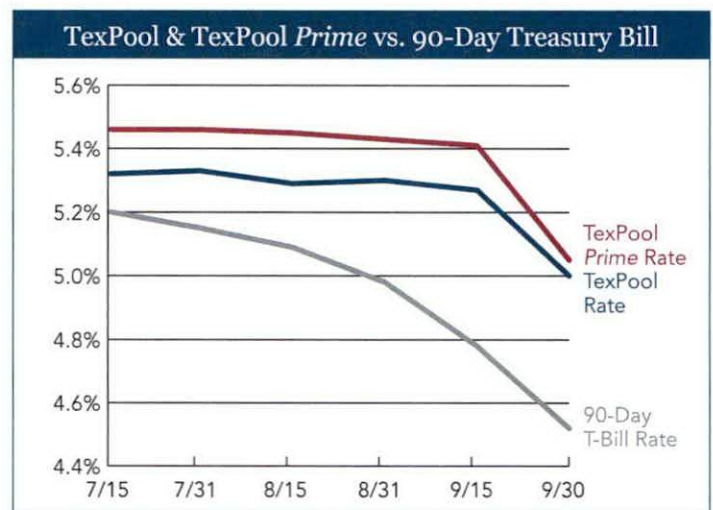


Participant Services  
1001 Texas Ave. Suite 1150  
Houston, TX 77002

Item-1.

yields traditionally has been proportional to the cut. Had the Fed trimmed the target range by a quarter-point, liquidity yields likely would have a spread of around 12 basis points initially. As it stands, that difference is closer to 25 basis points due to the oversized cut and gets more attractive out the inverted yield curve. No wonder the inflows. And no, the sky is not falling.

The Fed has tacitly declared victory over inflation, and the August Personal Consumption Expenditures (PCE) report supports that. Core PCE, which strips out volatile elements such as energy and food prices, rose only 0.1% from July against expectations for a 0.2% gain. But inflation might reverse course if the port workers across the Eastern seaboard go on strike. The Fed typically ignores exogenous events as being too temporary to warrant a monetary policy response. But the disruption to supply chains is not easily predictable. While it likely won't be as disruptive as the pandemic, it probably would be worse than the interference caused by the cargo ship stuck in the Suez Canal, terrorist attacks in the Red Sea and the tragedy in Baltimore combined. If a strike by longshoremen is prolonged, inflation could rise to the point that the Fed could hold rates at one of the year's last meetings.



*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.*

#### **Tips for Preventing Financial Fraud**

With cyber-crime and other social engineering attacks on the rise, TexPool offers tips, resources, and other suggestions to help protect your participating entity from potential financial fraud. Please visit the Financial Fraud Prevention page on [TexPool.com](http://TexPool.com) to learn more.

## Wharton County Tax Office

Run Date: 10/1/2024 8:42:22AM

Distribution Summary 2 Report

Page 6 of 23

Start Date from 9/1/2024 to 9/30/2024 and Tax Unit Numbers = {multiple}

**CWH - CITY OF WHARTON**

Current Levy M&O	1,524.51	Delinquent Levy M&O	607.21
Current Penalty M&O	164.55	Delinquent Penalty M&O	69.91
Current Interest M&O	109.48	Delinquent Interest M&O	263.12
Current Other M&O	0.00	Delinquent Other M&O	0.00
Cur Rendition Penalty M&O	0.00	Delq Rendition Penalty M&O	0.54
Cur Rendition Fraud M&O	0.00	Delq Rendition Fraud M&O	0.00

<b>Total Current M&amp;O</b>	<b>1,798.54</b>	<b>Total Delinquent M&amp;O</b>	<b>940.78</b>
Current Levy I&S	5,812.06	Delinquent Levy I&S	1,826.85
Current Penalty I&S	627.48	Delinquent Penalty I&S	211.64
Current Interest I&S	417.63	Delinquent Interest I&S	597.21
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>6,857.17</b>	<b>Total Delinquent I&amp;S</b>	<b>2,635.70</b>

Current Levy	7,336.57	Delinquent Levy	2,434.06
Current Penalty	792.03	Delinquent Penalty	281.55
Current Interest	527.11	Delinquent Interest	860.33
Current Other	0.00	Delinquent Other	0.00
Cur Rendition Penalty	0.00	Delq Rendition Penalty	0.54
Cur Rendition Fraud	0.00	Delq Rendition Fraud	0.00

<b>Total Current</b>	<b>8,655.71</b>	<b>Total Delinquent</b>	<b>3,576.48</b>
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Grand Total M&O	2,739.32
-----------------	----------

Grand Total I&S	9,492.87
-----------------	----------

Grand Total S1	0.00
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Total Due to Jurisdiction	12,232.19
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Total Due to Delq Tax Atty	2,096.40
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Total Due CAD	0.03
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City of Wharton  
120 E. Caney Street  
Wharton, TX 77488

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	<p>Request from Ms. Traci Myers, Director of the WCJC Senior Citizens Program, to host a WCJC 5K Stride and Stroll on December 7, 2024, at the Riverfront Park Central Pavilion and assistance with the following:</p> <ul style="list-style-type: none"><li>A. To post the event (WCJC 5K Stride and Stroll 2024) on the Digital Billboard on Highway 59 by La Casona/Walmart.</li><li>B. Close part of Elm Street between Brietling Street and Fulton Street from 6:30 a.m. to 12:00 p.m.</li><li>C. To use city-owned barricades for the street closures at Elm Street and Brietling Street, Elm Street and Resident Street, Elm Street and Rusk Street, and Elm Street and Fulton Street.</li><li>D. To have ten (10) trash barrels and extra liners provided.</li><li>E. To waive all fees that may apply to this event.</li></ul>
<p>Attached you will find the request from Ms. Myers to host a WCJC 5K Stride and Stroll on December 7, 2024, at the Riverfront Park Central Pavilion.</p> <p>Ms. Myers will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			

October 16, 2024

To: Mr. Joseph Pace – City Manager – Wharton, Texas

From: Ms. Traci Myers – Director of Wharton County Junior College Senior Citizens Program

RE: WCJC 5K Stride and Stroll December 7, 2024 event

We respectfully request the City of Wharton to consider our request related to the WCJC 5K Stride and Stroll fundraiser event, which is set for Saturday, December 7, 2024. It is to be held at Riverfront Park's Central Pavilion, located at 222 East Elm Street in Wharton, Texas.

The WCJC Senior Citizens Program provides an array of services to senior citizens in Wharton County, such as nutritious meals, educational presentations, fun activities, and local transportation. Our program also provides Meals on Wheels services to homebound seniors within the community. This fundraiser supports our local seniors and the services they receive in the program.

We are hoping for 100-200 runners/walkers to participate in this event. There will be trophies given to the first place participants in the following categories: Fastest Male (13 years and over), Fastest Female (13 years and over), Fastest Male (12 years and under), Fastest Female (12 years and under), Oldest Male (to complete the race), Oldest Female (to complete the race), Best Costume (by group or individual), Best Decorated Wheels (stroller, walker, wheelchair, wagon, etc), and one trophy for the WCJC department who has the largest group registered and participating in the event.

We currently have early-registration taking place from now until 5:00 pm on Monday, November 18, 2024. Early registration includes entry fees at reduced prices and it guarantees each early registered participant an event t-shirt. Late registration will take place November 19<sup>th</sup> – December 7<sup>th</sup>. All veterans who register, regardless of early or late registration, will receive a \$5.00 discount on their entry fee. All monies raised from this 5K will go directly into the WCJC Senior Citizens Program for the purchase of meals and other services provided to seniors in Wharton County.

We will have a couple of water stations set up throughout the course of the race which will be manned by volunteers. We will also have two golf carts provided by WCJC's facilities maintenance department that will be driven by qualified WCJC employees along the route of the race before, during, and after the race is completed to ensure everything runs smoothly and to provide assistance to anyone in need of it. There will be volunteers to help make sure all trash from the event is picked up and placed in trash receptacles. At the finish line, in addition to handing out bottled water, we will also have bananas and other snacks to give out to the runners and walkers as they complete the race. The WCJC marketing department will have a

photographer in attendance taking photos. This community-oriented event is planned to take place at the Riverfront Park – Central Pavilion from 7:30 am to 10:30 am. The taking down of tables and chairs and picking up of any trash from the event should be concluded by 12:00 pm noon. We are requesting the following:

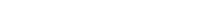
1. To post the event (WCJC 5K Stride and Stroll 2024) on the digital billboard on Hwy 59 by La Casona/Walmart.
2. To close part of Elm Street between Breitling to Fulton from 6:30 am to 12:00 pm.
3. To use city owned barricades for the street closures at Elm and Breitling, Elm and Resident, Elm and Rusk, and Elm and Fulton.
4. To have 10 Trash barrels and extra liners provided
5. To waive all fees that may apply to this event

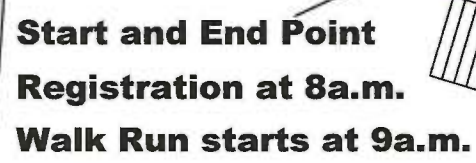
We thank you so much for your support. It makes a huge positive impact on our program and the senior citizens who are in it. Thank you so much!

Best Regards,

Ms. Traci Myers  
Director – WCJC Senior Citizens Program

**LEGEND**

<p><b>ROUTE</b> </p> <p><b>BARRICADES</b> </p> <p><b>POLICE</b> </p> <p><b>VOLUNTEERS</b> </p>	<p><b>WATER LOCATIONS</b> </p> <p><b>PARKING</b> </p> <p><b>EMS</b> </p> <p><b>DJ</b> </p>
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# 5K STRIDE & STROLL


## OCTOBER 10, 2015



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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Request from Mr. Michael Roberson on behalf of Roberson Properties Inc., 200 E. Milam St. & 105 S. Rusk St., Wharton, Block 6, Lots 1, 2A & 2 for: A. Variance to build across property lines. B. Zero setback variance to the building line setback on the side adjoining Block 6, Lots 3 & 4. C. Variance to match existing adjacent building elevation.
<p>Attached is the request from Mr. Michael Roberson on behalf of Roberson Properties Inc., 200 E. Milam St. &amp; 105 S. Rusk St., Wharton, Block 6, Lots 1, 2A &amp; 2 for:</p> <p>A. Variance to build across property lines.</p> <p>B. Zero setback variance to the building line setback on the side adjoining Block 6, Lots 3 &amp; 4.</p> <p>C. Variance to match existing adjacent building elevation.</p> <p>The Planning Commission met on October 21, 2024, 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, October 24, 2024
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** October 17, 2024  
**FROM:** Gwyneth Teves, Director of Planning & Development  
**TO:** City of Wharton City Council  
**SUBJECT:** Variance Request at 200 E. Milam St.

---

Mr. Roberson came before the Planning Commission and City Council in March of 2021 and the variance request was approved. Mr. Roberson was unable to start the intended construction and was granted an extension, however, the construction was still not completed.

Mr. Roberson is now requesting the variances again due to the lapse of time since the original approval and has sustained damages from Hurricane Beryl and intends to move forward with the construction.

City staff is currently working with a consultant and the Wharton EDC to create and implement new ordinances in areas of the downtown to reduce the need to request variances for buildings that were originally built on zero setbacks and to retain the continuity of the structures in the downtown area.

Mr. Roberson will also be providing drainage remediation by installing a gutter along the building on the property line to keep from adversely impacting the neighboring property.

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



# City of Wharton

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

## MEMORANDUM

**DATE:** October 23, 2024

**FROM:** Mike Wootton, Planning Commission Chairperson

**TO:** Honorable Mayor and City Council

**SUBJECT:** Regular Called Planning Commission Meeting held Monday, October 21, 2024

---

The following item was discussed during the Monday, October 21, 2024, meeting:

1. Request from Mr. Michael Roberson on behalf of Roberson Properties Inc., 200 E. Milam St. & 105 S. Rusk St., Wharton, Block 6, Lots 1, 2A & 2 for:
  - a. Variance to build across property lines.
  - b. Zero setback variance to the building line setback on the side adjoining Block 6, Lots 3 & 4.
  - c. Variance to match existing adjacent building elevation.

The Planning Commission is recommending that the City Council approve the above variance request. The variance request is now before the Council for a final decision.

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

**CITY OF WHARTON  
CITY COUNCIL  
APPLICATION FOR OVER 50% VARIANCE**

Item-3.

**NOTE:** 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.

Michael Roberson Roberson Properties, Inc 10/16/24  
Name (Printed) Date  
200 E Milam St Same  
Mailing Address Physical Address  
200 E Milam St 9795325101  
Legal Address Phone

Describe the variance request and the reason for requesting variance:

Build across property lines, Zero setback variance  
to building line setback, Variance to match adjacent elevation

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

**SIGNATURE OF APPLICANT:**

[Signature] 10/16/24  
Signature Date

Residential \$100.00  
Non-Residential \$150.00 ☒  
**Non-Refundable fee**  
Effective November 3, 2006

City Council Meeting: \_\_\_\_\_

**ADJACENT PROPERTY OWNER(S):**

_____ Name	_____ Phone
_____ Legal Address	_____ Physical Address
_____ Name	_____ Phone
_____ Legal Address	_____ Physical Address
_____ Name	_____ Phone
_____ Legal Address	_____ Physical Address

[Signature] 10-16-2024  
Planning Department Date

\_\_\_\_\_  
Mayor Date  
F:\CodeEnforcement\MasterDocuments



## City of Wharton

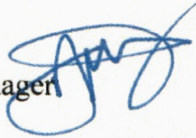
120 E Caney Street ° Wharton, TX

77488

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

### MEMORANDUM

Date: March 24, 2021

From: Andres Garza, Jr , City Manager 

To: Gwyn Teves, Community Development Director

Cc: Ronnie Bollom, Building Official  
Claudia Velasquez, Assistant to the Building Official

Subject: Variance-200 E Milam Street & 105 S Rusk Street

---

On March 22, 2021, at its regular called meeting, the City Council voted to approve the request by Mr. Michael Roberson on behalf of Roberson Properties Inc , 200 E Milam St. & 105 S. Rusk St , Wharton, Block 6, Lots 1, 2A & 2 for

- A. Variance to build across property lines
- B. Zero setback variance to the building line setback on the side adjoining Block 6, Lots 3 & 4.
- C. Variance to match existing adjacent building elevation

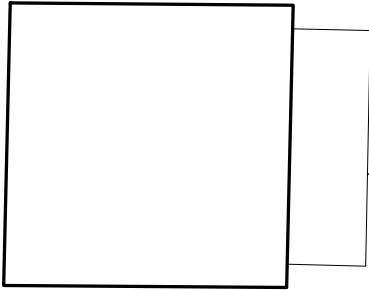
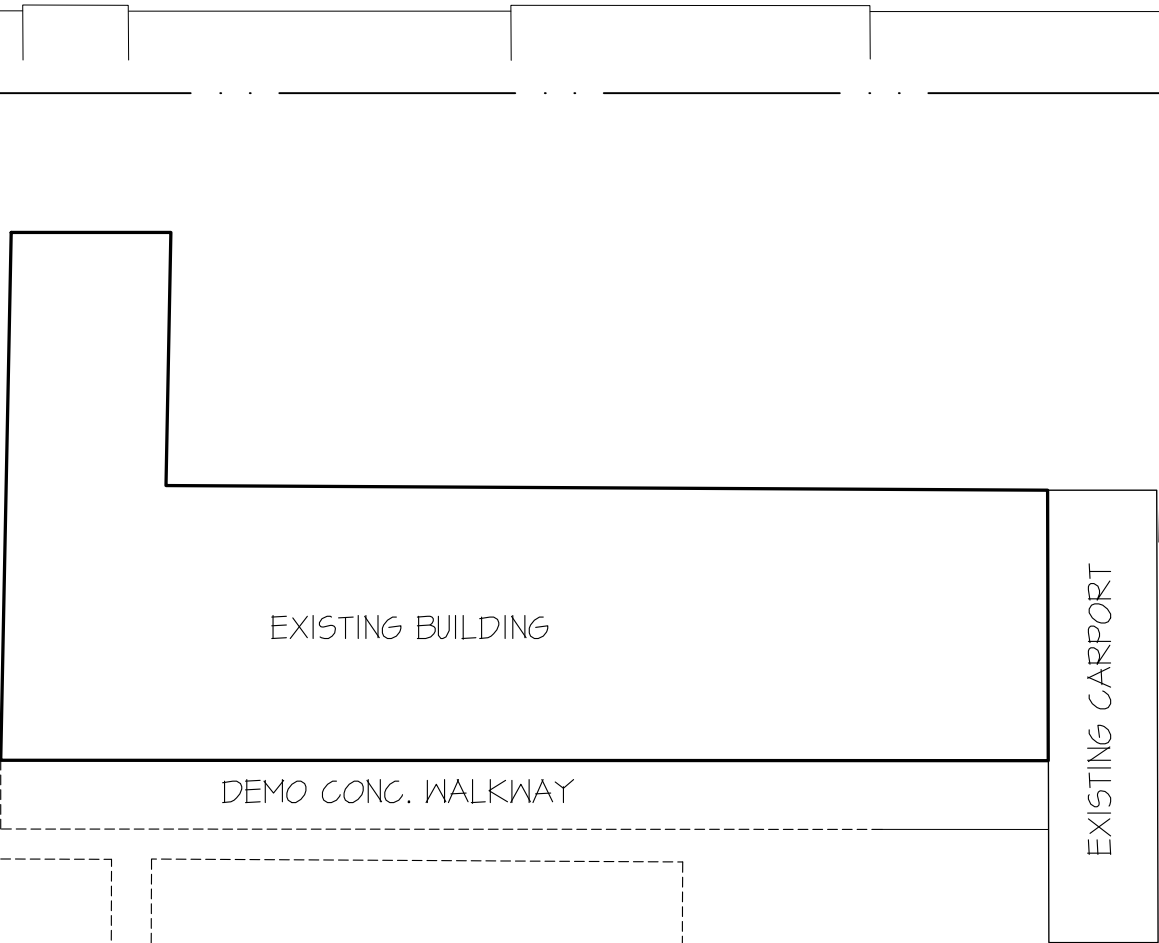
Please contact me at City Hall 979-532-2491 if you have any questions.

Thank you

AGJ/bj

MILAM ST

RUSK ST



1 Demo Site Plan

10'  
20'

GRAPHIC SCALE FOR INFORMATION ONLY. DO NOT SCALE DRAWINGS, USE DIMENSIONS. CONTACT ENGINEER FOR ADDITIONAL INFORMATION IF NEEDED.

NO.	ISSUE	DATE
✓	REVIEW	10/16/24
	Item-3.	
NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.		
ENGINEER: ROBERT M. TAYLOR, JR. TEXAS REGISTRATION NO. 51450		

ALTERATIONS TO

**ROBERSON AIR**

200 E. MILAM ST  
WHARTON, TX 77488

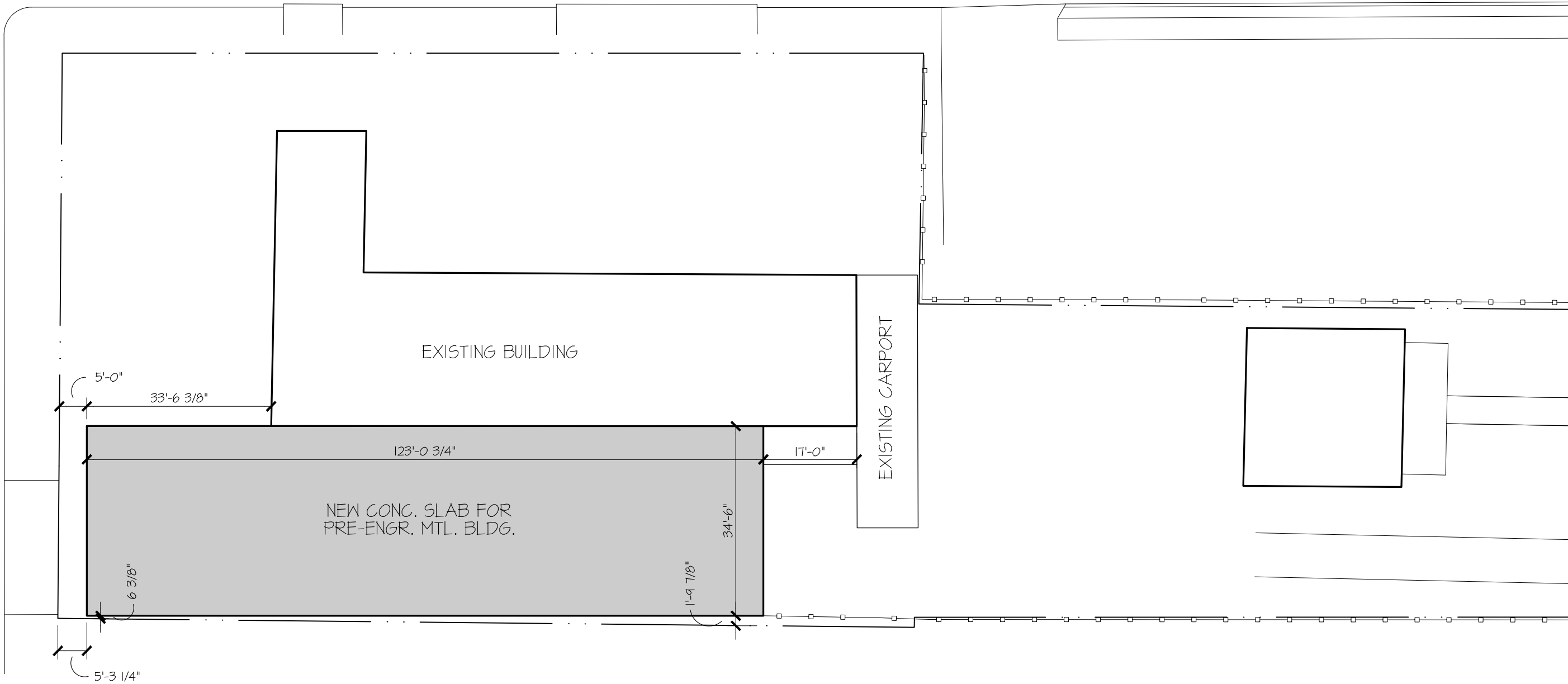
<b>CHELSEA ARCHITECTS</b>		
3200 Southwest Freeway Suite 2121 Houston, Texas 77027-7525 713 621-5599		
TX REG. ENG. FIRM F-5659		
PROJECT ENGR.	PROJECT NUMBER	
RMT	121-85	
DRAWN BY	CHECKED BY	
RDP	RMT	

TITLE

**DEMO  
SITE  
PLAN**

RUSK ST

MILAM ST



NOTE: ALIGN F.F. OF NEW SLAB W/  
F.F. OF EXISTING SLAB

NO.	ISSUE	DATE
✓	REVIEW	10/16/24
	Item-3.	
NOT FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.		
ENGINEER: ROBERT M. TAYLOR, JR. TEXAS REGISTRATION NO. 51450		

ALTERATIONS TO

ROBERSON AIR

200 E. MILAM ST  
WHARTON, TX 77488

CHELSEA ARCHITECTS

3200 Southwest Freeway  
Suite 2121  
Houston, Texas 77027-7525  
713 621-5599

TX REG. ENG. FIRM F-5659

PROJECT ENGR. RMT	PROJECT NUMBER 121-85
DRAWN BY RDP	CHECKED BY RMT

TITLE  
PROPOSED  
SITE  
PLAN

1 Proposed Site Plan

10'

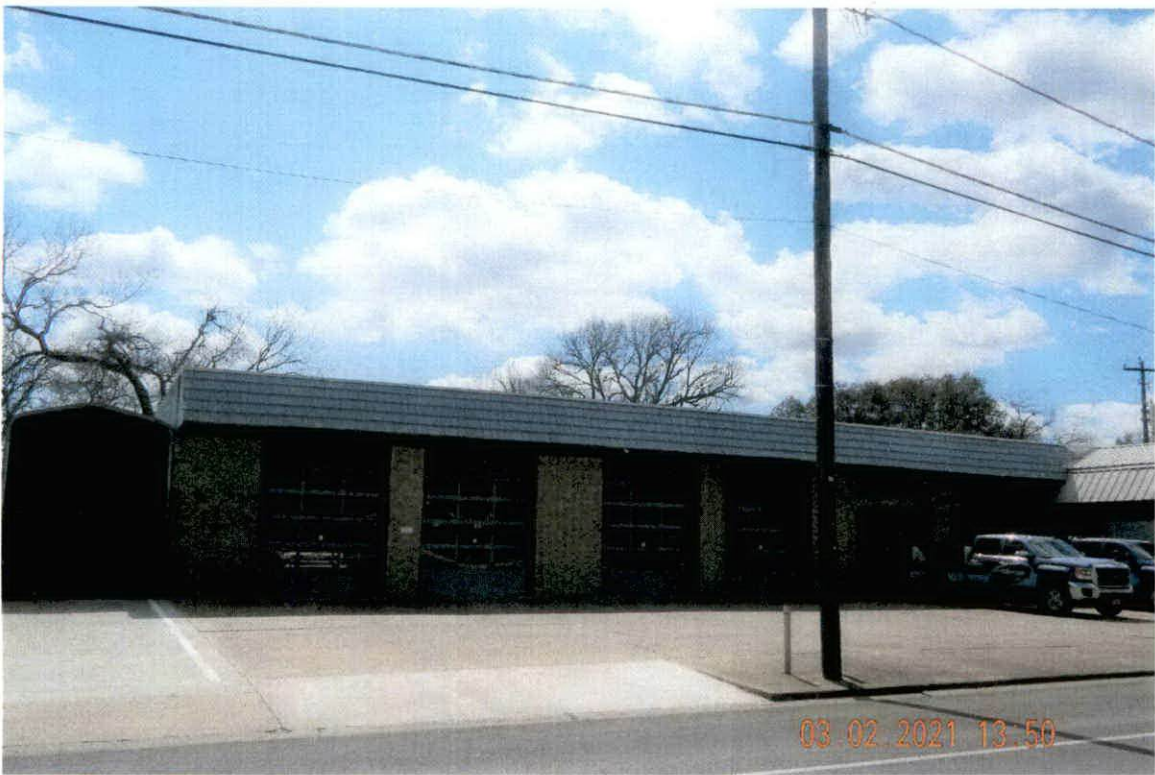
20'

GRAPHIC SCALE FOR INFORMATION ONLY. DO NOT SCALE DRAWINGS, USE DIMENSIONS. CONTACT ENGINEER FOR ADDITIONAL INFORMATION IF NEEDED.

SK-2

- Page 36 -








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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department from Associated Supply Company, Inc., through the Buyboard Cooperative Purchasing Program and authorizing the City Manager to execute all documents related to said purchase.
<p>The City Staff received a quote for the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department from Associated Supply Company, Inc., in the amount of \$47,192.50. The City is a member of and participates in the Buyboard Cooperative Purchasing Program.</p> <p>The Finance Committee will meet on Monday, October 28, 2024, and will formulate a recommendation for City Council consideration.</p> <p>Public Works Director Roderick Semien will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



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

## MEMORANDUM

**Date:** October 20, 2024  
**To:** Mr. Joseph R. Pace, City Manager  
**From:** Roderick Semien, Public Works Director  
**Re:** Authorization to purchase a 2024 Case CX37C Mini Excavator ROP

Please find attached the quote for a Case CX37C Mini Excavator with Roll Over Protection. The vendor is a member of the Buy Board Cooperative, and the vehicle will be purchased through the FEMA Alternate River Project Funds. The total price of the machine is listed below:  
2024 Case CX 37C: \$47,192.50

I would like this to be placed on the City Council agenda for October 28, 2024.

Should you have any questions, please contact me at (979) 523-2491, Ext. 800.

Thank you.

### BuyBoard Quote

**ASSOCIATED SUPPLY COMPANY, INC.**

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor:	ASSOCIATED SUPPLY COMPANY, INC.
Address:	6203 LONG DR, HOUSTON TX 77087
Phone:	713-649-0940
Fax:	713-649-5571

Prepared By: TIMOTHY GATES  
Mobile: \_\_\_\_\_  
Email: TGATES@ASCOEQ.COM

**Date Prepared:** 9/12/2024

**Government Agency:** CITY OF WHARTON

**Ship To:** CITY OF WHARTON  
120 EAST CANEY STREET  
WHARTON, TX

**Bill To:** CITY OF WHARTON  
120 EAST CANEY STREET  
WHARTON, TX

**Contacts' Name:** JASON MILLER

**Email:** [JMILLER@CITYOFWHARTON.COM](mailto:JMILLER@CITYOFWHARTON.COM)

**Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_

**Product Description:** CASE CX37C MINI EXCAVATOR ROPS

BuyBoard Contract: 685-22

**I. Price List Dated:** 4/11/2022

**Base Price:**      \$      62,257.00

## II: Base Bid Options (Itemized Below)

Rubber Tracks	Included
2Way Aux Joystick Proportional	Included
CANOPY 747239	Included
LED Working Lights	\$ 161.00
LED Beacon	\$ 257.00
Standard Counterweight.	Included
Standard Dozer Blade	Included
Travel Alarm	\$ 191.00
24"HD Bucket	\$ 1,844.00
CX37C ROPS Sh Arm II	\$ 448.00
<b>SUB-TOTAL:</b>	<b>\$ 2,901.00</b>

**III. SUB-TOTAL OF I & II**

<b>IV. BuyBoard Discount:</b>	25.00%	\$	16,289.50
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## V: NON-BASE OPTIONS

LOCAL DELIVERY	\$ 500.00
FACTORY FREIGHT	\$ 1,824.00

**SUB-TOTAL:** \$ 2,324.00

**SUB-TOTAL: \$ -**

Options List Price Total: \$ 2,901.00

\$ 65,158.00

**BUYBOARD CONTRACT PRICE:** \$ 48,868.50

**Non-Base Options (%) =** 0

**SUB-TOTAL:** \$ -

<b>VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 &amp; COL 2)</b>	<b>\$</b>	<b>2,324.00</b>
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<b>VII: TOTAL IV + VI</b>	<b>\$ 51,192.50</b>
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VIII: QUANTITY ORDERED UNITS:	1	\$	51,192.50
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IX: ADDITIONAL DISCOUNT:	\$ 4,000.00	\$ 4,000.00
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**TOTAL: \$ 47,192.50**

**FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454**

# CASE

## CONSTRUCTION

# CX37C

## MINI EXCAVATOR

### TIER 4 FINAL CERTIFIED



### ENGINE

Model	Yanmar 3TNV88F-ESHYB
Emissions Certification	Tier 4 Final
Fuel	Diesel
Cylinders	3
Displacement	100.2 in <sup>3</sup> (1 642 cc)
Fuel injection	Mechanical w/electronic governor
Gross horsepower – SAE J1995 @ 2200 RPM:	24.4 hp (18.2 kW)
Net horsepower – SAE J1349 @ 2200 RPM:	23.7 hp (17.7 kW)
Maximum Engine Torque @ 1200 RPM:	69.4 lb ft (94.1 Nm)
Cooling	Water-cooled

### DRIVETRAIN

Travel speeds:	
1st	1.6 mph (2.5 kph)
2nd	2.6 mph (4.2 kph)
Maximum traction force	6,835 lb (3 100 kg)
Gradeability	30° (58%)
Ground pressure:	
Canopy	N/A
Cab	4.83 psi (0.34 kgf/cm <sup>2</sup> )

### ELECTRICAL

Voltage	12 Volts
Alternator rating	55 amp
Battery	1 x 12 V x 70 Ah 750 CCA

### OPERATOR ENVIRONMENT

ROPS/FOPS four post canopy or enclosed cab; ISO 6396:2008 sound pressure level LpA=75dB (A); Pilot operated hand controls and foot pedals; Adjustable seat w/seat belt; Arm rests; 12V socket.

#### Display includes:

Engine oil pressure warning lamp; Battery charging warning lamp; Engine preheat pilot lamp; Engine coolant temp warning lamp; Air cleaner warning lamp; Overload warning lamp; Travel speed pilot lamp; Fuel low level warning lamp; Air cleaner warning lamp; Hyd. quick coupler lock lamp; Engine coolant temp gauge; Fuel gauge and Hour meter.

### OPERATING WEIGHT

#### Canopy operating weight:

Short arm	7,990 lb (3 625 kg)
Long arm w/additional counterweight	8,350 lb (3 790 kg)

#### Cab operating weight:

Short arm	8,300 lb (3 765 kg)
Long arm w/additional counterweight	8,660 lb (3 930 kg)

NOTE: w/rubber tracks/no quick coupler/bucket/fluids/full of fuel/165 lb operator.

### HYDRAULICS

Main pumps:	Variable displacement tandem axial piston pump + gear pump
Max rated flow:	2 x 9.9 + 6.1 gpm (2 x 37.4 + 23.1 L/min)

#### Auxiliary flow @ 3,278 psi (226 bar):

Primary	16.0 gpm (60.5 L/min)
Secondary	16.0 gpm (60.5 L/min)

#### System relief pressure:

Standard	3,271 psi (226 bar)
Overload relief valve	3,556 psi (245 bar)

#### Pilot control hydraulic system:

Pump	Gear Pump
Maximum capacity	2.6 gpm (9.9 L/min)

#### Control valves:

Pilot control for boom, arm, bucket, and swing  
Mechanical control for left/right travel  
and backfill blade

#### Swing motor:

Fixed displacement  
axial piston motor  
Automatic spring applied  
hydraulic released brake

#### Travel motor:

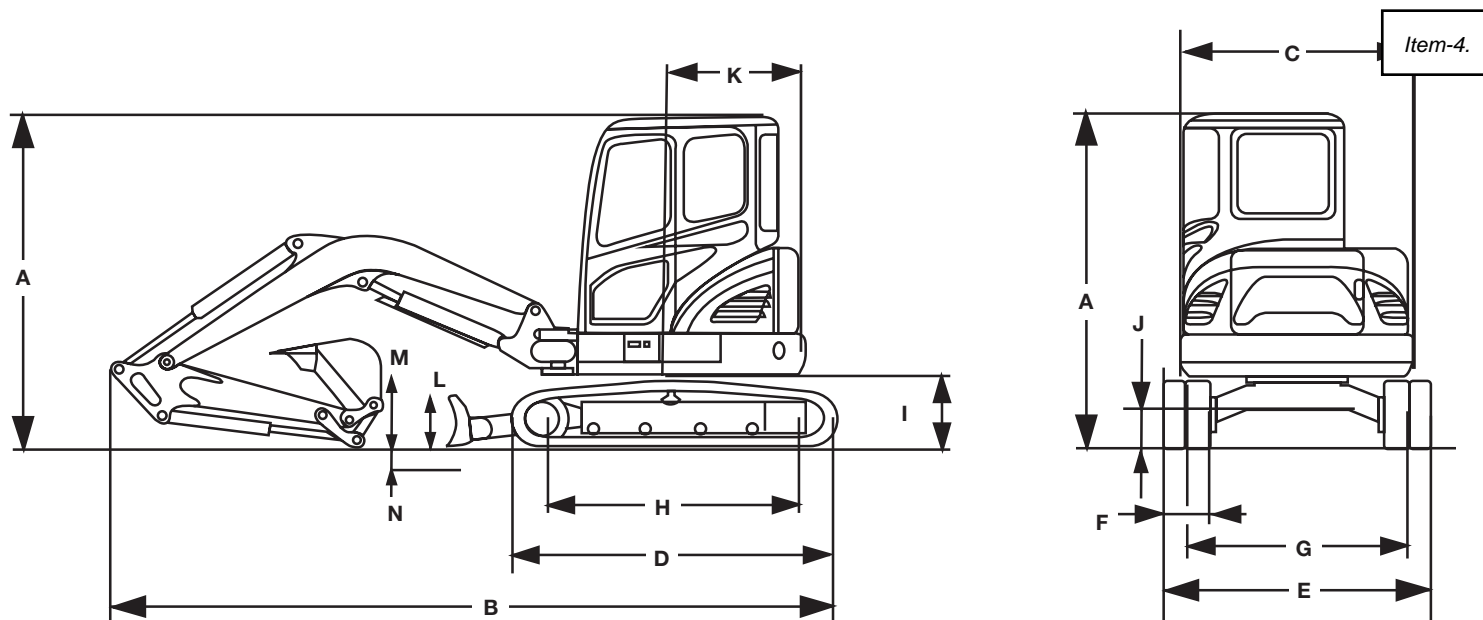
Variable displacement axial piston  
2-stage planetary  
Automatic spring applied  
hydraulic released brake

### SERVICE CAPACITIES

Fuel tank	10.5 gal (40 L)
Hydraulic tank:	
Refill capacity	9.8 gal (37 L)
Total system	15.9 gal (60 L)
Engine oil w/filter change	1.8 gal (6.7 L)
Radiator	1.5 gal (5.5 L)

### OTHER SPECIFICATIONS

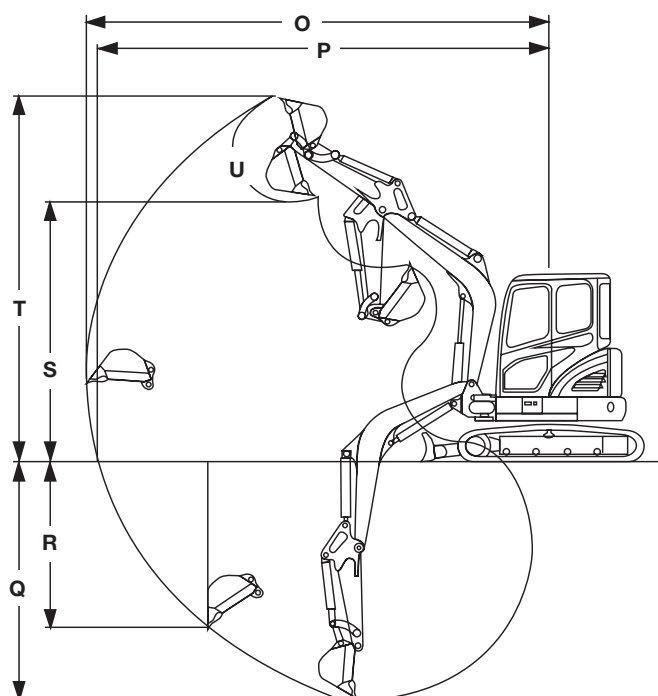
Swing speed	0 – 9.5 RPM
Undercarriage:	
Track rollers	1 upper / 4 lower each
Boom:	
Swing	75° left / 50° right
Length	8 ft 2 in (2.5 m)
Arm:	
Standard length	4 ft 3 in (1.3 m)
Long arm length	5 ft 3 in (1.6 m)



Line drawings are for illustrative purpose only  
and may not be exact representation of unit.

### DIMENSIONS

	4 ft 3 in (1.3 m) Arm
A. Overall height	8 ft 2 in (2 500 mm)
B. Overall transport length	15 ft 9 in (4 790 mm)
C. Width of upper structure	5 ft 0 in (1 530 mm)
D. Track overall length	7 ft 0 in (2 130 mm)
E. Track overall width	5 ft 9 in (1 740 mm)
F. Track shoe width	12 in (300 mm)
G. Track gauge	4 ft 9 in (1 440 mm)
H. Center to center – idler to sprocket	5 ft 7 in (1 700 mm)
I. Upper structure ground clearance	1 ft 9 in (540 mm)
J. Minimum ground clearance	11 in (290 mm)
K. Tail swing radius:	
Standard counterweight	2 ft 10 in (870 mm)
Additional counterweight	3 ft 3 in (985 mm)
Boom swing	75° left/50° right
Tail swing overhang:	
Standard counterweight	0 in (0 mm)
Additional counterweight	5 in (115 mm)



### BLADE SPECS

	Standard Blade	Angled Blade
L. Backfill blade height	1 ft 3 in (370 mm)	1 ft 4 in (407 mm)
M. Backfill blade rise above ground	1 ft 3 in (375 mm)	1 ft 5 in (428 mm)
N. Backfill blade dig depth	1 ft 3 in (390 mm)	1 ft 5 in (440 mm)
Backfill blade width	5 ft 9 in (1 740 mm)	5 ft 9 in (1 740 mm)

### PERFORMANCE SPECS

	4 ft 3 in (1.3 m) Arm	5 ft 3 in (1.6 m) Arm
O. Maximum dig radius	17 ft 5 in (5 315 mm)	18 ft 5 in (5 605 mm)
P. Dig radius at groundline	17 ft 1 in (5 200 mm)	18 ft 0 in (5 495 mm)
Q. Maximum dig depth	10 ft 3 in (3 135 mm)	11 ft 3 in (3 440 mm)
R. Vertical straight wall dig depth	7 ft 2 in (2 190 mm)	8 ft 5 in (2 565 mm)
S. Dump height	11 ft 3 in (3 425 mm)	11 ft 10 in (3 615 mm)
T. Overall reach height	15 ft 9 in (4 810 mm)	16 ft 7 in (5 010 mm)
U. Bucket rotation	180°	180°
Arm digging force – ISO	4,390 lbf (1 990 kgf/19.5 kN)	3,800 lbf (1 720 kgf/16.9 kN)
Bucket digging force – ISO	6,900 lbf (3 130 kgf/30.7 kN)	6,900 lbf (3 130 kgf/30.7 kN)

**8 ft 2 in (2.5 m) Boom, 4 ft 3 in (1.3 m) Arm, Dozer Blade Down** Canopy unit equipped with 0.11 m<sup>3</sup> (SAE heaped) bucket, 12 in (300 mm) rubber track and 900 lb (410 kg) counterweight.

Load / Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+10 ft (3.0 m)									12 ft 11 in (3.94 m)	1,170 lb* (530 kg)*	1,070 lb (490 kg)
+7 ft (2.0 m)					1,380 lb* (630 kg)*	1,380 lb* (630 kg)*	1,210 lb* (550 kg)*	1,020 lb (460 kg)	14 ft 7 in (4.45 m)	1,190 lb* (540 kg)*	830 lb (380 kg)
+3 ft (1.0 m)					1,990 lb* (900 kg)*	1,540 lb (700 kg)	1,400 lb* (640 kg)*	970 lb (440 kg)	15 ft 3 in (4.64 m)	1,240 lb* (560 kg)*	750 lb (340 kg)
Groundline			2,990 lb* (1 320 kg)*	2,500 lb (1 130 kg)	2,410 lb* (1 090 kg)*	1,440 lb (650 kg)	1,570 lb* (710 kg)*	920 lb (420 kg)	14 ft 11 in (4.55 m)	1,320 lb* (600 kg)*	750 lb (340 kg)
-3 ft (-1.0 m)	3,840 lb* (1 740 kg)*	3,840 lb* (1 740 kg)*	4,330 lb* (1 960 kg)*	2,800 lb (1 270 kg)	2,390 lb* (1 090 kg)*	1,410 lb (640 kg)	1,520 lb* (690 kg)*	910 lb (410 kg)	13 ft 8 in (4.17 m)	1,400 lb* (640 kg)*	860 lb (390 kg)
-7 ft (-2.0 m)	5,680 lb* (2 580 kg)*	5,680 lb* (2 580 kg)*	3,190 lb* (1 450 kg)*	2,980 lb (1 310 kg)	1,840 lb* (830 kg)*	1,460 lb (660 kg)			11 ft 0 in (3.36 m)	1,470 lb* (670 kg)*	1,230 lb (560 kg)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

\*Indicates load limited by hydraulic capacity.

**8 ft 2 in (2.5 m) Boom, 5 ft 3 in (1.6 m) Arm, Dozer Blade Down** Canopy unit equipped with 0.11 m<sup>3</sup> (SAE heaped) bucket, 12 in (300 mm) rubber track and 1,235 lb (560 kg) counterweight.

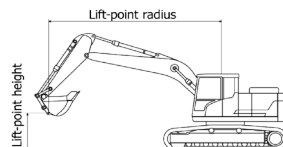
Load / Lift Point Height	LOAD RADIUS								MAXIMUM REACH		
	3 ft (1.0 m)		7 ft (2.0 m)		10 ft (3.0 m)		13 ft (4.0 m)		REACH	CAPACITY	
	END	SIDE	END	SIDE	END	SIDE	END	SIDE	@	END	SIDE
+10 ft (3.0 m)							970 lb* (440 kg)*	970 lb* (440 kg)*	14 ft 2 in (4.32 m)	970 lb* (440 kg)*	970 lb* (440 kg)*
+7 ft (2.0 m)							1,060 lb* (480 kg)*	1,060 lb* (480 kg)*	15 ft 8 in (4.78 m)	940 lb* (420 kg)*	840 lb (380 kg)
+3 ft (1.0 m)			3,710 lb* (1 680 kg)*	3,390 lb (1 540 kg)	1,770 lb* (800 kg)*	1,760 lb (800 kg)	1,290 lb* (590 kg)*	1,110 lb (500 kg)	16 ft 3 in (4.95 m)	990 lb* (450 kg)*	760 lb (350 kg)
Groundline			3,060 lb* (1 390 kg)*	3,060 lb* (1 390 kg)*	2,300 lb* (1 040 kg)*	1,630 lb (740 kg)	1,510 lb* (680 kg)*	1,050 lb (470 kg)	16 ft 0 in (4.87 m)	1,140 lb* (520 kg)*	760 lb (350 kg)
-3 ft (-1.0 m)	3,040 lb* (1 380 kg)*	3,040 lb* (1 380 kg)*	4,610 lb* (2 090 kg)*	3,090 lb (1 400 kg)	2,420 lb* (1 100 kg)*	1,580 lb (720 kg)	1,560 lb* (710 kg)*	1,020 lb (460 kg)	14 ft 10 in (4.52 m)	1,250 lb* (570 kg)*	850 lb (380 kg)
-7 ft (-2.0 m)	4,610 lb* (2 090 kg)*	4,610 lb* (2 090 kg)*	3,720 lb* (1 690 kg)*	3,160 lb (1 430 kg)	2,080 lb* (940 kg)*	1,600 lb (730 kg)			12 ft 6 in (3.81 m)	1,340 lb* (610 kg)*	1,120 lb (510 kg)

NOTE: Lifting capacity are based on ISO 10567.

Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

\*Indicates load limited by hydraulic capacity.



## STANDARD EQUIPMENT

### ENGINE

Yanmar 3TNV88F-ESHYB  
Glow plug starting aid  
Dry type air cleaner with restriction indicator

### ELECTRICAL

12-volt electrical starting system  
Heavy-duty battery  
Battery Master Switch  
Key Start  
Anti-Theft-Engine starting passwords  
Front working light  
Auto-idle feature with on/off switch  
Horn  
Pre-wired – Telematics ready

### HYDRAULICS

Auxiliary hydraulics – single/bi-directional –  
and plumbing to arm  
Large hydraulic oil cooler  
Control pattern selector valve  
Cylinder rod protection covers – Backfill  
blade and Boom

### TRACK DRIVE

Rubber belt tracks  
Automatic 2-speed travel  
Fully hydrostatic drive system  
Sealed and lubricated track rollers  
Track tension adjustment – grease type

### UPPER STRUCTURE

Zero tail swing  
Standard arm: 4 ft 3 in (1.3 m)  
Bucket linkage with lifting hook  
Thumb bracket

### OPERATOR ENVIRONMENT

See page 1

### OTHER

Swing boom – 75° left/50° right  
Hydraulic backfill blade

### WARRANTY

Base warranty coverage: 2-Year/3,000-Hour  
Full Machine Limited Warranty

Item-4.

## OPTIONAL EQUIPMENT

### OPERATOR ENVIRONMENT

Cab with Heat and air conditioning and radio  
with USB and 2 speakers  
Travel alarm

### TRACK OPTIONS

Tracks:  
Steel Tracks 12 in (300 mm)

### OTHER

Additional counterweight adds 330 lb (150 kg)  
Optional long arm: 5 ft 3 in (1.6 m)  
Hydraulic quick coupler provision  
Hydraulic coupler  
Klac coupler  
Mechanical coupler  
Hydraulic hammer  
Beacon  
2nd auxiliary circuit  
4-way angle blade with 25° left and 25°  
right angle offset: adds 220 lb (100 kg)

CaseCE.com

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IMPORTANT: CASE Construction Equipment Inc. reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Availability of some models and equipment builds vary according to the country in which the equipment is used. The illustrations and text may include optional equipment and accessories and may not include all standard equipment. Your CASE dealer/distributor will be able to give you details of the products and their specifications available in your area.



CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE202108CX37C  
Replaces Form No. CCE201806CX37C

CX37C

- Page 46 -

4 of 4

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2024 CASE CX37C MINI EXCAVATOR ROP FOR THE PUBLIC WORKS DEPARTMENT FROM ASSOCIATED SUPPLY COMPANY, INC., THROUGH THE BUYBOARD COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** A quote was received for the purchase of a 2024 Case CX37C Mini Excavator ROP for the Public Works Department; and,

**WHEREAS,** The City of Wharton is a member of and participates in the Buyboard Cooperative Purchasing Program; and,

**WHEREAS,** Associated Supply Company, Inc., submitted a quote in the amount of \$47,192.50; and,

**WHEREAS,** The Wharton City Council wishes to approve Associated Supply Company, Inc., for the purchase of a 2024 Case CX37C Mini Excavator ROP in the amount of \$47,192.50 for the Public Works Department; and,

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

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

**SECTION I.** The Wharton City Council hereby authorizes the City Manager to purchase a 2024 Case CX37C Mini Excavator ROP for the Public Works Department Associated Supply Company, Inc., through the Buyboard Cooperative Purchasing Program in the amount of \$47,192.50.

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

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

**PASSED AND APPROVED** this 28th day of October 2024.

**CITY OF WHARTON**


\_\_\_\_\_  
**TIM BARKER**  
Mayor

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the Annual Service Contract with Stryker Medical and authorizing the Mayor to execute all documents related to said contract.
<p>Attached you will find a memo from E.M.S. Director Christy Gonzales regarding the Annual Service Contract with Stryker Medical.</p> <p>Also attached is the draft contract and resolution for your review.</p> <p>Ms. Gonzales will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			

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

Item-5.

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**INTERDEPARTMENTAL MEMO**

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**DATE:** OCTOBER 23, 2024  
**TO:** JOSEPH R. PACE  
**FROM:** CHRISTY GONZALES  
**RE:** STRYKER MAINTENANCE CONTRACT

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Mr. Pace,

Attached is our reoccurring Stryker Maintenance Contract. Stryker is a sole source provider. The total amount of contract is \$26,105.05. I ask if we can place this on the Council's next agenda for their review. Should you have any questions please feel free to call.

Thank you,

*Christy Gonzales*

Christy Gonzales, Director WEMS



Wharton City 1 Yr

Quote Number: 11002215  
Version: 1  
Prepared For: WHARTON CITY EMS  
Attn:

Rep: Tim Garza  
Email:  
Phone Number:

GPO: EMS  
Quote Date: 10/14/2024  
Expiration Date: 01/12/2025  
Contract Start: 11/04/2024  
Contract End: 11/03/2025

Service Rep: Jason Evans / Mike Flowers  
Email:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	WHARTON CITY EMS	Name:	WHARTON CITY EMS	Name:	CITY OF WHARTON
Account #:	20006887	Account #:	20006887	Account #:	20128430
Address:	2010 N FULTON ST	Address:	2010 N FULTON ST	Address:	120 E CANEY ST
	WHARTON		WHARTON		WHARTON
	Texas 77488-2823		Texas 77488-2823		Texas 77488-5006

ProCare Products:

#	Product	Description	Months	Qty	List Price	Disc % Off Contract	Sell Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD Parts, Labor, Travel Preventative Maintenance Batteries Service	12	2	\$2,273.00	5.0%	\$2,159.35	\$4,318.70
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance Batteries Service	12	1	\$1,599.00	5.0%	\$1,519.05	\$1,519.05
3.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	12	5	\$1,719.00	5.0%	\$1,633.05	\$8,165.25
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	12	1	\$1,719.00	5.0%	\$1,633.05	\$1,633.05
5.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	12	4	\$2,204.00	5.0%	\$2,093.80	\$8,375.20
6.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	12	1	\$2,204.00	5.0%	\$2,093.80	\$2,093.80
					ProCare Total:		\$26,105.05	

Price Totals:



Wharton City 1 Yr

Quote Number: 11002215  
Version: 1  
Prepared For: WHARTON CITY EMS  
Attn:

Rep:  
Email:  
Phone Number:

GPO: EMS  
Quote Date: 10/14/2024  
Expiration Date: 01/12/2025  
Contract Start: 11/04/2024  
Contract End: 11/03/2025

Service Rep:  
Email:

Authorized Customer Signer (Printed)Date

Stryker Authorized Signature (Printed)Date

Authorized Customer SignatureDate

Stryker Authorized SignatureDate

Purchase Order Number

**Service Terms and Conditions:**  
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

## Equipment Service Plan

Item-5.

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWER-LOAD	130140425
1.0	PROCARE-SVC-POWER-LOAD	161239396
2.0	PROCARE-SVC-POWERPRO	151039481
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3015B774
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3015B771
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3016G005
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3015B992
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3015B772
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520P440
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49235351
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49238051
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49237950
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49237898
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44492823

## Purchase Order Form

stryker®

Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number \_\_\_\_\_

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

## Accounts Payable Contact Information

Name \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

Stryker Terms and Conditions

[www.stryker.com/stnc](http://www.stryker.com/stnc)

## Authorized Customer Signature

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment Stryker Quote Number

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

## **LIFEPAK® 15 service**

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
  - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
  - o Stryker will continue to offer contractual service on a yearly basis only
  - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE ANNUAL SERVICE CONTRACT WITH STRYKER MEDICAL AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** The Wharton Emergency Medical Services Department requests that the City Council approve the Annual Service Contract with Stryker Medical; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor to execute all documents related to the Annual Service 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 approves the Annual Service Contract with Stryker Medical.

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

**Passed, Approved, and Adopted** this 28th day of October 2024.

**CITY OF WHARTON**

---

**TIM BARKER**  
Mayor


**ATTEST:**

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**PAULA FAVORS**  
City Secretary

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the purchase of a Power-Load System, Stretcher, Stair Chair, and Power-Load ProCare from Stryker Medical and authorizing the City Manager to execute all documents related to said purchase.
<p>Attached is a quote provided by Stryker Medical for purchase of a Power-Load System, Stretcher, and Stair Chair. Stryker Medical has reported equipment involved in the ambulance fleet is required to be replaced. Although there is a service agreement with Stryker Medical and the Power-Load System and Stretcher does not have any physical damage, they are to be replaced at the owner’s expense. TML has declined coverage for Power-Load System and Stretcher due to no physical damage. TML has reported the Stair Chair will be covered due to physical damage. Quote 10966528 in the amount of \$85,892.58 and includes a Power-Load System, Stretcher, Stair Chair, and ProCare Services. Stryker Medical is offering a trade in of the current Power-Load System and Stretcher, with a credit of \$6,500.00, that will be applied towards purchase. Power-Load ProCare service is included in the total as well.</p> <p>EMS Director Christy Gonzales will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			

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

Item-6.

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**INTERDEPARTMENTAL MEMO**

---

**DATE:** OCTOBER 23, 2024  
**TO:** JOSEPH R. PACE – CITY MANAGER  
**FROM:** CHRISTY GONZALES – EMS DIRECTOR  
**RE:** STRYKER MEDICAL – EQUIPMENT

---

Mr. Pace,

Attached is a quote provided by Stryker Medical for purchase of one (1) Power-Load System, Stretcher, and Stair Chair. Stryker Medical has reported equipment involved in the ambulance fleet is required to be replaced. Although we have a service agreement with Stryker Medical and the Power-Load System and Stretcher do not have any physical damage, they are to be replaced at the owner's expense. TML has declined coverage for Power-Load System and Stretcher due to no physical damage. TML has reported the Stair Chair will be covered due to physical damage. Quote 10966528 in the amount of \$85,892.58 includes a Power-Load System, Stretcher, Stair Chair, and ProCare Services. Stryker is offering a trade in of the current Power-Load System and Stretcher, with a credit of \$6,500.00, that will be applied towards purchase. Power-Load ProCare service is included in the total as well. I ask if we can place this on the Council's next agenda for their review. Should you have any questions please feel free to call.

Thank you,

*Christy Gonzales*

Christy Gonzales, Director of EMS

**PowerPro 2 and PowerLoad**

Quote Number: 10966528

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: WHARTON CITY EMS

Attn:

Rep: Tim Garza

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 08/14/2024

Expiration Date: 11/12/2024

Contract Start: 08/06/2024

Contract End: 08/05/2025

**Delivery Address**

Name: WHARTON CITY EMS

Account #: 20006887

Address: 2010 N FULTON ST

WHARTON

Texas 77488-2823

**Sold To - Shipping**

Name: WHARTON CITY EMS

Account #: 20006887

Address: 2010 N FULTON ST

WHARTON

Texas 77488-2823

**Bill To Account**

Name: CITY OF WHARTON

Account #: 20128430

Address: 120 E CANEY ST

WHARTON

Texas 77488-5006

**Equipment Products:**

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	PCE	1	\$33,516.00	\$33,516.00
2.0	650700450301	ASSEMBLY, BATTERY CHARGER	PCE	1	\$1,404.90	\$1,404.90
3.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	PCE	1	\$981.90	\$981.90
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	PCE	1	\$32.40	\$32.40
5.0	639005550001	MTS POWER LOAD	PCE	1	\$30,232.40	\$30,232.40
8.0	6252000000	Stair-PRO Model 6252	PCE	1	\$4,021.28	\$4,021.28
8.1	6252009001	Stair-Pro Operations Manual	PCE		\$0.00	\$0.00
8.2	6250001162	In-Service Video (DVD)	PCE		\$0.00	\$0.00
8.3	6252026000	Common Components	PCE		\$0.00	\$0.00
8.4	6250021000	2 Piece ABS Panel Seat	PCE		\$0.00	\$0.00
8.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)	PCE		\$0.00	\$0.00
8.6	6252022000	Main Frame Assy Option	PCE		\$0.00	\$0.00
8.7	6250024000	Standard Length Lower LiftHandles	PCE		\$0.00	\$0.00
8.8	6252027000	Footrest Option	PCE		\$334.56	\$334.56
8.9	6252024000	No IV Clip Option	PCE		\$0.00	\$0.00
Equipment Total:						\$70,523.44



PowerPro 2 and PowerLoad

Quote Number: 10966528

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1  
Prepared For: WHARTON CITY EMS  
Attn:

Rep: Tim Garza  
Email: tim.garza@stryker.com  
Phone Number:

Quote Date: 08/14/2024  
Expiration Date: 11/12/2024  
Contract Start: 08/06/2024  
Contract End: 08/05/2025

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	1	-\$2,500.00	-\$2,500.00
TR-SPL-PL	TRADE-IN-STRYKER POWER LOAD TOWARDS PURCHASE OF POWERLOAD	1	-\$4,000.00	-\$4,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
9.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 08/15/2024 - 08/14/2029 Parts, Labor, Travel Preventative Maintenance Batteries Service Smart Equip. Management	1	\$7,773.25	\$7,773.25
9.2	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD 08/15/2024 - 08/14/2030 Parts, Labor, Travel Preventative Maintenance Batteries Service	1	\$11,592.30	\$11,592.30
9.3	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 08/15/2024 - 08/14/2030 Parts, Labor, Travel Preventative Maintenance	1	\$1,555.50	\$1,555.50
ProCare Total:					\$20,921.05

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$948.09
Grand Total:	\$85,892.58

Prices: In effect for 30 days



PowerPro 2 and PowerLoad

Quote Number:	10966528	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Tim Garza
Prepared For:	WHARTON CITY EMS	Email:	tim.garza@stryker.com
Attn:		Phone Number:	

Quote Date: 08/14/2024  
Expiration Date: 11/12/2024  
Contract Start: 08/06/2024  
Contract End: 08/05/2025

Terms: Net 30 Days

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

ENDING APPROVAL

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE PURCHASE OF A POWER-LOAD SYSTEM, STRETCHER, STAIR CHAIR, AND POWER-LOAD PROCARE FROM STRYKER MEDICAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** The Wharton Emergency Medical Services Department wishes to purchase a Power-Load System, Stretcher, Stair Chair, and Power-Load ProCare from Stryker Medical; and,

**WHEREAS,** Said purchase is in the amount of \$85,892.58; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Staff to purchase a Power-Load System, Stretcher, Stair Chair, and Power-Load ProCare from Stryker Medical; and,

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

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

**SECTION I.** The Wharton City Council hereby approves the purchase of a Power-Load System, Stretcher, Stair Chair, and Power-Load ProCare from Stryker Medical.

**SECTION III.** The Wharton City Council hereby authorizes the City Manager to execute all documents related to said purchase.

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

**Passed, Approved, and Adopted** this 28th day of October 2024.

**CITY OF WHARTON**

---

**TIM BARKER**  
**Mayor**


**ATTEST:**

---

**PAULA FAVORS**  
**City Secretary**

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of an electronic sign for the Wharton Civic Center from Core Displays through the TIPS Cooperative Program and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
<p>Civic Center Manager Makyla Monroe obtained a proposal from Core Displays for a lighted, two-sided sign for the Civic Center. The current sign needs replacement due to age, sun exposure and wear in the informational section area. Core Displays is a member of the TIPS Cooperative Program.</p> <p>The cost submitted by Core Displays for a 6mm Ultra-High-Resolution sign is \$61,785.00. Funds to pay for the sign will be through the American Rescue Plan Act.</p> <p>Attached is an example of the sign.</p> <p>The Finance Committee will meet on Monday, October 28, 2024, and will formulate a recommendation for City Council consideration.</p> <p>Ms. Monroe will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



## City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

### MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: October 23, 2024

Re: Civic Center Sign

Civic Center Manager Makyla Monroe obtained a proposal from Core Displays for a lighted, two sided sign for the Civic Center. The current sign is in need of replacement due to age, sun exposure and wear in the informational section area. Core Displays is a member of the TIPS Cooperative Program.

The cost submitted by Core Displays for a 6mm Ultra-High Resolution sign is \$61,785.00. Funds to pay for the sign will be through the American Rescue Plan Act. I have attached an example of the sign. The color of the sign will be chosen after the approval to proceed.

Please include this item on the Finance Committee agenda for Monday, October 28, 2024, and if approved, on the City Council agenda for final approval the same evening.

Please contact Makyla Monroe for any questions.

Thank you.

## OPTION 2

### 3'x9' Lighted Sign

- Double Faced
- 3 Year Guarantee on Panels, Including Vandalism
- Aluminum Frame
- Internal LED Lighting
- UL Listed

### 4'x9' Digital Double Faced

Item-7.

- 6mm, 10mm, 15mm Pitch
- Cloud-Based Programming
- Edge to Edge Viewing
- Front Serviceable
- 5 Yr. Parts Warranty
- Lifetime Technical Service
- UL Listed. ETL Listed

# WHARTON CIVIC CENTER



Black Poles

Designed  
in USA

Engineered & Assembled in the USA



**CORE**  
DISPLAYS POWERED BY  
**IMPACT**  
**LED**

**CORE DISPLAYS ARE VISUALLY STUNNING, INCREDIBLY BRIGHT, AND DESIGNED FOR ALL WEATHER CONDITIONS. OUR UNIVERSAL SIZE LED MODULE DESIGN OFFERS FLEXIBILITY MAKING IT PERFECT FOR ANY APPLICATION.**



**± 11,000NITS ULTRA-HIGH BRIGHTNESS**  
x20 Brighter than an LCD TV.  
View in full daylight and dimmable at night.  
Based on LCD N avg. 500 Nits.

**6mm, 10mm, 15mm**

**PIXEL PITCH OPTIONS**

Large IP67 LED diodes,  
±100,000 hours lifetime,  
1.15 quintillion colors.



**IP67 FRONT/IP54 REAR ALL-WEATHER TESTED**  
UV, salt-mist, vibration,  
±temperature, voltage, and  
x2 waterproof tested. Fully  
sealed LED tile.



**OPTIMIZED VIEWING EXPERIENCE**

±3840 Hz, 60 FPS  
smooth, full motion,  
camera-ready  
video playback.



**CONNECTIVITY OPTIONS**

Network with, Ethernet,  
wireless, WIFI, Fiber Optic  
or 4G cellular technology.



**YEAR**

**WARRANTY**

5 -Year parts  
labor. 10-Year  
On-Site Labor & Extended  
Warranties Available.

- Page 64 -

Date:  
8/23/2024

To: Makyla Monroe  
Wharton Civic Center  
1924 N Fulton St  
Wharton, TX 77488  
phone: 979-532-4811  
email: mmonroe@cityofwharton.com

From: Joel Pelton 3  
Core Displays  
512 Sidney Baker St, Ste. 180  
Kerrville, TX 78028  
cell: 830-370-1161  
email: Joel3@coredisplays.net

## EMC SPECIFICATIONS

Pitch: 6mm, 10mm, 15mm  
Cabinet Size: 4' tall x 9' long  
Viewing Area: 4' tall x 9' long  
Matrix: 6mm (200x450) | 10mm (120x270) | 15mm (80x180)  
Color: Full Color-Outdoor  
Configuration: 2 Units (Double Sided)  
Brightness: 11,000 NIT's  
Viewing Angle: 140° Horizontal / 70° Vertical  
Cabinet Access: Front Quick Release RGB Module  
Sign Weight: 505 (lbs. Per Side)  
Technical Support: Included for Life



### 5-Year Parts Warranty

Vandalism, Storm & Lightning Warranty: Includes \$5,000 insurance deductible reimbursement, see warranty for details

## LIGHTED SIGN SPECIFICATIONS

8.6

## 3' x 9' Lighted Sign Double Faced

EXTRUDED ALUMINUM FRAME  
INTERNAL LED LIGHTING  
Polycarbonate Faces  
3 Year Guarantee on Faces,  
Against Breakage. Including Vandalism  
Rated to 120 mph windloads

## COMMUNICATION

Wireless Antennas, Cloud Based Programming  
Light Sensor: Included  
Temp Sensor: NA, Temp from the Cloud

## OPTION 2 PACKAGE PRICING

6mm  
ULTRA-HIGH  
RESOLUTION

\$61,785

10mm  
HIGH  
RESOLUTION

\$58,565

15mm  
ENHANCED  
RESOLUTION

\$53,890

- \* Installation Included In Above Pricing
- \* 50% DEPOSIT | 50% BALANCE
- \* Shipped Ready For Installation With All Necessary Mounting Brackets Attached
- \* Manufactured in Louisville, KY
- \* Shipping Included in Above Pricing
- \* Proper Electrical Responsibility of Customer
- \* Prices good for 90 days



Impact LED proudly introduces the G3 Series of Impact digital sign systems. Our 1'x1' module reliably performs with high brightness, vivid colors, fast refresh rate and industry leading features such as dual power/data connections and module retention leads.

This product is MET Labs certified for NEC and UL48 compliance.



This product complies with FCC Rules - Subpart B of Section 15 of Title 47.



**Redundant Power & Data.**  
Dual power and data inputs reduce the need for a spare part by 80%. High efficiency components consume 22% less energy.



**Simple Installation.** Impact's Unistruct installation system provides an incredibly strong yet easy to use mounting substructure.



**Easy to support.** Modules are easily and quickly removed to create fast and simple service.



**Premium LEDs, 4-layer Printed Circuit Boards,** Meanwell power supplies and gold-plated connector pins are just a few of the components that create a beautiful, long-lasting and dependable display for your application.



**Environmentally sealed cabinets** prevent damaging intrusion of moisture and dust.



**Cloud based software** allows users to connect to their sign from any internet browser on a PC, Mac, Tablet, iPhone, or Android.

# IMPACT cloud

Impact Cloud is a user friendly cloud-based communication method for any Impact LED sign. This Browser based system works from any tablet, phone or computer with internet access.



- ♦ Easy to learn, easy to use & easily maximizes the sign's capabilities to maximize the power of the display.
- ♦ Create feature content, design reusable templates and save playlists for as long as you want that will never get lost.
- ♦ Easily move messages around the screen, enlarge, shrink or rotate content and try different fonts and colors.
- ♦ Access and monitor your sign(s) no matter where they are and no matter where you are at any time.
- ♦ Instant access to ever expanding library of graphics.
- ♦ No software updates to download...ever.

**UPDATE YOUR MESSAGES  
FROM ANY DEVICE**

USERS CAN NOW PUBLISH CONTENT TO THEIR SIGN  
FROM THEIR Ipad, MOBILE DEVICE OR COMP

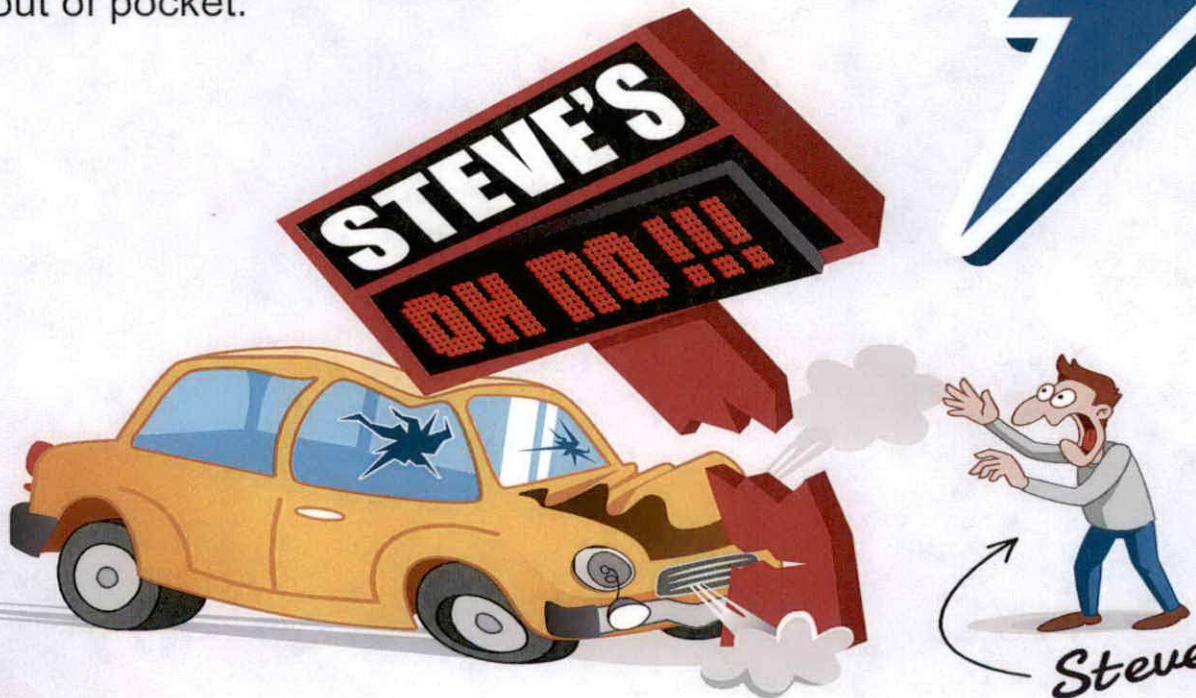
# Storm & Vandalism Warranty

Item-7.

In addition to our Limited Lifetime Warranty,  
**CoreDisplays** offers Storm and Vandalism protection.

Although rare, things happen and you want to be covered. Without even a basic layer of protection, catastrophic events can leave you exposed to replacing your sign out of pocket. **CoreDisplays** is here to help. Should a tree fall on your sign, lightning strike and cause damage, flood waters rise or tornadoes twist, our Storm and Vandalism Warranty will help soften the blow! The warranty even applies to intentional or accidental damage to the sign such as vandalism or a car that veers off the road and destroys the sign.

**CoreDisplays** will reimburse up to \$5,000 of your insurance deductible for the incident for the life of the sign. This allows you to get repairs or replacement with zero dollars out of pocket.



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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF AN ELECTRONIC SIGN FOR THE WHARTON CIVIC CENTER FROM CORE DISPLAYS, THROUGH THE TIPS COOPERATIVE PROGRAM AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** The Wharton City Council wishes to approve Core Displays for the purchase of a sign at the Wharton Civic Center in the amount of \$61,785.00; and,

**WHEREAS,** The City of Wharton is a member of and participates in the TIPS Cooperative Program; and,

**WHEREAS,** The Wharton City Council wishes to approve Core Displays for the purchase of an electronic sign in the amount of \$61,875.00 for the Wharton Civic Center; and,

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

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

**Section I.** The Wharton City Council hereby authorizes the City Manager of the City of Wharton, Texas, to purchase an electronic sign from Core Displays through the TIPS Cooperative Program for the Wharton Civic Center in the amount of \$61,785.00.

**Section II.** The Wharton City Council hereby authorizes the City Manager to execute all documents related to the purchase of the equipment.

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

**Passed, Approved, and Adopted** this 28th day of October 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager’s Office area of City Hall and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.												
<p>The City Staff received quotes for the replacement of an air conditioning unit for the Council Chambers and the City Manager’s office in City Hall. The Council Chamber unit is non-operational and the unit in the City Manager’s Office was manufactured in 1990.</p> <p>Quotes were received from:</p> <table><tr><td></td><td><u>Council Chambers</u></td><td><u>City Manager’s Office</u></td></tr><tr><td>Roberson Air Conditioning</td><td>\$18,922.00</td><td>\$8,574.00</td></tr><tr><td>E.B. Air</td><td>\$19,995.00</td><td>\$9,750.00</td></tr><tr><td>Eldridge A/C</td><td>\$24,648.21</td><td>\$8,763.70</td></tr></table> <p>The Finance Committee will meet on Monday, October 28, 2024, and will formulate a recommendation for City Council consideration.</p> <p>Finance Director Joan Andel will be present to answer any questions.</p>					<u>Council Chambers</u>	<u>City Manager’s Office</u>	Roberson Air Conditioning	\$18,922.00	\$8,574.00	E.B. Air	\$19,995.00	\$9,750.00	Eldridge A/C	\$24,648.21	\$8,763.70
	<u>Council Chambers</u>	<u>City Manager’s Office</u>													
Roberson Air Conditioning	\$18,922.00	\$8,574.00													
E.B. Air	\$19,995.00	\$9,750.00													
Eldridge A/C	\$24,648.21	\$8,763.70													
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024												
Approval: 															
Mayor: Tim Barker															



## City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

### MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: October 23, 2024

Re: Air Conditioning Units for City Hall

The City staff received quotes for the replacement of an air conditioning unit for the Council Chambers and the City Manager's office in City Hall. The Council Chamber unit is non-operational and the unit in the City Manager's Office was manufactured in 1990.

Quotes were received from:

	Council Chambers	City Manager's Office
Roberson Air Conditioning	\$18,922.00	\$8,574.00
E.B. Air	\$19,995.00	\$9,750.00
Eldridge A/C	\$24,648.21	\$8,763.70

The funds to pay for air conditioning improvements have been allocated in the 2019 Bond Funds

Please include this item in the Finance Committee meeting on October 28, 2024, so that a recommendation can be made and submitted to the City Council for final approval on the same date.

Please contact me for any questions.

Thank you.



200 E Milam St • Wharton, TX 77488 • TACLA44413C

info@robersonac.com • 979-532-5101 (call or text)

**www.RobersonAC.com**

To: City of Wharton

Address: 120 E Caney St (City Hall - #2)

City: Wharton, TX 77488

Date: October 21, 2024

Phone: 979-532-2491 x225

Email: jandel@cityofwharton.com

The undersigned, Roberson Air Conditioning & Refrigeration, Inc., proposes to furnish to you as the Buyer all the equipment, materials, and necessary labor for installation of same, as described below, subject to condition herein, for the work on the job or building location at above address as per plans and specifications, if any, and prepared by Michael Roberson, President. (Regulated by: Texas Dept. of Licensing & Regulation PO Box 121157; Austin, TX 78711 (512) 463-7357 (800) 803-9202 [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)) Said equipment and materials are to be furnished and installed by Roberson Air Conditioning on said premises owned by addressee. And such equipment, materials, and necessary labor are as follows:

#### **Equipment: Coleman (Johnston Controls)**

Included Manufacturer Warranty: 5 Year Compressor, 1 Year Parts, 1 Year Labor

• Replace with 7.5 Ton Comfortmaker 11.2 EER R-410a 460V 3PH 1 Stage AC Condenser, 80K BTU 115V Multi Speed 80% AFUE Gas Furnace with TXV evaporator coil.

Includes: Media Filtration System

Excludes: Ductwork, Thermostat

**Total: \$18,922.00**

*Note: Buried copper refrigerant lines exposed to moisture & soil can cause reduced capacity, performance, and efficiency. Our recommendation is to relocate the condenser units to the roof because refrigerant line replacement is not feasible. Prior approval was issued by Jones & Carter in 2010 during the Siemens Energy Audit. Furthermore, elevating the units to 1 foot above grade would increase the height of the current units by roughly 3-4 feet.*

#### **Exclusions & Customer Responsibilities:**

Electrical disconnects, breakers, electrical whips or pigtails, gas lines stub out or valve, air handler unit platforms, catwalks for safe unit access, drop down staircase(s), roof penetrations, condensation drain line(s), plumbing stub out, Hail/Coil Guards, Low Ambient Sensor/Controls, Unit Controllers (unless otherwise noted), labor and materials required to remove, install, or modify T-Bar suspended ceilings, does not include crane service. Not Responsible for damaged to Tiles, Ceiling, Walls or other items associated with installation of equipment.

Due to rising material, shipping, & energy prices, quote is valid for 15 days. Quote does not include controllers, hail guards, curb adapters, dampers, crane or lift fees, permits, electrical, ductwork, plumbing, Certified TAB, 3rd party testing, or carpentry finish work, unless otherwise noted. Equipment and materials installed in accordance with local mechanical code, unless otherwise noted. Invoiced price may vary, customer is responsible for any unexpected expenses or change orders do to unforeseen circumstances. Customer must complete all necessary paperwork and meet qualifications to receive said warranties, rebates, and/or credits. Warranty does not include non-manufacturer failures, wear and tear, corrosion, erosion, deterioration, vandalism, neglect, accident, adverse weather, environmental conditions, abuse, improper use, preventative maintenance, freight, filters, deductibles, diagnostics, overtime rates, refrigerant, nor materials. Annual service agreement required to maintain valid warranty. Warranty coverage is not underwritten by Roberson Air Conditioning and is subject to change or termination without notice. Quoted efficiency ratings and equipment capacity may vary. Sixty percent (60%) draw required on acceptance of contract, Thirty percent (30%) draw on rough-in, remaining plus any additional change orders due on completion of contract, unless otherwise noted. Contracted work shall commence after written approval is received.

IF BID ACCEPTED, PLEASE CIRCLE OPTION TOTAL, SIGN AND RETURN THIS PURCHASE AGREEMENT.

CUSTOMERS SIGNATURE & DATE

RESPECTFULLY,

**Roberson Air Conditioning & Refrigeration, Inc.**

*Michael Roberson, President*



200 E Milam St • Wharton, TX 77488 • TACLA44413C

info@robersonac.com • 979-532-5101 (call or text)

**www.RobersonAC.com**

To: City of Wharton

Address: 120 E Caney St (City Hall - #4)

City: Wharton, TX 77488

Date: October 21, 2024

Phone: 979-532-2491 x225

Email: jandel@cityofwharton.com

The undersigned, Roberson Air Conditioning & Refrigeration, Inc., proposes to furnish to you as the Buyer all the equipment, materials, and necessary labor for installation of same, as described below, subject to condition herein, for the work on the job or building location at above address as per plans and specifications, if any, and prepared by Michael Roberson, President. (Regulated by: Texas Dept. of Licensing & Regulation PO Box 121157; Austin, TX 78711 (512) 463-7357 (800) 803-9202 [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)) Said equipment and materials are to be furnished and installed by Roberson Air Conditioning on said premises owned by addressee. And such equipment, materials, and necessary labor are as follows:

#### **Equipment: Comfortmaker**

Included Manufacturer Warranty: 5 Year Compressor, 1 Year Parts, 1 Year Labor

• Replace with 5 Ton 14.3 SEER2 Series R-410a 208/230V 1PH Copeland Single Stage Scroll AC Condenser, 20 kW Electric Heat, Multi Speed Air Handler with evaporator coil.

Includes: Media Filtration System

Excludes: Ductwork, Thermostat

**Total: \$8,574.00**

*Note: Buried copper refrigerant lines exposed to moisture & soil can cause reduced capacity, performance, and efficiency. Our recommendation is to relocate the condenser units to the roof because refrigerant line replacement is not feasible. Prior approval was issued by Jones & Carter in 2010 during the Siemens Energy Audit. Furthermore, elevating the units to 1 foot above grade would increase the height of the current units by roughly 3-4 feet.*

Electrical disconnects, breakers, electrical whips or pigtails, gas lines stub out or valve, air handler unit platforms, catwalks for safe unit access, drop down staircase(s), roof penetrations, condensation drain line(s), plumbing stub out, Hail/Coil Guards, Low Ambient Sensor/Controls, Unit Controllers (unless otherwise noted), labor and materials required to remove, install, or modify T-Bar suspended ceilings, does not include crane service. Not Responsible for damaged to Tiles, Ceiling, Walls or other items associated with installation of equipment.

Due to rising material, shipping, & energy prices, quote is valid for 15 days. Quote does not include controllers, hail guards, curb adapters, dampers, crane or lift fees, permits, electrical, ductwork, plumbing, Certified TAB, 3rd party testing, or carpentry finish work, unless otherwise noted. Equipment and materials installed in accordance with local mechanical code, unless otherwise noted. Invoiced price may vary, customer is responsible for any unexpected expenses or change orders do to unforeseen circumstances. Customer must complete all necessary paperwork and meet qualifications to receive said warranties, rebates, and/or credits. Warranty does not include non-manufacturer failures, wear and tear, corrosion, erosion, deterioration, vandalism, neglect, accident, adverse weather, environmental conditions, abuse, improper use, preventative maintenance, freight, filters, deductibles, diagnostics, overtime rates, refrigerant, nor materials. Annual service agreement required to maintain valid warranty. Warranty coverage is not underwritten by Roberson Air Conditioning and is subject to change or termination without notice. Quoted efficiency ratings and equipment capacity may vary. Sixty percent (60%) draw required on acceptance of contract, Thirty percent (30%) draw on rough-in, remaining plus any additional change orders due on completion of contract, unless otherwise noted. Contracted work shall commence after written approval is received.

IF BID ACCEPTED, PLEASE CIRCLE OPTION TOTAL, SIGN AND RETURN THIS PURCHASE AGREEMENT.

CUSTOMERS SIGNATURE & DATE

RESPECTFULLY,

**Roberson Air Conditioning & Refrigeration, Inc.**

*Michael Roberson, President*

## PROPOSAL

Customer Name: City of Wharton  
Address: 120 E. Caney St.  
City, State, Zip: Wharton, TX 77488

Job Name: City Hall  
Phone: 979-532-2491  
Email: jandel@cityofwharton.com

### EQUIPMENT SPECIFICATIONS

Make: American Standard      Model Numbers: TTA090, SB1, ABH96

SEER2:      EER2:      AFUE:

BTUH Cooling: 7.5 Ton      BTUH Heating: 90K      CFM:

Installation shall include: Indoor and outdoor units, new thermostat, new vent pipe for heat. Adapting back to existing duct, wiring and piping.

10 Day lead time on coil for indoor unit.

### PRODUCT WARRANTY

Equip. Parts	1 year
Labor	2 year
Compressor	5 year

Total Price (includes tax): \$ 19,995.00

Andrew Webster      10/21/2024  
Signature      Date

**PROPOSAL**

E.B. Item-8.

PO Box 629, East Bernard, TX 77435  
(979) 335-4262  
License #TACLA93311E

Customer Name: City of Wharton  
Address: 120 E. Caney St.  
City, State, Zip: Wharton, TX 77488

Job: City Manager Office  
Phone: 979-532-2491  
Email: jandel@cityofwharton.com

**EQUIPMENT SPECIFICATIONS**

Make: Lennox

Model Numbers: ML17XC1, CBK45

SEER2: 14.4

EER2: 12

AFUE:

BTUH Cooling: 5-Ton

BTUH Heating: 20 KW

CFM:

**INSTALLATION SHALL INCLUDE:** Indoor and outdoor units with Healthy Climate filtration. Adapting back to existing duct, wiring and piping.

\*No high voltage electrical, plumbing, or carpentry in proposal.

**PRODUCT WARRANTY:** ☐ EXTENDED (w/registration)

☒ **COMMERCIAL**

Equip/Parts	10 Year
Labor	2 Year
Compressor	10 Year

Equip/Parts	1 Year
Labor	2 Year
Compressor	5 Year

**NOTES:**

**Total (including tax): \$ 9,750.00**

Proposal good for 30 days

**Andrew Webster**

Signature

**10/02/24**

Date

**ELDRIDGE AIR CONDITIONING AND HEATING INC.**

P. O. Box 591-WHARTON, TEXAS-77488  
 Phone 979-532-8150 Fax 979-532-8826  
 TACLA67568E

Date: October 23<sup>rd</sup>, 2024

To: Wharton City Hall / Counsel's Chambers  
 120 E. Caney  
 Wharton, TX 77488

The undersigned, Eldridge Air Conditioning & Heating, Inc., (License issued by The Texas Department of Licensing and Regulation, 920 Colorado St., Austin, Texas 78701, P. O. Box 12157, Austin, Texas 78711, phone 1-800-803-9292 Ext. 37369) proposes to furnish to you as Buyer all the equipment, materials, and necessary labor for proper installation of same, as described below, subject to conditions herein, for the work on the job or building located at: Counsel's Chambers as per plans and specifications, if any, and prepared by Pierce Otto. Said equipment, and materials are to be furnished and installed by Eldridge Air Conditioning on said premises owned by Wharton City Hall and such equipment and materials are as follows:

<b>EQUIPMENT:</b>	<b>TRANE, 7.5 Ton System</b>
(1)TTA09043AAA	7.5 Ton Condenser
(1)BAYVALV001	Service Valve
(2) S8B1B080M4PS	Furnace
(1)ABM96-3Y74E	Coil

**TOTAL: \$24,648.21**

**QUOTE INCLUDES DISPOSAL OF OLD EQUIPMENT**

**\*\* PRICE QUOTED IS VALID FOR 30 DAYS \*\***

**50% PAYMENT DUE BEFORE EQUIPMENT IS ORDERED - BALANCE DUE UPON COMPLETION.**

---

If bid accepted, please sign and return one copy of this Purchase Agreement.

Respectfully submitted,  
 Eldridge Air Conditioning & Heating, Inc.

---

Customer Signature

---

Pierce Otto

# ELDRIDGE AIR CONDITIONING AND HEATING INC.

P. O. Box 591-WHARTON, TEXAS-77488  
Phone 979-532-8150 Fax 979-532-8826  
TACLA67568E

Date: October 23<sup>rd</sup>, 2024

To: Wharton City Hall / City Manager's Office  
120 E. Caney  
Wharton, TX 77488

The undersigned, Eldridge Air Conditioning & Heating, Inc., (License issued by The Texas Department of Licensing and Regulation, 920 Colorado St., Austin, Texas 78701, P. O. Box 12157, Austin, Texas 78711, phone 1-800-803-9292 Ext. 37369) proposes to furnish to you as Buyer all the equipment, materials, and necessary labor for proper installation of same, as described below, subject to conditions herein, for the work on the job or building located at: City Manager's Office as per plans and specifications, if any, and prepared by Pierce Otto. Said equipment, and materials are to be furnished and installed by Eldridge Air Conditioning on said premises owned by Wharton City Hall and such equipment and materials are as follows:

## EQUIPMENT: 5 Ton Electric Heat System

### Trane

4TTR4060N1000 Condenser  
TEM4B0C60S51S Air Handler  
81-0703-01 Heat Strips

**TOTAL: \$9,745.10**

### RunTru by Trane

A4AC4060D1000 Condenser  
A4AH4E60B1C30 Air Handler  
81-0703-01 Heat Strips

**TOTAL: \$8,763.70**

\*Includes drains and floats. Will flush and reuse copper.

## QUOTE INCLUDES DISPOSAL OF OLD EQUIPMENT

**\*\* PRICE QUOTED IS VALID FOR 30 DAYS \*\***

**50% PAYMENT DUE BEFORE EQUIPMENT IS ORDERED - BALANCE DUE UPON COMPLETION.**

---

If bid accepted, please sign and return one copy of this Purchase Agreement.

Respectfully submitted,  
Eldridge Air Conditioning & Heating, Inc.

---

Customer Signature

---

Pierce Otto

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF AN AIR CONDITIONING UNIT FOR THE COUNCIL CHAMBERS AND AN AIR CONDITIONING UNIT FOR THE CITY MANAGER'S OFFICE AREA OF CITY HALL AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** The Wharton City Council wishes to approve the purchase of an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager's office of City Hall from \_\_\_\_\_ in the amount of \_\_\_\_\_; and,

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

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

**Section I.** The Wharton City Council hereby authorizes the City Manager of the City of Wharton, Texas, to execute all documents related to the purchase from \_\_\_\_\_ for an air conditioning unit for the Council Chambers and an air conditioning unit for the City Manager's office of City Hall in the amount of \_\_\_\_\_;

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

**Passed, Approved, and Adopted** this 28th day of October 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program with the State Energy Conservation Office (SECO) and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement.
<p>On July 26, 2024, the City Staff submitted an application to the State Energy Conservation Office (SECO) for new energy efficiency retrofit equipment for the Wharton Civic Center in the amount of \$250,000.00. The improvements included six (6) air conditioning units, the replacement of fourteen (14) windows, and weatherstripping on approximately six (6) doors.</p> <p>On August 28, 2024, the Staff was notified that the application had been approved for funding.</p> <p>Attached is the Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program.</p> <p>City Attorney Paul Webb has reviewed the agreement.</p> <p>The Finance Committee met on Monday, October 14, 2024, and voted to recommend this item to the City Council for consideration.</p> <p>Finance Director Joan Andel will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



## City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

### MEMORANDUM

To: Mr. Joseph R. Pace  
City Manager

From: Joan Andel

Date: October 21, 2024

Re: State Energy Conservation Office Award

On July 26, 2024, I submitted an application to the State Energy Conservation Office (SECO) for new energy efficiency retrofit equipment for the Wharton Civic Center in the amount of \$250,000. The improvements included six (6) air conditioning units, the replacement of fourteen (14) windows, and weatherstripping on approximately six (6) doors.

On August 28, 2024, we were notified that we had been approved for the funding. Attached is the Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program. The Finance Committee met on October 14, 2024, and voted to recommend this item to the City Council for consideration.

Should you have any questions, please contact me.

Thank you.

STATE OF TEXAS

STATE ENERGY CONSERVATION OFFICE

COUNTY OF TRAVIS

AGREEMENT

# CM24103

**INTERLOCAL AGREEMENT  
FOR THE MUNICIPALLY OWNED BUILDING ENERGY EFFICIENCY RETROFITS PROGRAM**

This interlocal agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller"), State Energy Conservation Office ("SECO") and City of Wharton ("Contractor") located at 120 E. Caney, Wharton, Texas 77488.

**I. Recitals**

**Whereas**, on June 28, 2024, Comptroller issued a Request for Applications No. EECBG-IIJA1-2024 ("RFA") for the Municipally Owned Building Energy Efficiency Retrofits Program to convert to energy efficiency retrofits;

**Whereas**, City of Wharton submitted an application on or before August 16, 2024, in response to Comptroller's RFA ("Application");

**Whereas**, City of Wharton was selected as a Successful Applicant;

**Whereas**, under this Agreement, City of Wharton shall fully comply with all terms, conditions, requirements and other provisions of this Contract, including those set forth in the Attachments attached hereto and incorporated herein for all purposes; and

**Whereas**, in consideration of City of Wharton's compliance with all requirements of this Contract, Comptroller awards this Contract to the City of Wharton.

**Now, therefore**, the parties hereby agree as follows:

**II. Authority**

This Agreement is entered into pursuant to authority granted in Chapter 403, Section 403.11, Texas Government Code; Chapter 447, Texas Government Code; the Oil Overcharge Restitutionary Act, Chapter 2305, Texas Government Code; the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and the State of Texas Oil Overcharge Funds Disbursement Plan. Funding for this program is provided by federal funds approved by the United States Department of Energy ("DOE").

**III. Services**

City of Wharton shall provide to Comptroller all of the services and deliverables described in and in the manner required by this Agreement all of the following documents ("Services") as attached hereto and incorporated as part of this Agreement for all purposes. All terms and conditions of Comptroller's RFA shall apply.

<u>Attachment A:</u>	Deliverables Statement;
<u>Attachment B:</u>	Budget;
<u>Attachment C-1:</u>	Assurance of Compliance, Nondiscrimination in State Assisted Programs;
<u>Attachment C-2:</u>	Assurance of Compliance, Nondiscrimination in State Assisted Programs;
<u>Attachment D:</u>	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions;
<u>Attachment E:</u>	Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;

<u>Attachment F:</u>	Disclosure of Lobbying Activities;
<u>Attachment G:</u>	Assurances – Non-Construction Programs;
<u>Attachment H:</u>	Intellectual Property Provisions;
<u>Attachment I:</u>	Subcontracting Provisions; Mandatory Flowdown Provision;
<u>Attachment J:</u>	Execution of Application;
<u>Attachment K:</u>	Nondisclosure Agreement;
<u>Attachment L:</u>	Comptroller's RFA;
<u>Attachment M:</u>	City of Wharton's Application;
<u>Attachment N:</u>	Build America, Buy America
<u>Attachment O:</u>	Davis-Bacon Act
<u>Attachment P:</u>	LCPTTracker Flow Chart
<u>Attachment Q:</u>	LCPTTracker Training Schedule

In the event of a conflict, the documents shall control in the following order of precedence:

1. This Agreement, excluding Attachments;
2. Attachments A and B;
3. Attachments C-1 through H;
4. Attachment I;
5. Attachment O;
6. Attachment P;
7. Attachment N;
8. Attachment J;
9. Attachment K;
10. Attachment L;
11. Attachment M;

City of Wharton represents and warrants that it completed and provided the following Attachments to Comptroller prior to executing this Agreement: C-1, D, E, F, G, H, I, J, K, N, and O. In addition, City of Wharton represents and warrants that each of its subcontractors will complete and provide an Attachment C-2 to City of Wharton and Comptroller prior to City of Wharton executing this Agreement.

City of Wharton shall retain full control over the personnel, equipment, supplies, and other items City of Wharton selects as necessary to provide all of the services described in this Agreement.

City of Wharton shall submit such records, information, and reports in such form and at such times as may be required by Comptroller; these reports shall include, but are not limited to, the reports specified in Attachment A.

City of Wharton's performance under this Agreement is limited to the requirements set forth in this Agreement, including services reasonably related to satisfying those requirements.

City of Wharton represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide all of the required Services to Comptroller in the manner required by this Agreement. Comptroller shall look solely to City of Wharton for performance of this Agreement. City of Wharton shall provide the services under the direction of Comptroller. City of Wharton shall be the sole point of Contract responsibility. City of Wharton shall be liable, both individually and severally, for the performance of all obligations under this Contract, and shall not be relieved of the non-performance of any subcontractor.

#### IV. Payments

Total payments to City of Wharton under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00)**. City of Wharton's payments under this Agreement are limited to reimbursements of actual authorized costs incurred pursuant to the budget provided in Attachment B. No other

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amounts shall be paid. Each month, City of Wharton shall submit to Comptroller each request for payment by submitting a detailed invoice to Comptroller, listing expenses by budget categories. City of Wharton shall submit invoices that are fully supported by receipts and such other documentation. Comptroller reserves the right, in its sole discretion, to withhold payment of invoices for which City of Wharton does not submit documentation acceptable to Comptroller. City of Wharton shall submit monthly invoices for equipment purchased, services performed and costs incurred in the prior month.

Comptroller reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Comptroller must give prior approval of all such revisions through its execution of a written amendment to this Agreement. City of Wharton may submit a request for reimbursement after contract termination provided the eligible expenses were incurred during the term of the Agreement.

## **V. Term**

The term of this Agreement shall begin on the date executed by Comptroller, after having first been signed by City of Wharton, and shall be effective until August 31, 2025 ("Termination Date") unless terminated earlier in accordance with other provisions of this Agreement. Notwithstanding the termination or expiration of this Agreement, the provisions of this Agreement regarding confidentiality, indemnification, payments, records, and dispute resolution shall survive the termination or expiration dates of this Contract.

## **VI. Termination**

Comptroller reserves the right, in its sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to City of Wharton.

Upon receipt of notice of termination from Comptroller, City of Wharton shall immediately cease to submit monthly statements or requests for reimbursement and shall cancel, withdraw or otherwise terminate any outstanding orders or commitments under this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs. City of Wharton cannot incur new costs after termination but can seek reimbursement for eligible costs incurred during the Agreement term. Comptroller shall have no liability whatsoever for any costs incurred after such termination date. Upon termination for a breach of this Agreement or failure to comply with the terms of this Agreement, City of Wharton may be required to return any or all grant funds to Comptroller.

## **VII. Records Retention, Right to Audit, and Monitoring**

A. Retention of Records. City of Wharton shall maintain and retain fiscal records and supporting documentation for all expenditures related to this Agreement at its principal office adequate to ensure that claims for grant funds are in accordance with applicable Comptroller and State of Texas requirements. City of Wharton shall maintain all such documents and other records relating to this Agreement for a period of seven (7) years after the date of submission of the final invoice or until a resolution of all billing questions, whichever is later.

B. Access to Records. City of Wharton shall give DOE, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, Comptroller, or any of their duly-authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by City of Wharton pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by City of Wharton. City of Wharton shall cooperate with auditors and other authorized representatives of Comptroller and the State of Texas and shall provide them with prompt access to all such property as requested by Comptroller or the State of Texas. By example and not as exclusion to other breaches or failures, the City of Wharton's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize Comptroller to immediately terminate this Agreement. City of Wharton agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552 of the Texas Government Code.

C. Right to Audit. Comptroller may require, at City of Wharton's sole cost and expense, independent audits by a qualified certified public accounting firm of City of Wharton's books and records or the State's property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to City of Wharton. Comptroller retains the right to issue a request for applications for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of City of Wharton or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by City of Wharton or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, City of Wharton or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code. City of Wharton shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors or sub-contractors through the City of Wharton and the requirement to cooperate is included in any subcontract it awards. The state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the City of Wharton relating to this Agreement.

D. Monitoring. Comptroller may also carry out monitoring and evaluation activities to ensure City of Wharton's compliance with the programs that are the subject of this Agreement and to make available copies of all financial audits and related management letters of City of Wharton and any subcontractors as required under any applicable federal or state law or guidelines.

### **VIII. Indemnification**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, CITY OF WHARTON SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF City of Wharton OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY City of Wharton WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND City of Wharton MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. City of Wharton AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **IX. Subcontracting**

City of Wharton may subcontract or sub-grant for the purposes of this Agreement as specifically authorized by Comptroller pursuant to the terms and subject to compliance with the flow down provisions of Attachment I of this Agreement.

### **X. Amendments**

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Comptroller may unilaterally amend this Agreement as provided in Section XVIII.

## XI. Notice

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

Comptroller: Texas Comptroller of Public Accounts  
State Energy Conservation Office  
111 E. 17<sup>th</sup> Street  
Austin, Texas 78774

City of Wharton: City of Wharton  
120 E. Caney  
Wharton, Texas 77488

## XII. Funding

Comptroller's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Comptroller of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination, without penalty to Comptroller, subject to the availability and receipt of these funds. In addition, Comptroller's authority and appropriations are subject to the actions of the Texas Legislature. If Comptroller becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Comptroller may terminate this Agreement without penalty to Comptroller or the State of Texas. In the event of a termination or cancellation under this Section, Comptroller shall not be required to give notice and not be liable for damages or losses caused or associated with such termination or cancellation.

## XIII. Insurance

City of Wharton has and will maintain in force during the term of this Agreement insurance coverage or an adequate program of self-insurance to cover its indemnification obligations under this Agreement. As a political subdivision of the State of Texas, City of Wharton will address issues of general liability in accordance with the Texas Civil Practice and Remedies Code, Chapter 101 (the Texas Tort Claims Act) and Chapter 102 (Tort Claims Payments by Local Governments). City of Wharton will maintain Workers' Compensation insurance in the amounts required by state and federal law.

## XIV. Assignment

City of Wharton shall not transfer or assign any rights or duties under or any interest in this Agreement. City of Wharton shall not delegate its responsibilities or duties under the terms of this Agreement.

## XV. Property Rights

For the purposes of this Agreement, the term "Work" is defined as all reports, work papers, work products, materials, approaches, designs, specification, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under this Agreement. City of Wharton owns and will continue to own all right, title and interest and all proprietary rights in and to the Work and any and all documentation or other products and results of the services rendered by City of Wharton, including all trade secret, copyright, patent, trademark, and other proprietary rights.

City of Wharton hereby grants Comptroller a perpetual, royalty-free, nonexclusive, irrevocable, transferable, worldwide license for governmental purposes to use, reproduce, distribute, display, and perform the Work and to prepare derivative works based thereon. Additionally, upon delivery of the Work to Comptroller, and upon full payment to City of Wharton hereunder by Comptroller for such Work, Comptroller shall be deemed to have paid all non-commercial license, support, maintenance, subscription, and other fees of any kind, and City of Wharton understands and agrees to this provision.

In the event that either party intends to use, reproduce, display, or perform such Work for commercial purposes, the parties agree in good faith to negotiate the applicable license.

No later than the first calendar day after the termination or expiration of this Agreement or at Comptroller's request, City of Wharton shall deliver to Comptroller all completed, or partially completed, Work and any and all documentation or other products and results of these services. Failure to timely deliver such Work and any and all documentation or other products and results of services shall be considered a material breach of this Agreement.

In the event of any conflicting provisions between this Section and Attachment H, Attachment H shall control.

Title to and control over equipment or license of any software so purchased for City of Wharton's performance under this Agreement shall remain with City of Wharton so long as it is being used for the purpose for which it was intended under the terms of this Agreement.

#### **XVI. Severability Clause**

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### **XVII. Dispute Resolution Process**

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Comptroller has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. City of Wharton shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Comptroller and City of Wharton to attempt to resolve any claim for breach of contract made by City of Wharton under this Agreement:

- (A) City of Wharton's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, City of Wharton shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Comptroller and City of Wharton otherwise entitled to notice under this Agreement. Compliance by City of Wharton with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is City of Wharton's sole and exclusive process for seeking a remedy for an alleged breach of contract by Comptroller if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practice and Remedies Code.

Neither the execution of this Agreement by Comptroller nor any other conduct of any representative of Comptroller relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Comptroller and City of Wharton shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Comptroller and City of Wharton within fifteen (15) days after written notice by one of them demanding mediation under this Section. City of Wharton and Comptroller shall pay all costs of the mediation equally. By mutual agreement, Comptroller and City of Wharton may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Comptroller and City of Wharton shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Comptroller's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Comptroller of: (1) any rights, privileges, defenses, remedies or immunities available to Comptroller as an agency of the State of Texas or otherwise available to Comptroller; (2) Comptroller's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

### **XVIII. Applicable Law and Conforming Amendments**

City of Wharton shall comply with all state and federal laws, regulations, requirements and guidelines applicable to a City of Wharton providing services to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Comptroller reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Comptroller's or City of Wharton's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

### **XIX. Additional Provisions**

#### **19.1 Time Limits**

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

#### **19.2 No Waiver**

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Comptroller or otherwise available to Comptroller or City of Wharton. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Comptroller or City of Wharton under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Comptroller or City of Wharton do not waive any privileges, rights, defenses, or immunities available to them by entering into this Agreement or by their conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller or City of Wharton must be in writing, must reference this Section, and must be signed by Comptroller and City of Wharton to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

### **19.3 No Liability upon Termination**

If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts arising from or related to any such termination.

### **19.4 Limitation on Authority; No Other Obligations**

City of Wharton shall have no authority to act for or on behalf of Comptroller or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. City of Wharton may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Comptroller.

### **19.5 No Other Benefits**

City of Wharton shall have no exclusive rights or benefits other than those set forth herein.

### **19.6 Force Majeure**

Except as otherwise provided, neither City of Wharton nor Comptroller shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

### **19.7 Debts or Delinquencies to State**

City of Wharton acknowledges and agrees that, to the extent City of Wharton owes any debt or delinquent taxes to the State of Texas, any payments or other amounts City of Wharton is otherwise owed under or related to this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes City of Wharton owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time City of Wharton owes any such debt or delinquency. City of Wharton shall comply with rules adopted by the Comptroller under Sections 403.055, 403.0551, and 2252.903 of the Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

Furthermore, City of Wharton acknowledges and agrees that any obligation to refund or return grant funds based on termination or breach of this Agreement entered into by City of Wharton and Comptroller creates "a debt to the state" for purposes of Section 403.055 of the Texas Government Code. City of Wharton further acknowledges and agrees that the terms of this Agreement are sufficient to create a debt by agreement between the City of Wharton and Comptroller. Comptroller agrees that it shall provide City of Wharton the opportunity to contest the amount due or the existence of a breach through an internal administrative review process which shall be determined by Comptroller. Applicant's failure to return any amount owed upon conclusion of Comptroller's administrative review process shall allow Comptroller to use the warrant-hold process under Section 403.055 of the Texas Government Code as a means of enforcing City of Wharton's compliance with the terms of the Grant Agreement or to recover grant funds required to be returned by City of Wharton under the terms of this Agreement.

If City of Wharton is a "local government entity" as defined under Section 271.151 of the Texas Local Government Code, City of Wharton acknowledges and agrees that this Agreement is a written contract stating the essential terms for providing services to City of Wharton, and therefore, this Agreement is subject to Chapter 271, Subchapter I, of the Local Government Code which waives sovereign immunity for certain breach of contract claims.

## 19.8 No Conflicts

City of Wharton represents and warrants that City of Wharton has no actual or potential conflicts of interest in providing services to Comptroller under the Contract and that City of Wharton's provision of services under the Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Contract, and other prohibited work provisions of this Contract, City of Wharton shall, throughout the term of this Contract, comply with and provide all of the following: provide to Comptroller, upon request, a copy of City of Wharton's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclose and describe in detail City of Wharton's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclose and describe in detail any emerging irregularities, if any, that could materially affect Comptroller's interests; and disclose and describe in detail how City of Wharton examines whether City of Wharton's outside auditors provide consulting or other services to City of Wharton or City of Wharton's clients or to Comptroller.

## 19.9 Comptroller's Anti-Fraud Policy

City of Wharton represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy located on Comptroller's website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of this Agreement.

## 19.10 Texas Public Information Act; Confidential Information

Each party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Comptroller and City of Wharton expect that all information exchanged between them will be public information. In the event confidential information is exchanged, Comptroller and City of Wharton shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security of information. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act.

## 19.11 Patent, Trademark, Copyright and Other Infringement Claims

City of Wharton shall defend and indemnify Comptroller and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from Comptroller's or City of Wharton's use of or acquisition of any services or other items provided to Comptroller by City of Wharton or otherwise to which Comptroller has access as a result of City of Wharton's performance under this Agreement, provided that Comptroller shall notify City of Wharton of any such claim within a reasonable time of Comptroller's receiving notice of any such claim. If City of Wharton is notified of any claim subject to this Section, City of Wharton shall notify Comptroller of such claim within five (5) working days of such notice. If Comptroller determines that a conflict exists between its interests and those of City of Wharton or if Comptroller is required by applicable law to select separate counsel, Comptroller shall be permitted to select separate counsel and the reasonable costs of such Comptroller's counsel shall be paid by City of Wharton. City of Wharton shall make no settlement of any such claim without Comptroller's prior written approval. City of Wharton shall reimburse Comptroller and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. City of Wharton represents that it has determined what licenses, patents and permits are required under this Agreement and has acquired or will acquire all such licenses, patents and permits prior to commencement of services under this Agreement.

## 19.12 DTPA; Unfair Business Practices

City of Wharton represents and warrants that it has not been the subject of a Deceptive Trade Practices Act (DTPA) or any unfair business practice administrative hearing or court suit and that City of Wharton has not been found to be guilty of such practices in such proceedings. City of Wharton certifies that it has no officers who have served as officers of other entities who have been the subject of a DTPA claim or any unfair business administrative hearing or

court suit and that such officers have not been found to be guilty of such practices in such proceedings.

### **19.13 Immigration**

City of Wharton represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Reform and Immigrant Responsibility Act of 1996 regarding employment verification and retention of verification forms for any individuals hired, who will perform any labor or services under this Agreement. City of Wharton also represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 enacted on November 29, 1990, regarding creation of the lottery system for granting visas, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 enacted on September 30, 1996 which created three year, ten year and permanent bars to entrance into the United States.

### **19.14 Antitrust**

Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., City of Wharton represents and warrants that neither City of Wharton nor any firm, corporation, partnership, or institution represented by City of Wharton, nor anyone acting for such firm, corporation or institution has violated Texas antitrust laws or federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business.

### **19.15 Texas Family Code**

Under Section 231.006, Texas Family Code (relating to child support), City of Wharton certifies that the individual or business entity named in this Agreement is eligible to receive payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

### **19.16 Criminal Conviction Certification**

City of Wharton certifies that neither City of Wharton or any of its employees, agents, or representative, including any subcontractors and employees, agents, or representative of such subcontractors, to be assigned to the services hereunder, has been convicted of a felony criminal offense, or that if such a conviction has occurred or occurs during the term of this Agreement, City of Wharton will immediately fully advise Comptroller as to the facts and circumstances.

### **19.17 Financial Interests; Gifts**

City of Wharton represents and warrants that neither City of Wharton nor any person or entity which will participate financially in this Agreement has received compensation from Comptroller for participation in preparation of specifications for this Agreement. In addition, under Section 2155.004, Texas Government Code, City of Wharton certifies that it is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. City of Wharton represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement. City of Wharton certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency.

### **19.18 Buy Texas**

City of Wharton represents and warrants that, in accordance with Section 2155.4441, Texas Government Code, it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.

### **19.19 False Statements; Breach of Representations**

By signature to this Agreement, City of Wharton makes all the representations, warranties, covenants, and certifications included in this Agreement. Notwithstanding any provision of this Agreement to the contrary, if City of Wharton signs this Agreement with a false statement or it is subsequently determined that City of Wharton has violated any of the representations, warranties, covenants or certifications included in this Agreement, City of Wharton shall be in default under this Agreement and Comptroller may terminate or void this Agreement for cause and pursue other remedies available to Comptroller under this Agreement and applicable law.

### **19.20 Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying**

City of Wharton represents and warrants that Comptroller's payment to City of Wharton and City of Wharton's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005, 556.0055, or 556.008, Texas Government Code.

### **19.21 Certification Concerning Hurricane Relief**

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, City of Wharton certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certifications inaccurate.

### **19.22 Debarred Vendors List**

City of Wharton represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that City of Wharton is in compliance with the State of Texas statutes and rules relating to procurement and that City of Wharton is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

### **19.23 Drug Free Workplace**

City of Wharton represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

### **19.24 No Boycott-State of Israel**

Pursuant to Section 2270.002 of the Texas Government Code, City of Wharton does not boycott Israel and will not boycott Israel during the term of the Contract.

### **19.25 Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, City of Wharton certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

### **19.26 Foreign Terrorist Organizations**

City of Wharton represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

### **19.27 Energy Company Boycotts**

City of Wharton represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the term this Agreement, City of Wharton shall promptly notify CPA.

### **19.28 Firearm Entities and Trade Associations Discrimination**

City of Wharton verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the term of this Agreement, City of Wharton shall promptly notify CPA.

### **19.29 COVID-19 Vaccine Passport Prohibition**

Under Section 161.0085 of the Texas Health and Safety Code, City of Wharton certifies that the individual or business entity named in this Agreement is not ineligible to receive this Agreement.

## **XX. Merger**

This Agreement, and its accompanying attachments, contain the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

## **XXI. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

**Texas Comptroller of Public Accounts**

**City of Wharton**

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

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

Lisa Craven  
Deputy Comptroller

Joseph R. Pace  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### DELIVERABLES STATEMENT

#### A. Deliverables

Prior to the commencement of any activities or procurements, the City of Wharton shall request from SECO an ASHRAE Level II audit of the proposed energy efficiency retrofits described in Section 2: Project Description of the RFA No. EECBG-IJA1-2024 approved application. The City of Wharton shall provide to the energy auditor 12 months of utility bills prior to audit commencement. The audit purpose is to determine projected energy and demand savings for the proposed retrofits and to validate Build America Buy America material compliance.

Upon completion of the ASHRAE Level II audit, the City of Wharton shall submit Build America Buy America material compliance certifications to SECO for approval prior to procuring equipment and materials. When the SECO Contract Manager approves the compliance certifications, the City of Wharton may proceed with energy efficiency retrofit activities.

City of Wharton shall provide labor and materials to install the energy efficiency retrofits described in Section 2: Project Description of the RFA No. EECBG-IJA1-2024 application and otherwise required by this Agreement. The labor and materials shall include, but are not limited to, the furnishing of all personnel and the procurement of all equipment, supplies, and other items necessary to install the energy efficiency retrofits in compliance with this Agreement. City of Wharton shall review and implement Comptroller recommendations, as Comptroller adopts them from time to time, so that the deliverables may be expeditiously and satisfactorily completed. City of Wharton shall meet with Comptroller at such times as Comptroller may reasonably request to discuss the progress of deliverables and any other matters that may arise in regard to this Agreement.

#### B. Standards of Performance

1. Furnish itemized list of all proposed equipment (type and quantity) with detailed cut sheets/specifications, and efficiencies for each piece of equipment and system prior to ordering equipment. The itemized list must demonstrate compliance with Build America Buy America (BABA) requirements and the Contract Manager must approve the BABA equipment before it is ordered.
1. Standard Warranty: All labor and materials for one (1) year from date of substantial completion. All new fixtures shall have a five-year warranty.
2. The specification/requirements for construction and installation of the retrofits replacement systems must meet or exceed equipment and system efficiency standards established in the 2018 IECC or later versions as may be adopted by any local authority having jurisdiction over the project.
3. The proposed retrofits and any impacts on existing building systems must comply with applicable building codes such as the National Electrical Code ("NEC"), and the National Fire Protection Association (NFPA).
4. Light levels: City of Wharton must conduct pre-retrofit surveys of existing fixture light levels, wattage, and reflector distribution. Post retrofit foot-candles (FC) must meet or exceed existing FC levels and be in compliance with IES standards for the application. Installation shall comply with City's outdoor lighting ordinance(s). Proposed retrofits shall comply with dark-sky ordinance(s) as applicable.
5. During the retrofit, the function and operation of all other existing control systems (timeclock, Building Automation System (BAS), and/or photocell) shall be preserved.
6. New energy efficiency retrofits equipment shall be programmed and tested with the current operating schedules.
7. All energy efficiency retrofits equipment proposed shall be new, manufactured, rated, and certified for the use proposed by the installer. Installations or combinations of equipment proposed under this contract shall at no time violate, invalidate, or disallow any rating or certification such as Underwriter's Laboratories (UL), etc.

8. Commissioning of energy efficiency retrofits, and the associated retrofit controls/systems shall be required.
9. A licensed trade specialist licensed by the Texas Department of Licensing and Regulation must:
  - Provide individual name and license number for each trade specialist who supervised the work; and
  - Certify that energy efficiency retrofits and fixtures were installed in accordance with manufacturer's recommendations, and that the energy efficiency retrofits and fixtures meet applicable codes for the application.
10. Applicant must certify the following:
  - a. Proper installation in accordance with manufacturer's recommendations;
  - b. Provide a letter stating proper disposal of existing equipment and any hazardous material waste pursuant to Texas Administrative Code, Chapter 335; and
  - c. No conflicts of interest exist with the Applicant.

#### **C. Davis Bacon Training**

Prior to commencement of retrofit activities, the City of Wharton and its vendor, if applicable, shall attend LCPtracker contractor training sessions as set forth in Attachment Q and obtain access to LCPtracker for weekly certified payroll reporting for all contractors and subcontractors.

#### **D. Reimbursement Requests and Reporting**

1. Reimbursement Requests. City of Wharton shall submit a minimum of two reimbursement requests with required support documentation. Reimbursement requests shall be through the SECO contract portal.
  - Monthly invoices should itemize the total labor, materials, and equipment of the installation project including electrical control equipment. All installations must comply with the current codes and original manufacturers product specifications.
  - Submit with each reimbursement request, a:
    - Texas Master/ Journeyman Electrician Name and License number who supervised the work;
    - Texas Master/ Journeyman Electrician certification that the replaced LED lighting systems and control equipment was installed in accordance with current codes and manufacturer's recommendations.
    - Final inspection reports and close out warranty information, spec sheets, and ongoing maintenance procedures for all LED equipment installed.
2. Monthly Reports. The report shall include, at a minimum and as applicable, the following information: Building(s)/areas retrofitted, retrofit activities; and total square footage of retrofitted areas. Issues or concerns should also be included in the Monthly Report. Report submission shall be through the SECO contract portal each month no later than the 10<sup>th</sup> day of the following month.
3. Quarterly Reports. Due every 3 months (based on the state fiscal year) no later than the 10<sup>th</sup> day of the month following the end of the quarter. The report shall include, at a minimum a recap of the monthly report activities. Reports shall be submitted electronically as a Microsoft Word document through the SECO contract portal in addition to completing the online report.
4. Final Report. Due 30 days after the completion of the project. At project completion, provide building name, areas, and physical address and location(s) of all new replaced equipment and controls and include the completed follow up inspection reporting required by SECO. The report shall also include, at a minimum and as applicable, a summary of all monthly reporting. The report shall be submitted electronically as a Microsoft Word document through the SECO contract portal in addition to completing the online report.

**ATTACHMENT B****BUDGET**

The following Budget includes all costs for performing the Municipally Owned Building Energy Efficiency Retrofits as described in the contract. Comptroller will not prepay any amounts. All costs in this Attachment B are not-to-exceed total costs.

<b>Personnel<sup>1</sup></b>	<b>\$ 0.00</b>
<b>Subcontract</b>	<b>\$ 250,000.00</b>
<b>Equipment</b>	<b>\$ 0.00</b>
<b>Supplies and Materials</b>	<b>\$ 0.00</b>
<b>TOTAL</b>	<b>\$ 250,000.00</b>

<sup>1</sup> PROJECT MANAGER NAME, shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of City of Wharton. Any Change of Project Director shall be subject to the prior written approval of Comptroller.

## ATTACHMENT C-1

DOE F 1600.5  
(06-94)  
All Other Editions Are Obsolete

OMB Control No.  
1910-0400

**U.S. DEPARTMENT OF ENERGY**  
**Assurance of Compliance**  
**Nondiscrimination in State Assisted Programs**  
**OMB Burden Disclosure Statement**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

City of Wharton (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

#### **Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

#### **Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

#### **Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with which it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

#### **Data Collection and Access to Records**

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related

information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signature appears below and who are authorized to sign this assurance on behalf of the Applicant.

#### Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

---

#### Designated Responsible Employee

\_\_\_\_\_  
Name and Title (Printed or Typed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City of Wharton

979-532-2491

Name of Organization

Telephone Number

120 E. Caney, Wharton, Texas 77488

Address

Authorized Official:

Joseph R. Pace, City Manager

979-532-2491

\_\_\_\_\_  
Name and Title (Printed or Typed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT C-2

DOE F 1600.5  
(06-94)  
All Other Editions Are Obsolete

OMB Control No.  
1910-0400

**U.S. DEPARTMENT OF ENERGY**  
**Assurance of Compliance**  
**Nondiscrimination in State Assisted Programs**

**OMB Burden Disclosure Statement**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

(Enter name of Recipient's Subcontractor) \_\_\_\_\_ (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

**Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

**Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

**Subrecipient Assurance**

The Applicant shall require any individual, organization, or other entity with which it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**Data Collection and Access to Records**

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color,

national origin, sex, age and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

#### Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

---

#### Designated Responsible Employee of Subcontractor

\_\_\_\_\_  
Name and Title (Printed or Typed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subcontractor:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Official of Subcontractor:

\_\_\_\_\_  
Name and Title (Printed or Typed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**  
**Certification Regarding Debarment, Suspension, Ineligibility,**  
**and Voluntary Exclusion-Lower Tier Covered Transactions**

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "application," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - (1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

City of Wharton  
 Organization Name

Joseph R. Pace, City Manager  
 Name and Title of Authorized Representative

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

## ATTACHMENT E

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period receding this application/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this

certification, such prospective participant shall attach an explanation to this application/proposal.

### 3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

#### **ALTERNATE 1 (SUB-RECIPIENTS OTHER THAN INDIVIDUALS)**

(1) The Sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Sub-recipient's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place

not later than five calendar days after such conviction;

- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (2) The Sub-recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:

(Street address, city, county, state, zip code)

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- ☐ Check if there are workplaces on file that are not identified here.

**ALTERNATE II (SUB-RECIPIENTS WHO ARE INDIVIDUALS)**

- (1) The Sub-recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substances in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986; OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

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**4. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT**

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

*Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earnings of which are devoted exclusively to charitable, educational, or recreational purposes.*

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As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended ["Simpson-Craig Amendment," see Section 129 of The Balanced Budget Down payment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

*As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.*

City of Wharton  
Name of Applicant

City of Wharton EECBG Retrofits  
Pre/Award Number and/or Project Name

Joseph R. Pace, City Manager  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT F

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity:  Name Address _____ Prime _____ Subawardee Tier, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable:	
8. Federal Action Number, If known:	9. Award Amount, if known:	
10.a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	10.b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI):	
11. Amount of Payment (check all that apply):  \$ _____ actual _____ Planned	12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	
13. Type of Payment (check all that apply): _____ a. retainer _____ c. commission _____ e. deferred _____ b. one-time fee _____ d. contingent fee _____ f. other; specify _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:		
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annual and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure		Authorized Representative: <u>Joseph R. Pace</u> Title: <u>City Manager</u> Signature: _____ Telephone: <u>979-532-2491</u> Date: _____

## ATTACHMENT G

**ASSURANCES – NON-CONSTRUCTION PROGRAMS**  
**OMB Approval No. 0348-0040**

*Note:* Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, Comptroller, the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93- 234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469 a-1 et seq.)
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. SAM Registration. City of Wharton and their first-tier Subrecipients must register and maintain "active registration" status in the System for Award Management (<https://sam.gov/content/home>) database at all times during which they have active SECO awards. The registration process includes obtaining a Unique Entity Identifier (UEI). While the UEI does not expire, registrations must be updated annually and remain in "active registration" status for the award duration. Recipients must ensure that all potential subrecipients do not enter into a contractual relationship with the recipient unless the subrecipient is in "active registration" status and has an UEI number in the legally prescribed manner."
19. Compliance with Davis-Bacon Act- City of Wharton must ensure bids, contracts, and subcontracts contain the applicable wage determination and the Davis-Bacon labor standards clauses found in 29 CFR § 5.5 (Code of Federal Regulations), titled Contract Provisions and Related Matters. The labor standards describe contractor responsibilities and provide remedies for noncompliance. A wage determination (WD) is a set of wages, fringe benefits, and work rules that the United States Department of Labor has ruled to be prevailing for a given labor category in a given locality. Note that if federal and state wage rates apply, contracts must contain both wage decisions/contract standards and employers must pay the higher of the two rates. At the project kick-off meeting, the City of Wharton must provide the prevailing WD information ([www.sam.gov](http://www.sam.gov)) of the project location to SECO. During the project

construction period, City of Wharton must provide certified payrolls for all labor on the site. The certified payrolls and all data shall be created using form WH-347 or equivalent. No submitted hand-written forms will be accepted.

20. Will comply with the requirements of the Buy America, Build America Act.
21. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

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Signature of Authorized Certifying Official

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City Manager

Title

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City of Wharton

Applicant Organization

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Date Submitted

## ATTACHMENT H

### Intellectual Property Provisions

#### AUTHORIZATION AND CONSENT – ALTERNATE I (48 CFR 52.227-1)

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. the entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, does not affect this authorization and consent.

#### NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (48 CFR 52.227-2)

The provisions of this clause shall be applicable only if the amount of this grant exceeds \$250.

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) This clause shall be included in all contracts and subgrants under this grant.

#### REPORTING OF ROYALTIES (48 CFR 52.227-6)

If this grant is in an amount which exceeds \$250 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Contractor agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

## RIGHTS IN TECHNICAL - GENERAL – ALTERNATE IV (48 CFR 52.227-14)

(a) Definitions. As used in this clause -

Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software - (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in -

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright -

(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor -

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except -

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may -

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall -

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting

Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)**

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

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City of Wharton  
Organization Name

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Joseph R. Pace, City Manager  
Name and Title of Authorized Representative

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Signature

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Date

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## ATTACHMENT I

### SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

City of Wharton, if subcontracting any of its performance hereunder, shall legally bind subcontractors to perform and make such Subcontractors subject to all the duties, requirements, and obligations of City of Wharton under this Agreement. City of Wharton shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its Subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

City of Wharton represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its Subcontractors under this Agreement. In no event shall any provision of this Attachment I, including, but not limited to, the requirement that City of Wharton obtain the prior approval of Comptroller on City of Wharton's proposed subcontracts, be construed as relieving City of Wharton of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by City of Wharton. City of Wharton shall, upon request, furnish Comptroller with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from Comptroller, City of Wharton shall provide any and all documentation deemed necessary by Comptroller to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the City of Wharton, I hereby certify that City of Wharton and subcontractor will comply with the above requirements.

**City of Wharton:**

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

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

**Date:** \_\_\_\_\_

## ATTACHMENT J EXECUTION OF APPLICATION

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFA or any contract resulting from it.
2. By signature hereon, Applicant represents and warrants its intent to purchase the subject items at the prices quoted in its Application.
3. By signature hereon, Applicant represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy, located on Comptroller's website at <https://comptroller.texas.gov/about/policies/ethics.php> as such Policy currently reads and as it is amended throughout the term of any resulting contract.
4. By signature hereon, Applicant represents and warrants that its prices include all costs of Applicant in providing the requested items that meet all specifications of this RFA and that its prices will remain firm for acceptance for a minimum of one hundred twenty (120) days from deadline for submission of Application.
5. By signature hereon, Applicant represents and warrants that each employee, including "replacement employees", will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFA.
6. By signature hereon, Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Comptroller under the RFA and any resulting contract, if any, and that Applicant's provision of the requested items under the RFA and any resulting contract, if any, would not reasonably create an appearance of impropriety.
7. By signature hereon, pursuant to Section 2155.003 of the Texas Government Code, Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.
8. By signature hereon, Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.
9. By signature hereon, Applicant hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, nor anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws or communicated directly or indirectly the Application made to any competitor or any other person engaged in such line of business.
10. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this RFA are current, complete, and accurate.
11. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this RFA and Application is authorized to sign such documents on behalf

of the company and to bind the company under any contract which may result from the submission of this Application.

12. By signature hereon, Applicant represents and warrants that if a Texas address is shown as the address of Applicant, Applicant qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
13. Check below if preference claimed under 34 Texas Administrative Code §20.38:
- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - ☐ Agricultural products grown in Texas
  - ☐ Agricultural products offered by a Texas bidder
  - ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
  - ☐ Texas Vegetation Native to the Region
  - ☐ USA produced supplies, materials or equipment
  - ☐ Products of persons with mental or physical disabilities
  - ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - ☐ Energy Efficient Products
  - ☐ Rubberized asphalt paving material
  - ☐ Recycled motor oil and lubricants
  - ☐ Products produced at facilities located on formerly contaminated property
  - ☐ Products and services from economically depressed or blighted areas
  - ☐ Vendors that meet or exceed air quality standards
  - ☐ Recycled or Reused Computer Equipment of Other Manufacturers
  - ☐ Foods of Higher Nutritional Value
  - ☐ Commercial production company or advertising agency located in Texas
14. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Applicant certifies that the individual or business named in the Application is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006 of the Texas Family Code must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Application. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Name: \_\_\_\_\_

SSN: \_\_\_\_\_  
 SSN: \_\_\_\_\_  
 SSN: \_\_\_\_\_

**FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

15. By signature hereon, Applicant represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exists between Applicant and an employee of any Comptroller component, and Applicant has not been an employee of any

Comptroller component within the immediate twelve (12) months prior to Applicant's Application. By signature hereon, Applicant certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas State Agency that is currently employed by Applicant below:

Name of Former Executive: \_\_\_\_\_  
 Name of State Agency: \_\_\_\_\_  
 Date of Separation from State Agency: \_\_\_\_\_  
 Position with Applicant: \_\_\_\_\_  
 Date of Employment with Applicant: \_\_\_\_\_

All such disclosures will be subject to administrative review and approval prior to Comptroller entering into any contract with Applicant. Applicant acknowledges that any contract resulting from this RFA may be terminated at any time, and payments withheld, if this information is false.

16. By signature hereon, pursuant to Section 2155.004(a) of the Texas Government Code, Applicant represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFA has received compensation for participation in the preparation of specifications for this RFA. Further, under Section 2155.005(b) of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application or any contract resulting from this RFA is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
17. By signature hereon, Applicant represents and warrants that all articles and services quoted in response to this RFA meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.
18. By signature hereon, Applicant represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
19. By signature hereon, Applicant represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA). Applicant further represents and warrants that it will comply with all applicable Texas Accessibility requirements.
20. By signature hereon, in accordance with Section 2155.4441 of the Texas Government Code, Applicant agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
21. By signature hereon, Applicant represents and warrants that Comptroller's payments to Applicant and Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code.
22. By signature hereon, Applicant represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

23. Sections 2155.006(b) and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five (5) years has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. By signature hereon, the Applicant represents and warrants, in accordance with Section 2155.006 of the Texas Government Code, that the individual or business entity named in its Application is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
24. By signature hereon, Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in Part 1 of this document within the five (5) calendar years immediately preceding the submission of Applicant's Application in response to this RFA that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to the agency's consideration of Applicant's Application. If Applicant is unable to make the preceding representation and warranty, then Applicant instead represents and warrants that it has included as a detailed attachment in its Application a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair Applicant's performance under any agreement resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to Comptroller's consideration of Applicant's Application. In addition, Applicant represents and warrants that it shall notify Comptroller in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Comptroller shall constitute breach of contract and may result in immediate termination of the Agreement.
25. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

_____ Authorized Signature	_____ Date Signed
_____ Joseph R. Pace, City Manager Printed Name and Title of Authorized Signatory	_____ 979-532-2491 Phone Number
_____ City of Wharton Applicant Name	_____ Fax Number
_____ 74-6002557 Federal Employer Identification Number	_____ jpace@cityofwharton.com E-Mail Address
_____ 120 E. Caney Physical Street Address	_____ Wharton, Texas 77488 City, State, Zip Code
_____ Mailing Address, if different	_____ City, State, Zip Code
_____ 070137716 DUNS	

## ATTACHMENT K

### NONDISCLOSURE AGREEMENT

In consideration of the Texas Comptroller of Public Accounts ("Comptroller"), considering an application/proposal from or meeting with City of Wharton ("Contractor") regarding proposed services and because of the sensitivity of certain information which may be provided to Contractor, both parties agree that all information regarding Comptroller, or gathered, produced, collected or derived from or related to these services or provided to Contractor as a result of these services ("Confidential Information") must remain confidential subject to release only upon prior written approval of Comptroller, and more specifically agree as follows:

1. The Confidential Information may be used by Contractor only to assist Contractor in connection with its engagement with Comptroller.
2. Contractor shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as contractor to Comptroller.
3. Contractor agrees to maintain the confidentiality of any and all Confidential Information related to the Agreement in the same manner that it protects the confidentiality of its own proprietary information of like kind.
4. The Confidential Information may not be copied, reproduced, disclosed or distributed without Comptroller's prior written consent.
5. All Confidential Information made available to Contractor, including copies thereof, must be returned to Comptroller upon the first to occur of: (a) termination or expiration of the Agreement or (b) request by Comptroller.
6. The foregoing must not prohibit or limit Contractor's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach by Contractor of this agreement.
7. This Nondisclosure Agreement shall become effective as of the date Confidential Information is first made available to Contractor and shall survive any contract resulting from the RFA and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Contractor shall entitle Comptroller to immediately terminate this Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether Comptroller elects to terminate the Agreement upon the breach hereof, Comptroller may require Contractor to pay to Comptroller the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to Comptroller in the event of a breach hereof by Contractor of this Nondisclosure Agreement. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Nondisclosure Agreement.

City of Wharton  
Contractor Name

Joseph R. Pace, City Manager  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT L****Comptroller's RFA**

Comptroller's RFA No. EECBG-IIJA1-2024, issued June 28, 2024, and Comptroller's Official Responses to Questions from Potential Applicants issued July 12, 2024 (collectively "RFA"), are incorporated by reference for all purposes into this Agreement as Attachment A of this Agreement. In the event of a conflict between Comptroller's RFA and a RFA Addendum, the RFA Addendum shall control.

## **ATTACHMENT M**

### **City of Wharton's Application**

City of Wharton's Application dated July 25, 2024, is incorporated by reference for all purposes into this Agreement as Attachment M of this Agreement.

## ATTACHMENT N- BUILD AMERICA, BUY AMERICA CERTIFICATION

Project Number: CM24103

Project Title: City of Wharton EECBG Retrofits

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Build America, Buy America (BABA) preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. Applicants must provide itemized list of products used in project to SECO prior to ordering materials to ensure BABA compliance.

### Definitions

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports; harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

- “Construction materials” includes an article, material, or supply that is or consists primarily of: non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

*Build America, Buy America Waiver Requests:*

Where applicable, Recipients may apply for, and the Department of Energy (DOE) may grant a waiver from these requirements. Waivers are granted solely at the discretion of DOE following review (<https://www.energy.gov/management/doe-buy-america-requirement-waiver-requests>). As of 6/25/2024, the only waiver opportunity available is a Nonavailability waiver.

Recipients must notify SECO of their interest in submitting a waiver prior to project commencement. Waiver requests may take up to 90 days to process.

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) that it will meet Build America, Buy America requirements in Section 70914 of the Bipartisan Infrastructure Law

P.L. 117-58, using one of the following provisions (*Proposer must select the applicable provision*):

\_\_\_\_\_The infrastructure project/product contains no steel or iron products, manufactured products or construction materials manufactured outside the United States per Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58. If there is ANY foreign steel or iron, manufactured products or construction materials in your infrastructure project/product you may not check this box.

\_\_\_\_\_The project/product has foreign steel or iron, manufactured products, or construction materials; a Build America, Buy America waiver is required. The Contracting Entity may, but is not obligated to, seek a waiver of Build America, Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Build America, Buy America requirements if a waiver of those requirements is not available or not pursued by the Contracting Entity. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Proposer: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Name of Authorized Official: Joseph R. Pace

Title: City Manager

Date: \_\_\_\_\_

## **ATTACHMENT O CERTIFICATION REGARDING DAVIS-BACON ACT**

As the duly authorized representative of the Contractor, I certify that the Contractor will comply with the applicable requirements of the Davis-Bacon Act (41 U.S.C. 3141 et seq.), including but not limited to:

- Obtain wage determination (“WD”) and monitor it through contract award.
- Ensure all bid, contract, and subcontract documents and sole source contracts contain the WD and Davis-Bacon labor standards clauses (prime contractor and sub-contractors).
- For prime contracts over \$100,000, comply with Contract Work Hours and Safety Standards Act (CWHSSA).
- Ensure no contracts are awarded to ineligible contractors.
- Ensure the Davis-Bacon poster and wage determination are posted at work site.
- Collect and submit certified payroll reports and statements of Davis-Bacon compliance for the contractor personnel and for all sub-contractors weekly.
- Designate personnel to submit certified contractor and sub-contractor payrolls via LCPTracker hosted by the United States Department of Energy (<https://prod-cdn.lcptracker.net/login/login>)
- Spot-check payroll reports/related records and update payrolls in the event that they are rejected in LCPTracker.
- Conduct and save confidential, onsite interviews using Standard Form 1445, Labor Standards Interview.
- Periodically review use of apprentices and trainees.
- Report all alleged Davis-Bacon violations within a week of the violation.
- Maintain full documentation of payrolls, certifications, interview forms, etc., for 3 years after project completion in the event the Office of Inspector General examines the project.

### **Wage Determination (WD)**

Prior to issuing a request for bids or proposals, the Contractor must obtain the WD for the project area by accessing Wage Determinations at [SAM.gov/content/wage-determinations](https://sam.gov/content/wage-determinations), then Public Building or Works or Service Contracts option, the state and county where the work will be performed, and the DBA construction type. Make sure the checked Status box is active. The Contractor must include the generated WD document in all bid specifications and resulting contracts. If you are unsure about the funding source, a project can be bid with alternates—one including federal wage rates and one without. (Note: SAM.gov replaced WDOL.gov)

### **DBA construction types**

The construction types are building, residential, highway, and heavy. The “building” type is for sheltered enclosures, especially with windows, doors, and roofs, that will be occupied at times. Municipalities, county governments, public higher education institutions, and school districts should ask their consulting engineer what type to use if they are unsure. A contract can contain more than one construction type. If over 80% of the project cost falls into one construction type, the municipalities, county governments, public higher education institutions, and school districts can use that type for the WD; this may be a benefit or a detriment depending on the project. Contact your Construction Management Team (CMT) with questions.

### **Monitor the WD**

Once the bids have been opened, the wage determination is valid for 90 days. During the bid advertisement period, municipalities, county governments, public higher education institutions, and school districts or their consulting engineers must monitor SAM.gov to ensure DOL has not changed the WD. If the WD changes more than 10 days before bid opening, the bid specifications must be amended with the new WD. If contract award is more than 90 days after bid opening, the WD must be updated. The Davis-Bacon wage

determination included in the contract at the time of contract award stays in effect for the duration of the project.

### **Request additional classifications**

If the WD is missing a wage rate needed for a specific work/job classification, construction type, and/or project location, contact your CMT for guidance on requesting a conformance using the Request for Authorization of Additional Classification and Rate Standard Form 1444. The municipalities, county governments, public higher education institutions, and school districts should incorporate the final conformance rate into the bid specifications and construction contracts, and copies of the conformance letter should be kept on file.

### **Ineligible Contractors**

Municipalities, county governments, public higher education institutions, and school districts cannot knowingly award a construction project to a contractor who has been debarred or suspended by the Federal government. During the bid evaluation period, municipalities, county governments, public higher education institutions, and school districts must look up all bidders at SAM.gov/content/exclusions to determine if they are ineligible contractors. Municipalities should make a note of verification in the contract file. Contractors are responsible for verifying the eligibility of sub-contractors. (Note: SAM.gov replaced Excluded Parties List System (EPLS))

### **Payroll Reports**

Municipalities, county governments, public higher education institutions, and school districts must collect certified payroll reports and compliance statements from the prime contractor and sub-contractors weekly, in a timely manner, for every week of contract work and keep them on file for at least three years after project completion. Contractors are responsible for setting up accounts for sub-contractors in LCPTracker and for preparing and submitting payroll reports for its own employees and all sub-contractor employees in LCPTracker. Contractors must attend virtual LCPTracker training sessions offered by DOE set forth in Attachment R. Per 29 CFR 5.5(a)(3)(ii), payroll reports do **not** include full social security numbers and home addresses. A weekly payroll statement must provide the following information:

- Name of contractor or sub-contractor (indicate which)
- Project and location
- Project or contract number
- Name of employee
- Employee identification number (e.g., last four digits of social security number – Do not use full SSN)
- Work/Job classification
- Hourly rate of pay (straight and overtime)
- Daily and weekly number of hours worked
- Deductions made
- Actual wages paid

Along with each payroll report, the contractor (or payment supervisor) must submit to the Contractor a signed statement of Davis-Bacon compliance, such as the one on the back of Payroll Form WH-347.

### **Review Payroll Reports**

To verify that contractors and sub-contractors are paying appropriate wage rates and fringe benefits, municipalities, county governments, public higher education, and school districts must spot-check a representative sample of weekly payroll reports for accuracy at least twice for each contractor and sub-

contractor during the project—a minimum of once within 2 weeks of initial payroll and once within 2 weeks of final payroll.

Note: The check boxes on page 1 of the Request for Disbursement Form 8700-215 replaced the DBRA Payroll Certification page. The check boxes serve the purpose of assurance from the Contractor to CMT certifying that Davis-Bacon has been satisfied for each week employees are paid.

### **Interview Employees**

Municipalities, county governments, public higher education, and school districts should periodically conduct and retain confidential, onsite interviews with a sampling of the contractor and sub-contractors' employees to determine whether laborers, mechanics, apprentices, and trainees are being paid in accordance with Davis-Bacon requirements—a minimum of once within 2 weeks of initial payroll and once within 2 weeks of final payroll is suggested. The Labor Standards Interview Standard Form 1445 must be completed with every interview and kept on file for at least three years after project completion.

### **Verify Apprentice and Trainee Registrations**

While municipalities, county governments, public higher education institutions, and school districts (or their designated representatives) are onsite conducting Davis-Bacon interviews, they should take the opportunity to review the apprentice and trainee registrations and certifications that the contractor should be able to easily provide upon request. Municipalities, county governments, public higher education institutions, and school districts can use the relevant documents to confirm that the number of apprentices does not exceed the ratio to journeymen allowed by the apprenticeship program plan.

### **Report Violations**

Additional interviews may be completed at the Municipalities, county governments, public higher education institutions, and school districts discretion and are required in the case of questionable payroll reports or employee complaints. Report alleged violations to the EPA Davis-Bacon Coordinator listed in the assistance agreement and to the DOL WHD District Office.

Violations include:

- Misclassification of laborers and mechanics.
- Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours).
- Inadequate recordkeeping, such as not counting all hours worked by an individual in two or more classifications during a day.
- Failure to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices.
- Failure to submit certified weekly payrolls.
- Failure to post the Davis-Bacon poster and applicable wage determination.

### **Final Closeout**

When the construction activities have reached 95% disbursement of the project amount, CMT will send a final closeout letter to the municipality, county governments, public higher education, or school district, including a Wage Rate Compliance Certification. The municipality, county governments, public higher education, or school district must prepare the certification on letterhead and submit it to SECO prior to receiving the final fund disbursement.

## APPLICABILITY OF DAVIS BACON

### Site of work

Davis-Bacon applies only to laborers and mechanics employed “directly upon the site of the work.” The site of work is the physical place or places where the construction is called for in the contract or will remain after work has been completed, and any other site where a significant portion of the building or work is construction, provided that such site is established specifically for the contract. It may also include job headquarters, tool yards, batch plants, borrow pits, etc., provided the properties are located adjacent or virtually adjacent to the “site of work” and dedicated exclusively or nearly so to the performance of the contract or project.

### Laborers and mechanics

Laborers and mechanics are employees who work with their hands, have manual or physical duties, or are in specific trades. They include carpenters, plumbers, sheet metal workers, etc., including apprentices and trainees. **The DOL focuses on the actual work being performed by the person, not necessarily the title.** As a general rule, an employee who spends the majority of time in a supervisory position onsite and who spends less than 20% of the work week engaged in skilled labor, is exempt from Davis-Bacon requirements for the percentage of time spent in that skilled time. Clerical staff (timekeepers), professionals (architects, engineers, inspectors), and certain utility installers are also exempt.

### Force account employees

Davis-Bacon does not apply to “force account” work in which the Contractor performs the construction in-house with its own “force account” employees rather than contracting out the construction work. Furthermore, the DOL does not consider a state or local government to be a contractor, even if it enters into a contract to perform construction work (see 29 CFR 5.2(h)).

### Business owners

Davis-Bacon requirements do **not** apply to the owner of a construction company. However, to be exempt, the owner must be a “business owner” as defined under 29 CFR § 541.101 and be actively engaged in the management of their business. Davis-Bacon would **apply** if the owner were not engaged in management but predominantly performs manual or physical duties of construction work.

Truck drivers Davis-Bacon does **not** apply to truck drivers employed by the contractor who come on the job site to deliver construction materials because they are not employed “directly upon the site of the work.” Davis-Bacon **does** apply to truck drivers employed by the contractor to move materials on the site of work or from a property located adjacent or virtually adjacent to it. Davis-Bacon does **not** apply to truck drivers employed by the contractor to move materials at any location that existed prior to bid opening (e.g., contractor’s headquarters).

City of Wharton \_\_\_\_\_

Contractor Name

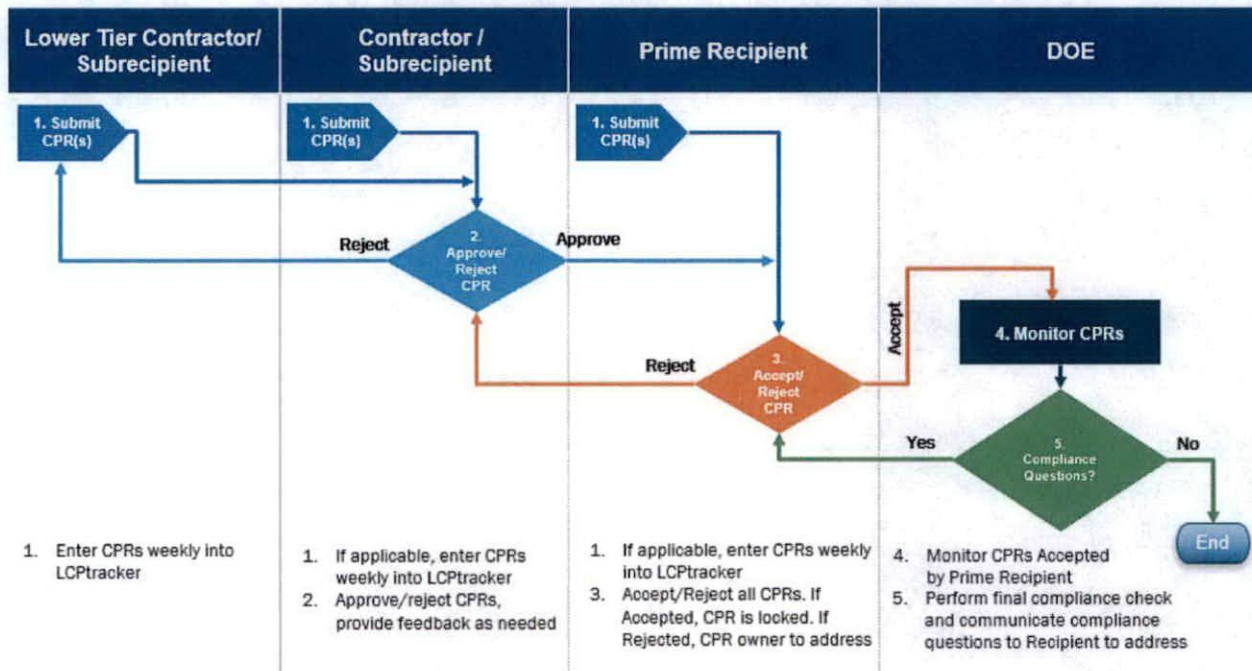
Joseph R. Pace, City Manager \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT P LCPTRACKER FLOW CHART



## ATTACHMENT Q

### LCPTRACKER TRAINING SCHEDULE

	Administrator (1 hour each)	Prime Approver (Prime Contractor) (1.5 hours)	Contractor (Prime & Lower Tier) (1 hour each)
<b>LCPtracker Pro Live</b> <ul style="list-style-type: none"> <li>Payroll Entry</li> <li>1<sup>st</sup> &amp; 3<sup>rd</sup> Wed of the month at 1 pm ET</li> </ul>		X	X
<b>LCPtracker Pro Live</b> <ul style="list-style-type: none"> <li>Overview</li> <li>1<sup>st</sup> &amp; 3<sup>rd</sup> Tue of the month at 1 pm ET</li> </ul>	X		
<b>LCPtracker Pro Live</b> <ul style="list-style-type: none"> <li>Settings</li> <li>Thur after 1<sup>st</sup> &amp; 3<sup>rd</sup> Tue at 1 pm ET</li> </ul>	X		
<b>LCPtracker Pro Live</b> <ul style="list-style-type: none"> <li>Setup, eDocs, Reports</li> <li>2<sup>nd</sup> &amp; 4<sup>th</sup> Tue of the month at 1 pm ET</li> </ul>	X		
<b>LCPtracker Pro Live</b> <ul style="list-style-type: none"> <li>Hands-On User Setup</li> <li>Thur after 2<sup>nd</sup> &amp; 4<sup>th</sup> Tue at 1 pm ET</li> </ul>	X		
<b>Daily Reporter</b> <ul style="list-style-type: none"> <li>Daily Logs</li> <li>2<sup>nd</sup> &amp; 4<sup>th</sup> Wed of the month</li> </ul>	X		X
<b>As-Needed LCPtracker Pro Live Training Sessions</b>			X

## PART V APPLICATION

### EECBG Municipally Owned Building Energy Efficiency Retrofits Application RFA No. EECBG-IIJA1-2024

#### SECTION 1: GENERAL INFORMATION

##### 1.A APPLICANT'S INFORMATION

- Name of Applicant: City of Wharton
- Mailing Address: 120 E Caney
- City / State / Zip Code: Wharton, TX 77488
- Federal Employer Identification Number ("FEIN" or "EIN"): 74-6002557
- Texas Tax Identification/Registration Number, if any: 1-746002557-4
- DUNS Number: 070137716
- Proposer Date: 07/25/2024
- Total Amount Requested: \$ 250,000

##### 1.B SIGNING AUTHORITY

- Name: Joseph R. Pace
- Title: City Manager
- Telephone: 979-532-2491
- Email Address: jpace@cityofwharton.com

##### 1.C PRIMARY CONTACT

- Name: Joseph R. Pace
- Title: City Manager
- Telephone: 979-532-2491
- Email Address: jpace@cityofwharton.com

##### 1.D SECONDARY CONTACT

- Name: Joan Andel
- Title: Finance Director
- Telephone: 979-532-2491
- Email Address: jandel@cityofwharton.com

##### 1.E ADMINISTRATIVE CONTACT FOR ACCOUNTING

- Name: Joan Andel
- Title: Finance Director
- Telephone: 979-532-2491
- Email Address: jandel@cityofwharton.com

**1.F SIGNATURE AUTHORITY****Signature and Certification by Authorized Signatory of Applicant**

By signature hereon, Applicant represents and warrants that:

- (1) The undersigned signatory has full authority to submit this application and to enter into any contract resulting from this RFA on behalf of Applicant;
- (2) Applicant has reviewed the RFA and the Sample Contract Agreement and will comply with all the terms and conditions set forth in the RFA and the Sample Contract Agreement if awarded a contract under this RFA; and
- (3) The contents of this Application are true and correct to the best of Applicant's knowledge.

Signature	Title
	City Manager
Printed Name	Date
Joseph Pace	7/25/24

**SECTION 2: PROJECT DESCRIPTION**
**2.A DESCRIPTION OF EXISTING ENERGY EFFICIENCY RETROFITS TO BE REPLACE  
WITH NEW ENERGY EFFICIENCY RETROFITS EQUIPMENT.**

In this section, provide a detailed narrative description of the existing energy efficiency retrofits to be replaced with new energy efficiency retrofits, the functional area(s) (i.e. parking lot, waiting room, hallways, etc.) where the retrofits will be replaced, and include how the existing retrofits are controlled/turned on and off (ex: on/off wall switch, mechanical/electronic timeclock or controlled through the building energy management system). The narrative should also describe the quantity of retrofits in each functional area where retrofits will be replaced. (Attach additional sheet, if necessary).

The Wharton Civic Center is an approximately 80,000-square-foot building that serves multiple community resources and programs. Such programs include but are not limited to in times of a disaster participating as a Disaster Recovery Center through FEMA to assist citizens with applications for assistance as well as assistance with the appeal process, housing of National Guard and any other federal agency that needs places to stay during an event, functions as a distribution center for food and supplies to the general public provided by volunteer agencies (i.e. Salvation Army or American Red Cross).

The building also houses the City's Emergency Medical Services Department which provides service to the east side of Wharton County. The facility is a training center for the Emergency Management Office, Emergency Medical Services Department, and Police Department for programs available to the general public.

Public meetings are held in the facility for informational purposes regarding City/Countywide projects (i.e. United States Army Corps of Engineers Levee project and City Comprehensive Plan) to obtain public involvement.

This building is also a Wharton County Jury Selection site for cases involving many potential jurors since it is the only building large enough in the city.

There are twelve (12) DX rooftop and split system AC units that serve the space. RTUs (4) are gas heat and split systems (8) are resistive electric heat. Replacement of the six (6) units (5 splits + 1 RTU) over 10 years old are part of this application.

All HVAC units are currently controlled with non-programmable thermostats. All 12 thermostats would be replaced with a networked smart thermostat to allow better control of schedules and setpoints throughout.

The building does not have extensive glazing, but there are 14 windows that are all single pane aluminum frame. These are in poor condition and have condensation issues. In addition, weatherstripping of the doors to reduce infiltration will also be completed.

The site was converted to LED lighting in 2016 and lighting is not part of this application.

## 2.B TABLE OF EXISTING ENERGY EFFICIENCY RETROFITS AND PROPOSED RETROFIT PLAN

Complete the table below for the retrofits to be replaced by providing the building name & function type, existing retrofit type, proposed energy efficiency retrofit fixture, and new measures.

A.	B.	C.	D.	E.	F.
Line Item	Building Name (ex: [Successful Applicant] Community Center)	Function Area(s) (ex: Bleachers, Field Parking lot)	Existing Measures	Proposed Retrofits	New Measures (Existing areas with new retrofits)
1	Civic Center	All	Non-Programmable Thermostats	Web based Smart Thermostats (EcoBEE or similar)	
2	Civic Center	Kitchen	5-Ton DX Split w/ Electric Heat (1990's)	5-Ton Heat Pump w/ new AHU	
3	Civic Center	Foyer	5-Ton DX Split w/ Electric Heat (2008)	5-Ton Heat Pump w/ new AHU	
4	Civic Center	O'Quinn Room	5-Ton DX Split w/ Electric Heat (1991)	5-Ton Heat Pump w/ new AHU	
5	Civic Center	Emergency Management	10-ton RTU w/ Gas (2011)	10-ton High Efficiency RTU	
6	Civic Center	Admin Office	7.5-Ton DX Split w/ Electric Heat (2005)	7.5-Ton Heat Pump w/ new AHU	
7	Civic Center	Conference Room	3.5-Ton DX Split w/ Electric Heat (2012 Condenser/2003 AHU)	3.5-Ton Heat Pump w/ new AHU	
8	Windows	All	14 single pane, aluminum windows	14 Double pane, thermally broken windows	
9	Weatherstripping	All	Approximately 6 doors	Weatherstrip existing doors	

## 2.C PROPOSED ENERGY EFFICIENCY RETROFITS PLAN AND PROPOSED RETROFITS EQUIPMENT

In this section, provide a description of the energy efficiency retrofits plan to convert existing measures areas with new retrofits. Include building area description, existing retrofits and proposed controls type equipment, describe coordination with building staff and/or contractor assigned, permits and inspection process for energy efficiency retrofits installations, Complete Table 2B. Attach additional sheets, if necessary.

### Building Area Description/Existing Retrofits/Proposed Control System -- Civic Center

The Wharton Civic Center was built in 1976 and is located at 1924 N Fulton St, Wharton, TX. This 80,000 Square Feet facility was originally built as a hospital and later converted to a municipal facility for community use.

The facility serves as an emergency operations center for disasters, housing FEMA and other agencies as needed. Such programs include but are not limited to in times of a disaster participating as a Disaster Recovery Center through FEMA to assist citizens with applications for assistance as well as assistance with the appeal process, housing of National Guard and any other federal agency that needs places to stay during an event, functions as a distribution center for food and supplies to the general public provided by volunteer agencies (i.e. Salvation Army or American Red Cross).

The facility was originally served by a central utility plant, but was converted to DX cooling in the early-90's. There are a total of 12 units, 6 of which are over 10 years old and in need of replacement. The inventory of units requiring replacements is below:

HVAC	Area Served	Size (tons)	Refrigerant	Heat Source	Type	Year Installed
Unit 1	Kitchen	5	R22	Electric	Split	1990's
Unit 2	Foyer	5	R22	Electric	Split	2008
Unit 3	O'Quinn Room	5	R22	Electric	Split	1991
Unit 4	Emergency Management	10	410A	Gas	Rooftop	2011
Unit 5	Admin Office	7.5	R22	Electric	Split	2005
Unit 6	Conference Room	3.5	410A	Electric	Split	2012

The building does not have extensive windows, but those that exist appear to be original to the building. These single pane aluminum windows are in poor condition and many are showing signs of condensation and moisture damage. The 14 windows to be replace are shown below:

Windows	Width (in)	Height (in)	Quantity
Set 1	82	58	5
Set 2	48	32	2
Set 3	69	33	3
Set 4	72	60	2
Set 5	48	27	2

### Contracting Process & Coordination With Staff

In July 2024, the City Staff toured the Civic Center with Holistic Utility Solutions, an Energy Services Company based in Dallas-Ft Worth.

The City intends to contract with Holistic Utility Solutions as the prime contractor. Holistic will contract with the City's local mechanical subcontractor, Roberson Air Conditioning (TACLA44413C), to complete installation. Roberson will pull Mechanical Permits through the City and be paid prevailing wage rates per Davis-Bacon. Holistic staff and subcontractors will oversee the commissioning of the system as well.

## 2.D DESCRIBE THE EXISTING PROCESS FOR IMPLEMENTING THE PROPOSED RETROFITS

City of Wharton has implemented several energy retrofits throughout other areas of the City since 2016. These included VFDs at the wastewater plant and LED lighting throughout facilities. HVAC, controls, and windows/weatherization was not a focus of prior initiatives and is the primary opportunity for this RFA. HVAC replacements have taken place on an as-needed basis, leading to several units of 20+ years old remaining in service with R22 refrigerant.

With assistance from Holistic Utility Solutions, the City of Wharton identified and evaluated the Civic Center as the primary opportunity for reduced energy spend through replacement of aging HVAC units, programmable thermostats throughout, and replacement of single pane aluminum windows.

If this grant is approved, the City of Wharton intends to implement through Holistic Utility Solutions as a turnkey contract with local licensed firms providing installation services.

## 2.E WHAT BENEFITS WILL THESE RETROFITS PROVIDE TO THE MUNICIPALLY OWNED BUILDING? (ATTACH ADDITIONAL SHEET, IF NECESSARY.)

### Lower energy costs

- Replacement of the 6 aging HVAC units and programmable thermostats on of all units is expected to reduce energy costs 5-10% at the Civic Center. This will result in ongoing operational savings that will be repurposed to serving our community.

### Lower maintenance costs

- Through reduced runtime, mechanical equipment is expected to last longer and require replacement less often. This will further increase savings in the Budget.
- New windows will mitigate issues with moisture damage from condensation.

### Improved Comfort

- The ability to better manage temperatures and schedules through a centralized smart thermostat system will improve comfort for building occupants.

### Increased sustainability

- City of Wharton has undertaken several programs to reduce greenhouse gas emissions and improve sustainability within their facilities. Example of this include LED lighting and VFDs at the Wastewater Treatment Plant. Investment into the Civic Center is part of a long-term goal to improve the sustainability throughout the facility portfolio and general operations.

**2.F IS THIS YOUR ORGANIZATION'S FIRST TIME RESPONDING TO AN RFA ISSUED BY SECO?**

**X No**

**Project Experience**

Is this the first time you are considering the energy efficiency retrofits for your facilities?

**X No**

**SECTION 3: EVALUATION FORM AND SCORING SHEET**

	<b>Total Possible Points</b>	<b>Score Assigned by Applicant</b>
<b>3.3 Is your Municipally Owned Building located in or share a boundary with an area designated as a "Disadvantaged Community" (DAC) in accordance with the Climate and Economic Justice Screening Tool of the Department of Energy (CEJST Map). Attach screenshot to application.</b>  ➤ Yes, located in DAC- score 50 points ➤ Share a boundary with a DAC- score 25 points ➤ Not located in or does not share a border with a DAC- score 10 points	50	50
<b>3.4 How old is your activity center, recreational facility, pavilion, park, library or facility serving as an emergency shelter during disasters?</b>  ➤ Older than 20 years, score 25 points ➤ 10 – 20 years, score 15 points ➤ Less than 10 years, score 5 points  Insert the age of the building here: 1976	25	25
<b>3.5 What is the total population by place of the municipality where the building is located?</b>  ➤ Fewer than 10,000 residents, score 25 points ➤ 10,000 – 50,000 residents, score 20 points ➤ More than 50,000 residents, score 10 points  Population Estimates by Texas State Demographer – use 2022 "Total Population By Place" reference website: <a href="https://demographics.texas.gov/Estimates/2022/">https://demographics.texas.gov/Estimates/2022/</a> .  Insert the population number here: 8,803	25	25
<b>Maximum Base Score</b>	<b>100</b>	
<b>Total Score Assigned By Applicant</b>	<b>100</b>	<b>100</b>

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR THE MUNICIPALLY OWNED BUILDING ENERGY EFFICIENCY RETROFITS PROGRAM WITH THE STATE ENERGY CONSERVATION OFFICE (SECO) AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** On August 28, 2024, the City of Wharton received notification that the application for new energy efficiency retrofit equipment at the Wharton Civic Center from the State Energy Conservation Office had been selected to receive funding in the amount of \$250,000; and,

**WHEREAS,** The Wharton City Council wishes to accept the Interlocal Agreement in the amount of \$250,000.

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

**Section I.** That the Wharton City Council hereby approves the Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofit Program with the State Energy Conservation Office and authorizes the City Manager of the City of Wharton to execute on behalf of the City of Wharton, all documents related to said agreement.

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

**Passed, Approved, and Adopted** this 28th day of October 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the replacement of the roof and gutters at the Public Works Department from Monument Roofing Systems through the TIPS Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
<p>On September 17, 2024, the City Staff requested proposals from three roofing vendors for the Public Works Department Roof. One proposal was received from Monument Roofing Systems in the amount of \$57,000.00 with an option to remove and replace approximately 300 feet of gutter and downspouts for an additional \$13,000.00. Attached is the complete proposal for your review. Monument Roofing Systems is a vendor in the TIPS Cooperative Program of which the City of Wharton is a member.</p> <p>It is the recommendation of the City Staff to accept the proposal from Monument Roofing Systems and to also approve the option of including the gutter and downspouts. The total cost of the project is \$70,000.00. The money to pay for the project will be funded through the FEMA Alternate River Project.</p> <p>City Attorney Paul Webb has reviewed the proposal.</p> <p>The Finance Committee will meet on Monday, October 28, 2024, and will formulate a recommendation for City Council consideration.</p> <p>Finance Director Joan Andel will be present for any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



## City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

### MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: October 23, 2024

Re: Public Works Department Roof Project

On September 17, 2024, the City Staff requested proposals from three roofing vendors for the Public Works Department Roof. One proposal was received from Monument Roofing Systems in the amount of \$57,0000.00 with an option to remove and replace approximately 300 feet of gutter and downspouts for an additional \$13,000.00. Attached is the complete proposal for your review. Monument Roofing Systems is a vendor in the TIPS Cooperative Program of which the City of Wharton is a member.

It is the recommendation of the City Staff to accept the proposal from Monument Roofing Systems and to also approve the option of including the gutter and downspouts. Total cost of the project is \$70,000.00. The money to pay for the project will be funded through the FEMA Alternate River Project.

Please include this item in the Finance Committee meeting on October 28, 2024 for consideration so that a recommendation can be made and submitted to the City Council for approval on the same date. City Attorney Paul Webb has reviewed the proposal.

Please contact me for any questions.

Thank you.



ROOFING SYSTEMS

*"The Leader in **Green** Commercial Roofing Technology"*

Duro-Last® Roof Systems – TPO Roofing Systems – High Performance Rubber and Silicone Roof Coatings --Thermal Imaging  
Commercial · Industrial

**Proposal/Contract Agreement**  
**MCI #0924-5428**



**TIPS # 24060402**

October 23, 2024

City of Wharton  
120 East Caney Street  
Wharton, Texas 77488

**Attn:** Joan Andel

**Subject:** Install DURO-LAST® Roofing City of Wharton Public Works @ 1005 TX-60, Wharton, TX

**System Type:** DURO-LAST mechanically fastened, single ply, PVC membrane roofing system.

**Proposal:**

Monument Constructors, Inc. ("MCI" or "seller") hereby propose to furnish to City of Wharton ("buyer" or "customer") the necessary labor, material, equipment, insurance and supervision to install approximately 7,250 sq. ft. of a DURO-LAST roof system, with a twenty (20) year **NDL** warranty against defects in materials and workmanship, on the project referenced. This proposal is based on utilizing the following materials and qualifications:

**Proposal Includes:**

1. Install EPS Flute Filler
2. Install 1" ISO insulation.
3. Install DURO-LAST Duro-Tuff 50 mil white membrane.
4. Install 4 ea. 3'X5' curb mounted skylights.
5. Install PVC coated metal trim.
6. Install DURO-LAST prefabricated accessories as required to complete the system.
7. Commercial Roofing General Liability and Worker's Compensation Insurance.
8. Required Safety Equipment.
9. Clean-up and Disposal of Construction Related Equipment and Debris.

**Proposal Does Not Include:**

1. Repairs to any unknown or unseen structural, mechanical, electrical, or water intrusion damage or deficiencies.
2. Removal or relocation of electrical conduit, communications cables, plumbing, fencing, etc.
3. Calibration of any electronic equipment including, but not limited to: satellite dishes, communications equipment, analyzers, detectors, safety and fire detection and prevention equipment, etc.

**Qualifications/Clarifications:**

1. The proposal is based on overlaying the existing metal roof.
2. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will be performed by a subcontractor of owner's choice at owner's expense.
3. If any deteriorated or damaged decking, parapet, fascia, vents, conduit, gutters, drains, etc. are encountered other than what is listed in the scope of work above; during roofing installation, MCI will notify owner or owner's representative of the situation. Upon approval by owner or owner's representative, repairs can be made by MCI with cost of repairs based on time and material or by others at the owner's discretion. ***(Repairs are at owner's expense and will be billed accordingly.)***
4. MCI is not responsible for existing building conditions such as, but not limited to mold, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to existing building interior, (walls, ceiling, floors, etc.).
5. **Owner to verify with insurance carrier or the TDI (Texas Dept. of Insurance) prior to roofing, if a TDI windstorm certification is required. MCI will pay cost related to TDI inspection only. Owner hereby agrees to pay balance of contract at completion of project and verification of inspection by engineer is made. This verification will be provided by MCI in the form of a WPI-1 form submitted by engineer to TDI. After inspection is made the owner will be responsible for obtaining a copy of the WPI-8 windstorm certificate from Texas Department of Insurance.**
6. The proposal is based on current limits for MCI liability and worker's compensation insurance. A certificate of coverage will be furnished to The City of Wharton and The City of Wharton will be listed as additional insured and supply a copy. All invoices are due upon receipt. Payment is to be made to Monument Constructors, Inc., P.O. Box 22497, Beaumont, TX. 77720-2497
7. If buyer fails to fulfill the terms of payment, all past due invoices shall bear interest at the maximum legal rate allowed by law. Buyer agrees to reimburse seller for all costs incurred including but not limited to attorneys' fees and expenses, for the collection of any past due invoices.
8. **Sheet Metal Trim & Gutters** – Owner to select color of metal trim from "Standard" colors on Berridge Metals color chart. All choices made from outside of "Standard" colors or Berridge Metals are subject to a cost change that could result in additional costs to customer/ owner in the form of a Change Order.

**Special Conditions:**

Customer to supply utility connections as needed for project, relocation of vehicles during construction and staging area for equipment and storage containers

**Start Up Time:**

Work to begin within 45 days after a written purchase order signed by the buyer or buyer's representative, is received by MCI and the work will take 10 fair weather workdays once work begins. The buyer's purchase order constitutes acceptance of all conditions of this proposal except as approved in writing by the buyer and MCI.

**Payment Options:**

1. **Standard Payment Terms:** Bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion of project and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

2. **Master Card or Visa Card Payment Terms:** 50% due upon signing of contract with bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. (based on credit card approval with service fee to be added to contract amount) Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

**Proposed Amount:**                \$57,000.00

**Option 1:** Remove and replace approx. 300' of gutter and downspouts        \$13,000.00

**NO SALES TAX INCLUDED**

**Proposal amount honored for next 30 days.**



**Intellectual Property:**

Buyer agrees that this document is the property of Monument Constructors Inc. (MCI) and is intended for the sole and private use of the buyer and/or buyer's representatives to which it is addressed. It is not to be copied, or distributed outside the buyer's organization without the express written consent of MCI unless and until it is approved in writing by the buyer's legal representative and MCI. This proposal may not be used to establish a scope of work, specification, plan, or any other such document by which other developers, builders, contractors, construction companies, etc., may submit a comparative bid, quote, proposal, or similar document. If the buyer and/or buyer's representatives to which this document is addressed use this document to establish a specification or solicit comparative bids for the scope of work or any portion thereof as described herein, the buyer agrees to pay MCI a consulting fee equivalent to 15 percent of the "Total Proposal Amount" listed above. This fee is in addition to any other payments due MCI for any other products or services which MCI provides to the buyer under this agreement or any other past or future agreement between the buyer and MCI.

**Acceptance of Proposal/Contract Agreement MCI #0924-5428:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Monument Constructors, Inc.

***Monument Constructors, Inc. P. O. Box 22497. Beaumont, Texas 77720***

*office: 409.860.9343 fax: 409.860-9248 toll-free: 800.580.9343*

**[www.monumentgreenroof.com](http://www.monumentgreenroof.com)**

Revised 07/09/21

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE REPLACEMENT OF THE ROOF AND GUTTERS AT THE PUBLIC WORKS DEPARTMENT FROM MONUMENT ROOFING SYSTEMS THROUGH THE TIPS COOPERATIVE PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** A proposal was received for the replacement of the roof and gutters at the Public Works Department; and,

**WHEREAS,** Monument Roofing Systems submitted a proposal in the amount of \$70,000.00; and,

**WHEREAS,** The City of Wharton is a member of and participates in the TIPS Cooperative Purchasing Program; and,

**WHEREAS,** The Wharton City Council wishes to approve Monument Roofing Systems for the replacement of the roof and gutters at the Public Works Department; and,

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

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

**SECTION I.** The Wharton City Council hereby authorizes the City Manager to accept the proposal from Monument Roofing Systems for the roof and gutter replacement at the Public Works Department through the TIPS Cooperative Purchasing Program in the amount of \$70,000.00.

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

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

**PASSED AND APPROVED** this 28th day of October 2024.

**CITY OF WHARTON**


\_\_\_\_\_  
**TIM BARKER**  
Mayor

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the City Manager to Docu-Sign the Texas Department of Transportation Airport Project Participation Agreement for design services to rehabilitate Runway 14/32 and Taxiway A, B, C, and D at the Wharton Regional Airport.
<p>On June 10, 2024, the City Council approved Resolution 2024-55 authorizing the Mayor to submit a Letter of Intent for the City of Wharton’s Participation in the Texas Department of Transportation Aviation Division Capital Improvement Program for funding cost for design and rehabilitation of the Runway, Parallel Alpha, and Connector Taxiways to include construction phase services.</p> <p>The City Staff received an Airport Project Participation Agreement from the Texas Department of Transportation requesting the City Manager to Docu-Sign the agreement which states the amount estimated from the City is \$17,500.00 which is ten (10) percent of the total projected cost of the design, \$175,000.00. The maximum obligation of the United States payable under this offer for the design services will be \$157,500.00 or ninety (90) percent of \$175,000.00. Any amount over \$175,000.00 total cost will be the City’s responsibility.</p> <p>The agreement further states during the design phase, if the estimated eligible construction project costs exceed \$2,600,000.00, the City may request the State to void the agreement. This request must be made in writing, dated, and if required by the State, the City shall reimburse the State for funds expended on the project and shall assume responsibility for any future expenses for contracted services or materials related to the project prior to the request by the City to void the agreement.</p> <p>City Attorney Paul Webb has reviewed the agreement and recommends City Council approval to allow the City Manager to Docu-Sign the agreement.</p> <p>The Finance Committee will meet on Monday, October 28, 2024, and will formulate a recommendation for City Council consideration.</p> <p>Finance Director Joan Andel will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			



## City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

### MEMORANDUM

To: Mr. Joseph R. Pace  
City Manager

From: Joan Andel

Date: October 23, 2024

Re: Wharton Regional Airport Runway Project

On June 10, 2024, the City Council approved Resolution 2024-55 authorizing the Mayor to submit a Letter of Intent for the City of Wharton's Participation in the Texas Department of Transportation Aviation Division Capital Improvement Program for funding cost for design and rehabilitation of the Runway, Parallel Alpha, and Connector Taxiways to include construction phase services.

We have received an Airport Project Participation Agreement from the Texas Department of Transportation requesting the City Manager to Docu-Sign the agreement which states the amount estimated from the City is \$17,500.00 which is ten (10) percent of the total projected cost of the design, \$175,000.00. The maximum obligation of the United States payable under this offer for the design services will be \$157,500.00 or ninety (90) percent of \$175,000.00. Any amount over \$175,000.00 total cost will be the City's responsibility.

The agreement further states during the design phase, if the estimated eligible construction project costs exceed \$2,600,000.00, the City may request the State to void the agreement. This request must be made in writing, dated, and if required by the State, the City shall reimburse the State for funds expended on the project and shall assume responsibility for any future expenses for contracted services or materials related to the project prior to the request by the City to void the agreement.

City Attorney Paul Webb has reviewed the agreement and recommends City Council approval to allow you to Docu-Sign the agreement.

I would like to place this item on the Finance Committee agenda for Monday, October 28, 2024 and if approved to submit to the City Council for final approval on the same date.

Should you have any questions, please contact me.

**TEXAS DEPARTMENT OF TRANSPORTATION**  
**AIRPORT PROJECT PARTICIPATION AGREEMENT**  
**(Federally Assisted Airport Development Grant)**

TxDOT Project No.: 2413WHRTN  
 Commission Approval: September 26, 2024  
 NPE Funds Applied: FY23  
 UEI: RCGDBKA5FW6  
 ALN: 20.106

**Part I - Identification of the Project**

**TO:** City of Wharton, Texas

**FROM:** The State of Texas, acting through the Texas Department of Transportation

**In Process**

This Agreement is made and entered into by and between the Texas Department of Transportation for and on behalf of the State of Texas (the "State") and City of Wharton, Texas (the "Sponsor").

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in 49 U.S.C. § 47101 *et seq.*, ("Title 49 U.S.C."), and the State's rules, regulations, and procedures promulgated pursuant to Title 3 of the Texas Transportation Code.

The project is described as design services to: rehabilitate Runway 14/32 and taxiway A, B, C and D at Wharton Regional Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above, pursuant to Texas Transportation Code § 22.018 and as detailed below in Part IV.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION ("FAA"), OFFERS**

**AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the project, ninety per centum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

### **Part II - Offer of Financial Assistance**

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 49 U.S.C., Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.*
2. It is estimated that design/engineering project costs will be approximately \$175,000 (Amount A). It is further estimated that approximately \$175,000 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.

The estimated project cost for the construction phase of this project is \$2,600,000 (Amount C). The construction phase will be started upon completion of design, dependent upon availability of federal funds, and approval of the Texas Transportation Commission. A separate grant will be issued for the construction phase. Any federal financial participation over this amount is not guaranteed.

If federal funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

3. The maximum obligation of the United States payable under this offer shall be \$157,500 (Amount D).

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. The State will provide federal funding to complete the approved work items of this grant, and will not amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended if necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be \$17,500 (Amount E). The Sponsor specifically agrees that, regardless of the estimated Amount E, it shall pay any project costs which exceed the sum of the federal share (Amount D). In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State on behalf of the Sponsor which are more than the federal percentage of financial participation as stated in Paragraph II-2. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor. The State will not pay interest on any funds provided by the Sponsor.

5. During design, if the estimated eligible construction project costs exceed Amount C, above, the Sponsor may request the State to void this Agreement. The State shall agree to void this Agreement upon the satisfaction of the following conditions:
  - a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and
  - b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and
  - c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.
6. Upon satisfaction of the conditions specified in Paragraph II-5 above, the State shall declare this Agreement null and void, and this Agreement shall have no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor within a reasonable time.
7. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures more than the dollar amounts identified in this Agreement and any amendments without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

8. Sponsor's share of project costs (Amount E) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
9. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify said funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount E) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

Expenditures for eligible project costs for the above project made by the State or the Sponsor prior to the award of a federal grant for the project, and prior to actual receipt of the authority to expend federal grant funds, shall be made from Sponsor funds.

10. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.
11. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the applicable federal regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

12. Environmental Standards. The State and Sponsor are required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.

13. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

14. Trafficking in Persons. In accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), the Grantee, its employees, and any subgrant recipients' employees may not:

- a. Engage in severe forms of trafficking in persons;
- b. Procure a commercial sex act; or
- c. Use forced labor in the performance of this Grant Contract and subgrant agreements.

Violation of this requirement may result in termination of this Grant Contract.

15. Employee Protection from Reprisal.

a. Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal office or employee responsible for oversight of a grant program;
    - v. A court or grand jury;
    - vi. A management office of the State or the Grantee; or
    - vii. A Federal or State regulatory enforcement agency.
  - b. **Submission of Complaint:** A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - c. **Time Limitation for Submittal of a Complaint:** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - d. **Required Actions of the Inspection General:** Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  - e. **Assumption of Rights to Civil Remedy:** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
18. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.
20. Prohibited Telecommunications and Video Surveillance Services and Equipment. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
21. Critical Infrastructure Security and Resilience. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
22. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the State.
23. Title VI of the Civil Rights Act. As a condition of a grant award, the State and Sponsor, as applicable, shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The State and Sponsor, if applicable, shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency); sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The State and Sponsor, if applicable, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

23. FAA Reauthorization Act of 2024. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### **PART III - Sponsor Responsibilities**

1. In accepting the Agreement, the Sponsor guarantees that:
- a. it will comply with Attachment A, Certification of Airport Property Interests, attached and made a part of this Agreement; and
  - b. it will comply with Attachment B, Certification of Airport Fund, attached and made a part of this Agreement; and
  - c. it will comply with Attachment F, Airport Assurances (5/2022), attached and made a part of this Agreement; and
  - d. it will comply with Attachment E, Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and
  - e. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and
  - f. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
  - g. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and

- h. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
- i. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- j. through the fence access shall be reviewed and approved by the State; and
- k. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- l. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- m. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).
- n. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph;

and

- o. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and
- p. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
- q. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq.* Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
- r. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
- s. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and
- t. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
- u. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.
3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting the claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents or employees.
4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, and the Agreement shall comprise a contract constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. Sponsor agrees to provide a suitable location for pre-bid and for pre-construction conferences, and for the submission and opening of construction bids.
6. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.
7. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
8. The Sponsor shall have on file with the State, Attachment C, Certification Regarding Drug-Free Workplace Requirements, attached and made part of this agreement.
9. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.

10. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA, in accordance with 49 U.S.C. § 44502(e); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.
11. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment D "Pavement Maintenance Management Program," attached and made part of this agreement.
12. Fencing- if Applicable, the Sponsor understand that if a fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees to maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understand that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
13. Maintenance Project Life. The State and Sponsor agree that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The State and Sponsor further agree that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
14. Buy American Executive Orders. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
15. Leaded Fuel. FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-

fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an authorized unleaded aviation gasoline replacement for 100LL meeting, either and industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

#### **Part IV- Nomination of the Agent**

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.
3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.
4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

#### **Receiving and Disbursing Agent:**

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation;
- b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.
- d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

#### **Contracting Agent:**

- e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and

negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

- f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.
- g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

**Contract Management Agent:**

- h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.
- i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

**Construction Phase:**

- j. review, approve and maintain record drawings.

**PART V - Recitals**

1. The State and the Sponsor shall obtain an audit as required by federal or state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not

intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
  - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
  - b. A date by which the corrective action must be taken;
  - c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq.* Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied

or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.
12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
13. **Termination**  
This agreement may be terminated in the following manner:
  - ◆ by mutual written agreement and consent of both parties.
  - ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein.
  - ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

### Part VI - Acceptance of the Sponsor

City of Wharton, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all the terms and conditions of the Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Wharton, Texas  
Sponsor

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Sponsor Title

In Process

**Execution by the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

**STATE OF TEXAS  
TEXAS DEPARTMENT OF  
TRANSPORTATION**

*(Signature)*

Dan Harmon

*(Typed Name)*

Director, Aviation Division

*(Title)*

*(Date)*

In Process

## · ATTACHMENT A

**CERTIFICATION OF AIRPORT PROPERTY INTERESTS**

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated August 5, 2024 and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for Wharton Regional Airport.

In Process

City of Wharton, Texas  
(Sponsor)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT B

**CERTIFICATION OF AIRPORT FUND**

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Wharton, Texas

(Sponsor)

In Process

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about-
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction: Employers of convicted employees must provide notice, including position, title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f);

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check ☐ if there are workplaces on file that are not identified here.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Title

## ATTACHMENT D.

**PAVEMENT MAINTENANCE MANAGEMENT PROGRAM**

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agree that the program will:

- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and
    - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
  2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - i. Inspection date;
  - ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed
2. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

In Process

**Attachment E****Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form**

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer, or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

Sponsor may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

☐ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No," the sponsor discloses that it does not have a written policy, which is further explained below.

☐ Yes ☐ No

3. Explanation of items marked "no":

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT F

**ASSURANCES**

**AIRPORT SPONSORS**

**5/2022**

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1,2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly

adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or

relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be

unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

#### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport

and Airport Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the

Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

**1. Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

**2. Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

**3. Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant

Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or

**IN DEPENDENCE**  
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection

zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/airports/aip/aip\\_pfc\\_checklist](https://www.faa.gov/airports/aip/aip_pfc_checklist)) for BIL projects as of [Application Date].

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:**

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and

[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

I have read and agree to follow the attached FAA Grant Assurances.

City of Wharton, Texas  
(Sponsor)

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In Process

For more information, please consult the AIP handbook.

[https://www.faa.gov/airports/aip/aip\\_handbook/](https://www.faa.gov/airports/aip/aip_handbook/)

**Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)**

Assurances that...	Include (by assurance # if applicable)...
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant.) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

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Dan.Harmon@txdot.gov

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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Texas Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

**To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> </ul>

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| <ul style="list-style-type: none"> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul> |
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**\*\*** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic **CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES** document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO DOCU-SIGN THE TEXAS DEPARTMENT OF TRANSPORTATION AIRPORT PROJECT PARTICIPATION AGREEMENT FOR DESIGN SERVICES TO REHABILITATE RUNWAY 14/32 AND TAXIWAY A, B, C, AND D AT THE WHARTON REGIONAL AIRPORT.**

**WHEREAS,** On June 10, 2024, the City Council approved Resolution 2024-55 authorizing the Mayor to submit a letter of intent for the City of Wharton's Participation in the Texas Department of Transportation Aviation Division Capital Improvement Program for funding cost for design and rehabilitation of the runway, Parallel Alpha, and Connector Taxiways to include construction phase; and,

**WHEREAS,** The City of Wharton has received from the Texas Department of Transportation an Airport Project Participation Agreement requesting the agreement for design services to rehabilitate Runway 14/32 and taxiway A, B, C, and D at the Wharton Regional Airport, to be Docu-Signed by the City Manager; and,

**WHEREAS,** Total project costs for the design phase are estimated to be \$175,000.00, and the City of Wharton would be responsible for 10% which is currently estimated to be \$17,500.00. The City of Wharton would also be responsible for any amount over the estimated cost of \$175,000.00 for the design; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager of the City of Wharton to Docu-Sign the Project Participation 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 Manager of the City of Wharton to Docu-Sign the Project Participation Agreement.

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

**Passed, Approved, and Adopted** this the 28<sup>th</sup> day of October 2024.

**CITY OF WHARTON**

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

**ATTEST:**


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**PAULA FAVORS**  
City Secretary

DRAFT

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Update of City of Wharton Grant Programs.
<p>Attached is a copy of a memorandum from Director of Planning &amp; Development Gwyn Teves providing an update on the City of Wharton Grant Programs.</p>			
City Manager: Joseph R. Pace		Date: Thursday, October 24, 2024	
Approval: 			
Mayor: Tim Barker			



## City of Wharton

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

### MEMORANDUM

**Date:** October 23, 2024  
**From:** Gwyneth Teves, Director of Planning & Development  
**To:** Honorable Mayor, City Council and City Attorney  
**Subject:** Status of City of Wharton Grant Projects Report No. 2024-10

---

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

## I. GRANT PROJECTS

### Infrastructure/Construction:

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

City staff in conjunction with GrantWorks, Inc. and KSA Engineering submitted an application of up to \$350,000 for downtown sidewalk renovations/additions. Contract execution with Texas Department of Agriculture (TDA) has been completed. Award to Staff Concrete of Victoria for Base Bid of \$335,399. Wharton EDC is assisting with \$22,899. Construction ongoing. Final walkthrough of the project is pending.

#### 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 permit from USACE was obtained and extension request submitted. Acquisition of all but 2 of the easements on the Caney portion has been completed and construction procurement is in process.

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

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

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

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

Phase 2 is under 100% final review and currently still going through Cost Control Board review for additional funding.

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

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

**4. 2024 TWDB Clean Water State Revolving Fund (CWSRF) – Mayfair/Linwood Waterline Replacement**

A history of high-water loss and frequent leaks/outages in several 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.

**5. 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 has received and completed **12 requests for information (RFI)**. Pending any further requests or approval of the submission.

**6. 2023 TxDOT Transportation Alternatives Set Aside**

Pre-application submitted for sidewalks and accessibility ramps January 27, 2023. City Staff was notified that the City is eligible to submit a detailed application was submitted June 5<sup>th</sup>, 2023. If approved this will incorporate approximately 3.5 miles of new sidewalks throughout the city. City staff notified of approval of the grant at the October 26<sup>th</sup> transportation commission meeting. Award notification and initial kick-off with TxDOT was completed in January 2024. AFA approved at City Council March 11, 2024. Staff attended an engineering pre-development meeting April 23 at TxDOT Yoakum. Surveying and engineering design of the project began August 19, 2024 and is at 30% and being reviewed by City staff.

**Housing:**

**7. 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. A Special Commissioners hearing was completed and the property awarded to the City. All 3 tenants have been relocated. The property owner is protesting the award amount and has requested a trial by Jury. Our legal team is reviewing submitted documents and is in the process of attempting to negotiate a settlement. City Attorney and staff will be attending mediation negotiations on October 28<sup>th</sup>, 2024.

**8. 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 to complete construction and allow any additional possible applicants to expend the funds. 5 applicants are approved and construction bid awarded. 3 homes under construction, 1 pending and dropped from the program.

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

### **9. 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. The annual reporting is being conducted as required and City Staff is in the process of obligating the remaining funds and will be bringing an additional amendment to Council for approval.

## **II. STUDIES:**

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

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

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

### **14. 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. Anticipated construction to be complete for the entire project fall of 2024. The construction for the intersection interchange is ongoing and the roadway is anticipated to be open by end of year.

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

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

### **16. FM 102/Richmond Rd. Intersection**

Construction is ongoing for the widening of the intersection and completion is pending electrical conflict resolution that was delayed during the hurricane recovery.

### **17. TxDOT Commercial Advertising Signs Follow-up**

Staff consulted with the Right-of-Way Outdoor Advertising Department of TxDOT and was provided the attached map of locations that require TxDOT permitting to place a commercial advertising sign. All red and blue roads and any location within 660' of one of those roads require a TxDOT permit.



## TxDOT Prohibited Highways

- Prohibited Freeway
- Prohibited Non-Freeway

## TxDOT Primary Highways and Rural Roads

- Interstate/Freeway Primary
- Non-Freeway Primary
- Rural Road

## TxDOT City Limits

## City Status

- Not Certified
- Certified




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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Update on the City of Wharton's ongoing projects.
<p>The City Manager will give the City Council an update on the City of Wharton's ongoing projects.</p>			
City Manager: Joseph R. Pace		Date: Thursday, October 24, 2024	
Approval: 			
Mayor: Tim Barker			

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees: A. Resignations. B. Appointments. C. Vacancies.
<p>Attached is the list of people serving on the various City Boards, Commissions, and Committees. There are still vacancies that also need to be filled.</p> <p><b><u>Resignations:</u></b> None.</p> <p><b><u>Appointments:</u></b> Ms. Karen Smith to the Mayor’s Committee on People with Disabilities.</p> <p><b><u>Vacancies:</u></b></p> <ul style="list-style-type: none"><li>A. Beautification Commission.</li><li>B. Building Standards Commission.</li><li>C. Mayor’s Committee on People with Disabilities.</li><li>D. Planning Commission.</li><li>E. Plumbing and Mechanical Board.</li></ul>			
City Manager: Joseph R. Pace			Date: Thursday, October 24, 2024
Approval: 			
Mayor: Tim Barker			

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

<b>WHARTON REGIONAL AIRPORT BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Eric Nelson	June 30, 2025	
Randy Rodriguez	June 30, 2025	
Bill Kingrey	June 30, 2025	
Larry David	June 30, 2026	
Jimmy Zissa	June 30, 2026	
Glenn Erdelt	June 30, 2026	
<b>BEAUTIFICATION COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Johnnie Gonzales	June 30, 2026	
Vacant	June 30, 2026	
Vacant	June 30, 2026	
Amanda Gonzales	June 30, 2025	
Adraylle Watson	June 30, 2025	
Vacant	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, 2026	
Howard Singleton	June 30, 2026	
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, 2026	
Milton Barbee	June 30, 2026	
Hector Hernandez- Fire Marshal		
<b>HOLIDAY LIGHT DECORATING CHAIRMAN</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Tim Barker	June 30, 2026	
<b>MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Johnnie Gonzales	June 30, 2026	

Vacant	June 30, 2026	
Vacant	June 30, 2026	
Kaitlyn Humberson	June 30, 2025	
Delia Gonzales	June 30, 2025	
Sheena Barbee	June 30, 2025	
Cheryl Lavergne	June 30, 2025	
Mayor Tim Barker- Ex Officio		
<b>HEALTH OFFICER</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Dr. Jeff Gubbels, MD	June 30, 2026	
<b>VETERINARIAN</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Dr. Cody Pohler, DVM	June 30, 2026	
<b>MUNICIPAL COURT JUDGE</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Jared Cullar	June 30, 2025	
<b>PLANNING COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Johnnie Gonzales	June 30, 2025	
Rob Kolacny	June 30, 2025	
Michael Quinn	June 30, 2025	
Gary Nunez	June 30, 2026	
Adraylle Watson	June 30, 2026	
Michael Wootton	June 30, 2026	
Vacant	June 30, 2026	
<b>PLUMBING AND MECHANICAL BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Vacant	June 30, 2026	
Vacant	June 30, 2025	
Vacant	June 30, 2026	
Robert Sanchez	June 30, 2025	
Vacant	June 30, 2026	
Claudia Velasquez, Building Official - ExOfficio		
Public Works Director Roderick Semien- Ex Officio		
Mayor Tim Barker - Ex Officio		
<b>WHARTON ECONOMIC DEVELOPMENT CORPORATION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Michael Wootton	September 30, 2026	
David Joost	September 30, 2026	
Freddie Pekar	September 30, 2026	
Larry Pittman (Councilmember)	September 30, 2026	
Russell Machann- (Councilmember)	September 30, 2025	
Andrew Armour	September 30, 2025	
Michael Roberson	September 30, 2025	

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

### ANNEXATION COMMITTEE

Tim Barker  
Russell Machann  
David Voulgaris

### FINANCE COMMITTEE

Russell Machann  
Larry Pittman  
Tim Barker

### HOUSING COMMITTEE

Terry Freese  
Russell Machann  
Burnell Neal

### INTERGOVERNMENTAL RELATIONS COMMITTEE

Terry Freese  
Tim Barker  
Larry Pittman

### LEGISLATIVE COMMITTEE

Tim Barker  
Larry Pittman  
Steven Schneider

### PUBLIC HEALTH COMMITTEE

Terry Freese  
Larry Pittman  
Russell Machann

### PUBLIC SAFETY COMMITTEE

Larry Pittman  
Terry Freese  
David Voulgaris

### PUBLIC WORKS COMMITTEE

Terry Freese  
David Voulgaris  
Burnell Neal

### TELECOMMUNICATIONS COMMITTEE

Burnell Neal  
Terry Freese  
David Voulgaris

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

Tim Barker  
Steven Schneider  
Larry Pittman

### ECONOMIC DEVELOPMENT COMMITTEE

Tim Barker  
Burnell Neal  
Russell Machann

### PARKS AND RECREATION COMMITTEE

Steven Schneider  
Russell Machann  
Terry Freese



# City of Wharton

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

## MEMORANDUM

**DATE:** October 21, 2024  
**FROM:** Shelby Robertson, Building Official Assistant  
**TO:** Joseph R. Pace, City Manager  
**SUBJECT:** Appointment to Vacant position


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The Mayor's Committee on People with Disabilities is suggesting that the Mayor and City Council consider appointing Executive Director Mrs. Karen Smith of Wharton Chamber of Commerce to fill the vacant position on the Mayor's Committee on People with Disabilities. Mrs. Smith has expressed an interest in joining the committee.

If you have any questions, please contact me at City Hall (979) 532-4811, Ext. 230.

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	City Council Boards, Commissions, and Committee Reports: A. Finance Committee meeting held October 14, 2024.
Attached you will find the reports from the above-mentioned Committees.			
City Manager: Joseph R. Pace		Date: Thursday, October 24, 2024	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

## MEMORANDUM

Date: October 15, 2024

From: City Council Finance Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held October 14, 2024

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At the October 14, 2024, City Council Finance Committee Meeting, the Committee met and discussed the following items:

1. Review & Consider: Minutes from the meeting held September 23, 2024.
2. Review & Consider: Resolution: A resolution of the Wharton City Council authorizing the City Manager to approve concrete repairs at the Wharton Fire Station and authorizing the City Manager to execute all documents related to said repairs. The Committee voted to recommend this item to the City Council for consideration.
3. Review & Consider: Resolution: A resolution of the Wharton City Council authorizing the purchase of a 2026 International HV607 4x2 with a 6–8-yard Dump Body Truck for the Public Works Department from Santex Truck Centers, LTD through the HGACBuy Cooperative Program and authorizing the City Manager to execute all documents related to said purchase. The Committee voted to recommend this item to the City Council for consideration.
4. Review & Consider: Resolution: A resolution of the Wharton City Council authorizing the purchase of a Netzsch Nemo Progressing Cavity Pump for the Public Works Department from Odessa Pumps & Equipment, Inc. through the Buyboard Cooperative Program and authorizing the City Manager to execute all documents related to said purchase. The Committee voted to recommend this item to the City Council for consideration.
5. Review & Consider: Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program with the State Energy Conservation Office (SECO) and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement. The Committee voted to recommend this item to the City Council for consideration.

Adjournment.

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	10/28/2024	Agenda Item:	Department Head Reports: A. City Secretary/Personnel. B. Code Enforcement. C. Community Services Department/Civic Center. D. Emergency Management. E. E. M. S. Department. F. Fire Department. G. Legal Department. H. Municipal Court. I. Police Department. J. Public Works Department. K. Water/Sewer Department. L. Weedy Lots/Sign Ordinance. M. Wharton Regional Airport.
City Manager: Joseph R. Pace		Date: Thursday, October 24, 2024	
Approval: 			
Mayor: Tim Barker			



## City of Wharton

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

### MEMORANDUM

**Date:** September 25, 2024  
**From:** Selena Rios, HR Generalist  
**To:** Joseph R. Pace, City Manager  
**Subject:** September 2024 Monthly Personnel Report

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#### **HIRED**

Estela Morales was hired as a Part-time EMT in the month of September 2024.  
Victor Salgado was hired as a Part-time EMT in the month of September 2024.  
Richard Means was hired as a Patrol Officer III in the month of September 2024.  
Jaden Compian was hired as an Equipment Operator in the month of September 2024.

#### **PROMOTION**

There were no promotions in the month of September 2024.

#### **TERMINATION**

Anfarnee Jones separated from employment in the month of September 2024.  
Emma Brown separated from employment in the month of September 2024.

#### **INCREASE IN WAGES**

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

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



## City of Wharton

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

Date: October 14, 2024

From: Claudia Velasquez, Building Official

To: Joseph R. Pace, City Manager

Subject: Permit Report for September 2024

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

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

PROJECTS: All

APPLIED DATES: 9/01/2024 THRU 9/30/2024

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

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

STATUS: ALL

Item-16.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400818	0/00/0000	LENNAR HOMES	202 NICHOLAS	OWNER	2148 SQFT SINGLE STORY RESI	SUBDBPR
2400819	9/05/2024	LENNAR HOMES	1216 WHARTON LAKES	MBRUCEMECH	NEW MECH NEW RESID	SUBDMEC
2400820	9/04/2024	VALDEZ JR, JOSE J	1221 WISTERIA	BLUIS	REAR PATIO & CONC. 360 SQFT	BPR
2400821	9/04/2024	FRIER, LPJ	1403 N FULTON	EFIDELIS	22KW GENERATOR	BPR
2400822	9/04/2024	FRIER, LPJ	1403 N FULTON	EFIDELIS	INSTALL 22KW GENERATOR	BLD-ER
2400823	9/05/2024	VILLANUEVA, JUAN A & ZENAYD	0 WILLOW LN	OWNER	MOWING: WEED LOTS	MOW
2400824	9/05/2024	LENNAR HOMES	101 NICHOLAS	MBRUCEMECH	NEW MECH NEW RESID	SUBDMEC
2400825	9/05/2024	LENNAR HOMES	103 NICHOLAS	MBRUCEMECH	NEW MECH NEW RESID	SUBDMEC
2400826	9/05/2024	LENNAR HOMES	105 NICHOLAS	MBRUCEMECH	NEW MECH NEW RESID	SUBDMEC
2400827	9/06/2024	LENNAR HOMES	1216 WHARTON LAKES	EINCHARGE	NEW ELECT NEW RESID	SUBDELE
2400828	9/06/2024	LENNAR HOMES	101 NICHOLAS	EINCHARGE	NEW ELECT NEW RESID	SUBDELE
2400829	9/06/2024	LENNAR HOMES	103 NICHOLAS ROAD	EINCHARGE	NEW ELECT NEW RESID	SUBDELE
2400830	9/06/2024	LENNAR HOMES	104 NICHOLAS	OWNER	NEW ELECT NEW RESID	SUBDELE
2400831	9/06/2024	LENNAR HOMES	105 NICHOLAS	EINCHARGE	NEW ELECT NEW RESID	SUBDELE
2400832	9/06/2024	LENNAR HOMES	106 NICHOLAS	EINCHARGE	NEW ELECT NEW RESID	SUBDELE
2400833	9/06/2024	LENNAR HOMES	108 NICHOLAS	EINCHARGE	NEW ELECT NEW RESID	SUBDELE
2400834	9/06/2024	LENNAR HOMES	110 NICHOLAS	EINCHARGE	NEW ELECT NEW RESID	SUBDELE
2400835	9/09/2024	WHATABURGER, INC.	10319 US 59 HWY	MHARPER	REPLCE PNL BOX 2 ROOFTOP CO MEC	
2400836	9/09/2024	KEITH GERARD HOME SOLUTIONS	606 OLD BOLING RD	OWNER	6FT WOOD FENCE 178 LINEAR F	BPR
2400837	9/09/2024	TOMPKING, BRIAN	1517 KELVING WAY	PJANICEK	REPLACE SCTN OF DRAIN UDER	PLB
2400838	9/10/2024	MAY BELL HENRY EST	413 MOUTRAY	OWNER	MOWING: WEED LOTS	MOW
2400839	9/10/2024	WAKEFIELD DEVELOPMENT LLC	1210 N RICHMOND	OWNER	REMOVE GLASS FRAME BLDG +4W	BPC
2400840	9/11/2024	WATSON, DAVID	729 E COLUMBUS	BSTOCKWELL	ROOF REPLACE- 30 YR SHINGLE	BPR
2400841	9/11/2024	HENDRICK, BRADLEY	701 E COLUMBUS	BSTOCKWELL	ROOF REPLACE, 30 YR SHINGLE	BPR

PROJECTS: All

APPLIED DATES: 9/01/2024 THRU 9/30/2024

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

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

STATUS: ALL

Item-16.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400842	9/11/2024	ZARATE, FRITZ	801 E COLUMBUS	BSTOCKWELL	ROOF REPLACE- 25YR S, AC DE	BPR
2400843	9/11/2024	AGILITAS ENERGY	902 W MILAM	OWNER	ENERGY STORAGE STATION	BPC
2400844	9/11/2024	BARKER, JASON	1111 CRESTMONT	BSTOCKWELL	TILE NEW SHOWER 3 X 5	BPR
2400846	9/11/2024	ALARCON, OSCAR A & HULMA	617 N RICHMOND	OWNER	MOWING: WEED LOTS	MOW
2400847	9/11/2024	WHARTON ISD - HIGH SCHOOL	1 TIGER AVENUE	PBIG	INSTALL UNDERSINK GREASE TR	PLB
2400848	9/11/2024	TRISTAN, ROGELIO & PERLI	000.1 S SHEPPARD	OWNER	MOWING: WEED LOTS	MOW
2400849	9/11/2024	EDWARDS, DARREL	1317 BAILEY	OWNER	DEMOLITION OF HOUSE STRUCTU	DEM
2400850	9/12/2024	PANIAGUA, RAMON	919 MAPLE	OWNER	NEW TIN ROOF OVER OLD	BPR
2400852	9/13/2024	FRANCIS, MARSHALL	1804 WILLOWBEND	BROCKY G	REPAIR ROTTEN ROOF VALLEY 4	BPR
2400853	9/13/2024	MATTIE DAVS EST	711 MATTIE	OWNER	MOWING: WEED LOTS	MOW
2400854	9/13/2024	SHORTER, COBY	1916 M L KING BLVD	BPRIORITY	7/16OSB D 19S 30 YR SHING	BPR
2400855	9/16/2024	ELLIS, CHRISTOPHER, D.	301 MOUTRAY	BJWTC	COMP DEMO AND NEW RESID GLO	BPR
2400856	9/16/2024	ELLIS, CHRISTOPHER, D.	301 MOUTRAY	BJWTC	FLOODPLAIN DEVELOPMENT	DEV
2400857	9/16/2024	ELLIS, CHRISTOPHER, D.	301 MOUTRAY	BJWTC	DEMOLITION EXISTING FOR NEW	DEM
2400858	9/16/2024	SVATEK, SANDRA A	1619 CRESTMONT	EGULF	INSTALL 24 KW GENERATOR	BLD-ER
2400859	9/16/2024	DIAZ, FRANCISCO	2602 N RICHMOND	OWNER	REPLACE 2 WINDOWS	BPC
2400860	9/16/2024	RAMIREZ FAMILY TRUST	2513 N TEXAS	OWNER	MOWING: WEED LOTS	MOW
2400861	9/17/2024	LENNAR HOMES	107 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400862	9/17/2024	LENNAR HOMES	109 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400863	9/17/2024	LENNAR HOMES	111 BRANDI	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400864	9/17/2024	LENNAR HOMES	113 BRANDI	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400865	9/17/2024	LENNAR HOMES	107 NICHOLAS	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE
2400866	9/17/2024	INFANTE, JOSE	817 WALNUT	POVERALL	NEW SERVICE WTR & SWR LINE	PLB
2400867	9/17/2024	WHARTON LAKES	109 NICHOLAS	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE

PROJECTS: All

APPLIED DATES: 9/01/2024 THRU 9/30/2024

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

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

STATUS: ALL

Item-16.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400868	9/17/2024	LENNAR HOMES	112 NICHOLAS	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE
2400869	9/17/2024	VELA, RAYMOND	303 E DAHLGREN	BPRIORITYR	RE 1 LAYER, INSTALL 30 YR S BPR	
2400870	9/17/2024	LENNAR HOMES	114 NICHOLAS	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE
2400871	9/17/2024	LENNAR HOMES	111 BRANDI	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE
2400872	9/17/2024	LENNAR HOMES	113 BRANDI	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE
2400873	9/17/2024	LENNAR HOMES	115 BRANDI	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE
2400874	9/17/2024	OMALLAN, CHERYL	305 KINKAID	BPRIORITYR	REM 1 LAYER, REP 30 YR ARCH BPR	
2400875	9/17/2024	LENNAR HOMES	203 BRANDI	EINCHARGE	NEW ELECTRICAL NEW RESID	SUBDELE
2400876	9/17/2024	SVATEK, FRANK	2011 HWY 60	BPRIORITYR	REROOF GARAGE 30YR SHINGLES BPR	
2400877	9/17/2024	ABBOTT, NICHOLAS	127 MAYS	BPRIORITYR	REROOPF20 SQ HOME&SHED 30YR BPR	
2400878	9/18/2024	LENNAR HOMES	104 NICHOLAS	MIESR	NEWMECHANICAL NEW RESID 2.5 SUBDMEC	
2400879	9/17/2024	CLARK, MAURICE	1411 N ALABAMA RD	OWNER	DEMOLITION OF MOBILE HOME	DEM
2400880	9/17/2024	G. HERNANDEZ & M. MARTINEZ	204 MAHAN	OWNER	MOWING: WEED LOTS	MOW
2400881	9/18/2024	CARDONA, URBANO	208 W EMILY	ESAM'S	METER REPAIR FROM TREE LIMB BLD-ER	
2400882	9/18/2024	LENNAR HOMES	106 NICHOLAS	MIESR	NEW MECHANICAL NEW RESID 2T SUBDMEC	
2400883	9/18/2024	LENNAR HOMES	108 NICHOLAS	MIESR	NEW MECHANICAL NEW RESIS 2 SUBDMEC	
2400884	9/18/2024	LENNAR HOMES	110 NICHOLAS	MIESR	NEW MECHANICAL NEW RESID 2 SUBDMEC	
2400885	9/18/2024	LEE, NAOMI	1617 AZALEA	OWNER	MOWING: WEED LOTS	MOW
2400886	9/18/2024	MCGREW, CHARLOTTE	527 WILKES ST	OWNER	MOWING: WEED LOTS	MOW
2400887	9/19/2024	FRIER, LPJ	1403 N FULTON	PDLC	GAS LINE TO GENERATOR	PLB
2400888	9/19/2024	OVALLE, PATSY	2615 N FULTON	PB & C	INST2WAYCLNOUT REPLA PIP UD PLB	
2400890	9/19/2024	BAIRD, RUSSELL	135 W BURLESON	BRICARDO	DEMOLITION WALLS DUE TO FIR DEM	
2400891	9/19/2024	GUSSMAN, ROBBIE	1325 LA DELLE	BWEATHER	REROOF W/MARK SHINGLES	BPR
2400892	9/19/2024	HAYWOOD, CAROLYN ANN	409 LINCOLN	OWNER	MOWING: WEED LOTS	MOW

PROJECTS: All

APPLIED DATES: 9/01/2024 THRU 9/30/2024

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

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

STATUS: ALL

Item-16.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400893	9/20/2024	COMPIAN, LARRY	503 E EMILY	BPRO CONST	REBUILD PORCH CANOPY REAR	BPR
2400894	9/20/2024	WHATABURGER, INC.	10319 US 59 HWY	BSPIREROOF	REROOF	BPC
2400895	9/20/2024	ALPHA FUEL STATION	2504 N RICHMOND	EICOT	ELECTRICAL INTERIOR GAS STA	BLD-EC
2400896	9/20/2024	LENNAR HOMES	114 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400897	9/20/2024	LENNAR HOMES	115 BRANDI	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400898	9/20/2024	LENNAR HOMES	203 BRANDI	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400899	9/20/2024	LENNAR HOMES	112 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400900	9/20/2024	CLEMENTS, RICHARD	401 KOEHL	OWNER	REROOF 14 SQUARES 30YR SHIN	BPR
2400901	9/20/2024	BROOKS, HENRY FRANK	209 CORRELL	BFARRIS	REPAIR SUBFLRS/KITCHEN/LIVI	BPR
2400902	9/20/2024	KBE INTERATIONAL, LLC	120 W MULBERRY	BA.ALEXAND	25LNFT 6FT WOOD PRIV. FENCE	BPR
2400903	9/20/2024	KBE INTERATIONAL, LLC	122 W MULBERRY	BA.ALEXAND	25LNFT 6FT WOOD PRIV. FENCE	BPR
2400904	9/20/2024	CISNEROS, JAVIER	1701 N RICHMOND 17	OWNER	10X10 MH PORCH DECK	BPR
2400905	9/23/2024	HORELICA, HARVEY	215 E DAHLGREN	MEB	INSTALL IN & OUT UNITS, E C	SUBDMEC
2400906	9/23/2024	HERNANDEZ, CINDY	715 N RUSK	BMATA	REMOVE CHAIN FENCE BUILD 6F	BPR
2400907	9/23/2024	COX, PHILLIP	519 AVE C	BGUARDIAN	REROOF ASPHALT SHINGLES 55S	BPR
2400908	9/23/2024	MISTRY, DINTA	1303 N RICHMOND	BBUSTA	NEW ARCH. ROOF SHINGLES & A	BPC
2400909	9/24/2024	RICHARDSON, MATTHEW	1417 N FULTON	BTEXAN	REROOF 1900SQFT	BPR
2400910	9/24/2024	MARETKA, AMELIA	1316 KELVING WAY	BTEXAN	REROOF 2000SQFT	BPR
2400911	9/24/2024	BRINKLEY, JEAN	1908 MARTIN LUTHER KING	OWNER	SCREENED PORCH 560SQFT	BPR
2400912	9/24/2024	BARKER, JASON	1111 CRESTMONT	PBLUE	CHANGE SHOWER TO TUB	PLB
2400913	9/24/2024	ROSALES, RICARDO	607 SPEED	PJOHNNYS	SEWER LINE REPAIR	PLB
2400914	9/24/2024	HALL, HANK	727 N ALABAMA RD	MHUNTER'S	REPLACE 2) 5 TON SYSTEMS	MEC
2400915	9/24/2024	GELBER, MICHAEL	1410 PECAN	BPRIEST	REROOF 1262 SQFT	BPR
2400916	9/25/2024	KOCUREK, STANLEY R.	119 W WAYSIDE	BJUANCANO	12X16 CANOPY SIDE OF HOUSE	BPR

PROJECTS: All

APPLIED DATES: 9/01/2024 THRU 9/30/2024

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

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

STATUS: ALL

Item-16.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400917	9/25/2024	BAIRD, RUSSELL	135 W BURLESON	BRICARDO	8"CMU WLL4X8OVERLAYSLAB 14' BPC	
2400918	9/25/2024	FLORES, JOSE A AND MARI	2340 N RICHMOND	OWNER	REPLACE MISSING SIDING.	BPC
2400919	9/25/2024	LENNAR HOMES	116 NICHOLAS ROAD	BLENNAR	1915 SQFT SINGLE STORY RESI	SUBDBPR
2400920	9/25/2024	LENNAR HOMES	124 NICHOLAS ROAD	BLENNAR	2329 SQFT SINGLE STORY RESI	SUBDBPR
2400921	9/25/2024	LENNAR HOMES	122 NICHOLAS ROAD	BLENNAR	1496 SQFT SINGLE STORY RESI	SUBDBPR
2400922	9/25/2024	LENNAR HOMES	118 NICHOLAS ROAD	BLENNAR	1709 SQFT SINGLE STORY RESI	SUBDBPR
2400923	9/25/2024	LENNAR HOMES	209 BRANDI DRIVE	BLENNAR	1828 SINGLE STORY RESID	SUBDBPR
2400924	9/25/2024	LENNAR HOMES	211 BRANDI DRIVE	BLENNAR	1837 SQFT SINGLE STORY RESI	SUBDBPR
2400925	9/25/2024	NEWFIRST NATIONAL BANK	101 E MILAM	BCTD	INSTALL 2 3FT DS TO ACCESS	BPC
2400926	9/26/2024	NEBLETT, OTERIA	1823 HENDON	BROOFCHIEF	REROOF W/METAL ROOF	BPR
2400927	9/26/2024	MILLER, MAX A	2709 JR COLLEGE BLVD	BJJENKINS	DEMOLITION MH DUE TO FIRE	DEM
2400928	9/26/2024	MILLER, MAX A	2709 JR COLLEGE BLVD	BJJENKINS	DEMOLITION MH DUE TO FIRE	DEV
2400930	9/30/2024	MANN, GARLAND	613 HARRISON	BPRIORITYR	REROOF W/30YR SHINGLES	BPR
2400931	9/30/2024	ROBINSON, ARLICE	424 W BURLESON	BJWTC	DEMO EXISTING FOR NEW RESID	DEM
2400932	9/30/2024	ROBINSON, ARLICE	424 W BURLESON	OWNER	1352SQF SINGLE STORY RESID	BPR
2400933	9/30/2024	ROBINSON, ARLICE	424 W BURLESON	BJWTC	FLOODPLAIN DEVELOPMENT	DEV
2400934	9/30/2024	FAIN, ELIZABETH	608 WALNUT	BMARTINEZ	AE:REAR PORCH COVER 21'X7'	BPR
2400935	9/30/2024	FLORES, JOSE A AND MARI	2340 N RICHMOND	OWNER	REPLACE SIDING N,,E & W WAL	BPC
*** TOTALS ***				NUMBER OF PROJECTS:	114	
				VALUATION:	8,278,198.00	FEES: 57,309.84

PROJECTS: All

APPLIED DATES: 9/01/2024 THRU 9/30/2024

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

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

STATUS: ALL

Item-16.

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

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLD-EC - BUILDING (E) COMMERCIAL	1	20,000.00	863.00
BLD-ER - BUILDING (E) RESIDENTIAL	2	0.00	70.00
BPC - BUILDING COMM. PERMIT AL	9	8,131,873.00	33,678.75
BPR - BUILDING RESID. PERMIT AL	34	30,850.00	1,975.32
DEM - DEMOLITIONS PERMIT AL	6	0.00	200.00
DEV - DEVELOPMENT PERMIT AL	3	0.00	50.00
MEC - MECHANICAL PERMIT AL	2	45,325.00	325.00
MOW - MOWING: WEEDY LOTS AL	10	0.00	0.00
PLB - PLUMBING PERMIT AL	7	0.00	245.00
SUBDBLD - SUBD. BUILDING PERMIT	7	0.00	14,919.77
SUBDELE - BUILDING (E) PERMIT	16	0.00	3,205.00
SUBDMEC - MECHANICAL PERMIT	9	50,150.00	722.00
SUBDPLB - PLUMBING PERMIT	8	0.00	1,056.00
*** TOTALS ***	114	8,278,198.00	57,309.84

PROJECTS: All

APPLIED DATES: 9/01/2024 THRU 9/30/2024

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

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

STATUS: ALL

Item-16.

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

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
*****				
*BLANK* - *BLANK*	2	2	0.00	130.00
101 - NEW RESIDENTIAL CONSTRUCTION	2	2	0.00	0.00
300 - BUILDING-ELECTRICAL	3	3	20,000.00	933.00
301 - RESIDENTIAL GENERATOR	2	2	0.00	312.50
329 - STRUCTURES OTHER THAN BUILDINGS	1	1	8,050,000.00	32,873.00
400 - ADDITIONS, ALTERATIONS & CONVERSION	7	7	11,673.00	355.50
435 - RESIDENTIAL REMODELS	2	2	0.00	55.00
435A - COMMERCIAL REMODELS	2	2	20,500.00	233.75
436 - NONRESIDENTIAL ADDITIONS	2	2	6,000.00	127.50
439 - ROOFING	18	18	72,700.00	1,388.42
442 - NONRESIDENTIAL ACCESSORY BUILDINGS	1	1	0.00	50.00
443 - FENCE (PRIVACY)	4	4	1,850.00	128.40
600 - DEMOLITIONS AND RAZING OF BUILDINGS	2	2	0.00	100.00
645 - RESIDENTIAL STRUCTURE DEMOLITION	3	3	0.00	50.00
649 - ALL OTHER STRUCTURES DEMOLISHED	1	1	0.00	50.00
800 - MECHANICAL PERMITS	3	3	53,275.00	415.00
900 - PLUMBING PERMITS	7	7	0.00	245.00
DEV - DEVELOPMENT PERMIT	3	3	0.00	50.00
MOWING - WEDDY LOTS/MOWING	10	10	0.00	0.00
W.LAKES-B - NEW RESIDENTIAL CONSTRUCTION	7	7	0.00	14,919.77
W.LAKES-E - BUILDING (E) PERMITS	16	16	0.00	3,205.00
W.LAKES-M - MECHANICAL PERMITS	8	8	42,200.00	632.00
W.LAKES-P - PLUMBING PERMITS	8	8	0.00	1,056.00
*** TOTALS ***	114	114	8,278,198.00	57,309.84

SELECTION CRITERIA

Item-16.

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: 09/01/2024 THROUGH 09/30/2024  
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

PRINT OPTIONS

TOTALS ONLY: NO  
INCLUDE SEGMENTS: NO  
COMMENT CODES: None

\*\*\* END OF REPORT \*\*\*

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

Room	Rentals	Amount	YTD
Main Hall	4	\$ 3,750.00	\$ 47,218.00
Pre-Function	1	\$ 240.00	\$ 1,895.00
O'Quinn	11	\$ 959.00	\$ 11,498.00
MTG A	1	\$ 75.00	\$ 1,130.00
MTG B	1	\$ 40.00	\$ 420.00
Duncan	4	\$ 495.00	\$ 4,230.00
Total	22	\$ 5,559.00	\$ 66,391.00

**Room Rentals**

Date	Room	Organization	Fee
9/4/2024	O'Quinn	Rotary Gala	\$ 120.00
9/7/2024	Main Hall	LaQwanda Davis	\$ 1,000.00
9/8/2024	O'Quinn	MLK Church of Christ	\$ 120.00
9/8/2024	O'Quinn	Andrew Kimble	\$ 140.00
9/9/2024	MTG B	VFW Womens Auxiliary	\$ 40.00
9/10/2024	Duncan	Pilot Club	\$ 75.00
9/11/2024	Pre-Function	Life Line Screening	\$ 240.00
9/11/2024	O'Quinn	Rotary	\$ -
9/12/2024	O'Quinn	Edward Jones	\$ 149.00
9/14/2024	O'Quinn	Jaqueline Williams	\$ 160.00
9/14/2024	Main Hall	Nina Williams	\$ 300.00
9/15/2024	Duncan	Mike Feyen	\$ 280.00
9/18/2024	O'Quinn	Rotary	\$ -
9/19/2024	MTG A	DNA	\$ 75.00
9/19/2024	O'Quinn	PepsiCo	\$ 120.00
9/21/2024	Main Hall	Claudia Alvarez	\$ 1,000.00
9/21/2024	O'Quinn	Norma Benavidez	\$ 195.00
9/22/2024	Duncan	Quanethia Galabeas	\$ 140.00
9/24/2024	Duncan	Pilot Club	\$ -
9/25/2024	O'Quinn	Rotary	\$ -
9/26/2024	O'Quinn	El Campo Senior Citizens Pro.	\$ 75.00
9/28/2024	Main Hall	Rotary Gala	\$ 1,450.00
Total:			\$ 5,559.00



# 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: September 3, 2024

To: Mr. Joseph R. Pace

Projects for: September

Just a reminder to all Departments to make sure all new city employees complete their NIMS training online (100, 200, 700, and 800). New hires need to log onto [preparingtexas.org](https://preparingtexas.org) and create an account using their personal email.

Monthly reports submitted to TxDot for the yearlong Comprehensive Traffic Grant. Our grant for 2024 to 2025 from TxDot started on 09/01/2024.

Always tracking and monitoring possible severe weather information from the National Weather Service. The prediction is for a busy year this Hurricane Season. There is less than a 40% chance of a storm forming in the southwest portion of the Gulf of Mexico this coming weekend.

The FEMA Disaster Recovery Center at the Civic Center has slowed down in assisting families in Wharton County.

FEMA DSA is having a presentation on September 11, 2024, at 11:00 a.m. at the Civic Center to show all they have done to help families in Wharton and Wharton County. Open to all City Department Heads, Mayor, and City Council who want to attend.

The debris pickup for the City of Wharton is now completed, and the debris is now shredded, but TFR has run into some equipment issues. The shredder keeps breaking. As of Tuesday afternoon, they were up and grinding again.

Municipal Court Bailiff duties in September are the 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup> starting at 2:00 p.m.

CenterPoint Energy had an open house on Thursday, August 28, 2024, from 4:00 p.m. to 8:00 p.m. at the Civic Center to discuss issues with the public and to show the new things they are working on to better serve the public. It was not a very big turnout, but a decent one compared to other locations.

Working with several local groups for different festivals around the Courthouse Square in October.  
The Wine Fair 10/12/24, Party on the Bridge 10/17/24, and Day of the Dead 10/26/24.

Lt. Ben Guanajuato

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

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

Month of Service	Resp Per mon	Emerg Resp	Non Emerg	No Loads	Transfers	911 OUCH	911 OBW	Flights	
Oct-23	257	149	0	108	0	56	83	2	1RespDistress/1AutoPed
Nov-23	235	146	0	89	1	64	77	3	1Choking/1Cardiac/1GIBleed
Dec-23	292	181	0	111	0	64	101	9	*See comment below
Jan-24	258	158	0	100	0	56	89	7	*See comment below
Feb-24	246	143	0	103	0	61	76	1	MVA
Mar-24	251	161	0	90	0	67	87	3	1Cardiac/1CVA/1MVA
Apr-24	283	169	0	114	0	68	84	6	4MVA/1Seizure/1Cardiac
May-24	264	168	0	96	0	69	82	10	*See comment below
Jun-24	234	165	0	69	0	76	82	5	2CVA/1MVA/1RespDist/1AllergicReaction
Jul-24	260	163	0	94	3	79	68	8	5Falls/1CVA/1Seizure/1MVA
Aug-24	335	185	0	150	0	73	96	11	*See comment below
Sep-24	251	155	0	96	0	61	79	5	1AutoPed/1AMS/1Seizure/1CVA/1Unresponsive
<b>Totals</b>	<b>3166</b>	<b>1943</b>	<b>0</b>	<b>1220</b>	<b>4</b>	<b>794</b>	<b>1004</b>	<b>70</b>	

32 less calls than last year.      37 less emergent responses: last year      5 more no loads

\*Dec-23 1PulmonaryEdema/1GIBleed/1HeadInjury/1RespDistress/2CVA/1MVA/1AMS

\*Jan-24 1Unresponsive/1Cardiac/1MVA/3Resp/1Fall

\*May24 2Fall/2MVA/1CVA/1AMS/2RESPDistress/1Cardiac/1Unresponsive

\*Aug-24 1CVA/2Unresponsive/2Fall/3SOB/1MVA/2Cardiac

Yearly Totals	Mon. Avg.	Mon. Avg.
---------------	-----------	-----------

2002/03	2688	224	2013-2014	3326	277
2003/04	2784	232	2014-2015	3770	314
2004/05	2444	203	2015-2016	3545	295
2005/06	2874	239	2016-2017	3490	291
2006/07	2928	244	2017-2018	3248	270
2007/08	3309	275	2018-2019	3244	270
2008/09	3425	285	2019-2020	3211	268
2009/2010	3205	267	2020-2021	3410	284
2010/2011	3208	267	2021-2022	3473	289
2011/2012	3364	280	2022-2023	3368	281
2012-2013	3253	271	2023-2024	3166	264

# Incident Reports By Incident Type, Summary

Page 1 of 1

SEPTEMBER 2024

Incident Type	Total Incidents:
111 Building fire	1
131 Passenger vehicle fire	1
132 Road freight or transport vehicle fire	1
138 Off-road vehicle or heavy equipment fire	1
143 Grass fire	1
162 Outside equipment fire	1
322 Vehicle accident with injuries	6
323 Motor vehicle/pedestrian accident (MV Ped)	1
324 Motor vehicle accident with no injuries	5
400 Hazardous condition, other	2
411 Gasoline or other flammable liquid spill	1
412 Gas leak (natural gas or LPG)	2
444 Power line down	6
445 Arcing, shorted electrical equipment	1
561 Unauthorized burning	2
611 Dispatched & canceled en route	3
651 Smoke scare, odor of smoke	5
745 Alarm system sounded, no fire - unintentional	4
<b>Total Number of Incidents:</b>	<b>44</b>
<b>Total Number of Incident Types:</b>	<b>18</b>

Print Date: 10/10/2024

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

PAUL WEBB  
VINCENT L. MARABLE III  
AMY ROD \*

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

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

September 30, 2024

City of Wharton  
120 E. Caney  
Wharton, Texas 77488

**Ace Hardware - Lockley Drainage Easement**

09/12 Telephone conference with Richard Lockley regarding correction easement; E-mail correction easement;  
09/13 Telephone conference with Richard Lockley regarding legal description, pond being on Mom's land;  
09/16 E-mail to Gwyn Teves regarding pond issue;  
09/17 Conference with Amy Rod; Review of Easement;  
09/18 Office conference with Gwyn Teves and Joseph Pace regarding Easement; One e-mail to Rob Kolacny with copy to Joseph Pace and Gwyn Teves;  
09/19 One e-mail to Rob Kolacny; One e-mail from Rob Kolacny;  
09/23 Telephone conference with Richard Lockley; Office conference with Richard and Sarah Lockley; One e-mail to Rob Kolacny; Telephone conference with Gwyn Teves;  
09/24 Telephone conference with Richard Lockley regarding Deed;

**Ambulance**

09/03 Telephone conference with Joan Andel regarding ambulance purchase;  
Telephone conference with Trey Maffett; Legal research regarding purchase of ambulance;  
09/04 Telephone conference with Michael Furrar; Research regarding sale from County to City;  
Telephone conference with Judge Spenrath;  
09/05 Further research regarding ambulance; E-mail to County Attorney;  
09/06 Telephone conference with EMT Director - Calhoun County;  
09/11 E-mail to Trey Maffett regarding ambulance;  
09/13 Telephone conference with Trey Maffett regarding item on agenda;  
09/18 Draft Interlocal Agreement; E-mail Joan Andel; E-mail to Lavaca County;  
09/19 Review County Commissioner's Agenda item; E-mail Joan Andel and Paula Favors;

**Centerpoint / Electric**

09/05 Review of Agreement; Telephone conference with Gwyn Teves;  
09/09 One e-mail to Gwyn Teves regarding Agreement; Review of Easement Release and associated documents;  
09/12 Six e-mails regarding rate cases and review of same;

**RECEIVED**  
OCT 04 2024

BY: ..... *BP*

**City Council**

09/05 Four e-mails of Agenda and review of same; Conference with Amy Rod; Four e-mails and review of same;  
 09/19 Five e-mails of Agenda and review of same;  
 09/23 Trip to City Hall; Attend Council meeting;

**Employee Issue**

09/09 Telephone conference with Paula Favors regarding EMS issues;  
 09/19 E-mail from Paula Favors with attached letter for review;  
 09/23 Three e-mails from Paula Favors and review of same; Telephone conference with Paula Favors;

**Facebook / Defamation**

09/03 E-mail from Paula Favors;

**GLO - Nelson**

09/23 Telephone conference with Winstead regarding Mediation date; One e-mail from Winstead and review of same; Telephone conference with Gwyn Teves;

**Miscellaneous**

09/18 Office conference with Joseph Pace and Gwyn Teves regarding miscellaneous City projects;

**Municipal Court**

08/30 Telephone conference with Basu law office regarding Defendants Vazsquez and Turcios; E-mail offer;  
 09/04 Attend pre-trial hearings;  
 09/05 E-mail regarding Defendant Brown; Watch video of arrest;  
 09/10 Telephone conference with Cala regarding ticket with FTO signing ticket;  
 09/11 Telephone conference with Defendant Diondre Brown; E-mail offer;  
 09/17 E-mail to Diondre Brown regarding offer; E-mail regarding Defendant Jose Santos; Attend City Trials;  
 09/20 E-mail regarding Defendant Jose Santos;  
 09/24 E-mail regarding pre-trial docket;  
 09/25 Trip to Municipal Court for pre-trials;

**Tidal Basin Contract (Debris)**

09/06 E-mail from Brandi Jimenez with copy of Contract for Services;  
 09/08 Office conference with Gwyn Teves; Sign Contract;  
 09/09 Review of Contract; Make two revisions as to Paragraph 15; E-mail to Gwyn Teves, Brandi Jimenez and Ben;

**Wharton Municipal Airport**

09/09 One e-mail to Joan Andel regarding hay at airport; One e-mail from Joan Andel and review of same;

**Attorney Fees:**

(1)	Amy Rod	9.50	hrs. @ \$175.00 per hour =	1,662.50
(2)	Paul Webb	18.75	hrs. @ \$175.00 per hour =	<u>3,281.25</u>
<b>Total Attorneys Fees</b>				<b>4,943.75</b>

## Expenses:

Facsimile	pages @ .75 each	
Xerox	copies @ .10 each	
E-Mail	32 pages @ .25 each	8.00
Colored	copies @ .30 each	
GLO Nelson - Winstead PC - August 2024 Services		91.00
Total Expenses		99.00

Previous Balance ..... 1,425.90  
Payment Received - 09/12/24 ..... -1,425.90

**TOTAL INVOICE DUE ..... 5,042.75**



# City of Wharton

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

## MEMORANDUM

Date: October 22, 2024  
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 September 2024.

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

## City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Administration Fee	AF	\$10.00	3462	\$ 10.00	\$ 30.00	\$ 40.00		\$ 50.00	\$ 70.00	\$ 10.00	\$ 50.00	\$ 10.00	\$ 10.00	\$ 60.00	\$ 60.00
Arrest Fee	AR	\$5.00	3466	\$ 522.87	\$ 616.95	\$ 712.13	\$ 416.08	\$ 1,086.48	\$ 971.78	\$ 742.93	\$ 751.09	\$ 502.47	\$ 553.87	\$ 647.55	\$ 926.18
Administration Fee	AF2	\$20.00	3462	\$ 260.00	\$ 380.00	\$ 400.00	\$ 240.00	\$ 440.00	\$ 510.00	\$ 560.00	\$ 440.00	\$ 360.00	\$ 100.00	\$ 520.00	\$ 260.00
Court Technology Fund	CTF	\$4.00	13 3850	\$ 52.00	\$ 12.00	\$ 100.00	\$ 52.00	\$ 187.97	\$ 94.86	\$ 67.74	\$ 32.00	\$ 44.00	\$ 8.67	\$ 95.77	\$ 54.66
Driving Safety Course Administrative Fee	DSC	\$10.00	3453	\$ 70.00	\$ 220.00	\$ 140.00	\$ 90.00	\$ 130.00	\$ 220.00	\$ 160.00	\$ 110.00	\$ 120.00	\$ 40.00	\$ 50.00	\$ 150.00
Indigent Defense Fee	IDF	\$2.00	2050	\$ 18.00	\$ 4.00	\$ 38.00	\$ 20.00	\$ 78.84	\$ 35.50	\$ 25.87	\$ 6.00	\$ 16.00	\$ 4.33	\$ 35.89	\$ 22.75
State Traffic Fee & STF 19	STF - 5% SF	\$30.00	2050	\$ 2,480.31	\$ 3,330.25	\$ 3,877.56	\$ 1,624.37	\$ 4,780.91	\$ 4,446.09	\$ 2,745.17	\$ 3,420.24	\$ 2,700.79	\$ 2,525.42	\$ 3,213.68	\$ 3,705.41
School Crossing Guard Program	CS	\$20.00	3467												
Traffic Fee City	TFC	\$3.00	3471	\$ 156.62	\$ 202.82	\$ 247.05	\$ 101.06	\$ 306.29	\$ 273.90	\$ 171.82	\$ 209.42	\$ 168.65	\$ 151.54	\$ 200.14	\$ 231.85
Child Safety	CS-2	\$25.00	3467	\$ 25.00	\$ 211.95	\$ 34.12	\$ 25.00		\$ 155.12	\$ 170.09	\$ 169.65	\$ 8.65		\$ 123.58	\$ 142.53
Fine	FINE		3450	\$ 10,112.66	\$ 12,768.27	\$ 14,016.80	\$ 10,253.24	\$ 23,828.26	\$ 20,189.93	\$ 20,045.91	\$ 15,194.38	\$ 11,215.45	\$ 12,755.57	\$ 13,829.90	\$ 19,338.98
Judicial Fee City	JFCI	\$0.60	3462	\$ 5.40	\$ 1.20	\$ 11.40	\$ 6.00	\$ 23.65	\$ 10.65	\$ 7.76	\$ 3.60	\$ 4.80	\$ 1.30	\$ 10.77	\$ 6.83
Municipal Court Building Security	MCBS	\$3.00	19 3850	\$ 27.00	\$ 6.00	\$ 57.00	\$ 30.00	\$ 118.24	\$ 53.24	\$ 38.81	\$ 18.00	\$ 24.00	\$ 6.50	\$ 53.83	\$ 34.14
State Jury Fee	SJRF	\$4.00	2050	\$ 36.00	\$ 8.00	\$ 76.00	\$ 40.00	\$ 157.66	\$ 70.99	\$ 51.74	\$ 24.00	\$ 32.00	\$ 8.67	\$ 71.77	\$ 45.53
Time Payment Plan Local	TP-L	\$10.00	3448			\$ 30.00	\$ 10.00	\$ 90.00	\$ 35.50	\$ 30.00	\$ 20.00			\$ 20.00	
Time Payment Plan State	TP-S	\$12.50	2050			\$ 37.50	\$ 12.50	\$ 112.50	\$ 44.37	\$ 37.50	\$ 25.00			\$ 25.00	
Administration Fee	ADMIN	\$10.00	3462	\$ 866.40	\$ 961.30	\$ 1,014.50	\$ 486.00	\$ 222.90	\$ 507.60	\$ 145.90	\$ 1,157.50	\$ 322.80	\$ 500.70	\$ 1,085.50	\$ 831.50
Consolidated Costs	CC04	\$40.00	2050	\$ 360.00	\$ 80.00	\$ 760.00	\$ 400.00	\$ 1,576.62	\$ 709.89	\$ 517.42	\$ 240.00	\$ 320.00	\$ 86.67	\$ 717.77	\$ 455.20
Judicial Fee State	JFCT2	\$5.40	2050	\$ 48.60	\$ 10.80		\$ 54.00	\$ 212.84		\$ 69.85	\$ 16.20	\$ 43.20		\$ 96.90	\$ 61.45
Time Payment Fee Local	TP-L-E	\$2.50	3449			\$ 7.50	\$ 2.50	\$ 22.50	\$ 8.87	\$ 7.50	\$ 5.00			\$ 5.00	
Warrant Fee	WRNTE	\$50.00	3462	\$ 1,371.08	\$ 1,440.10	\$ 1,433.23	\$ 1,403.80	\$ 5,642.26	\$ 2,740.56	\$ 2,278.34	\$ 1,425.93	\$ 1,068.43	\$ 602.42	\$ 2,227.55	\$ 2,205.26
Over Payment	OV		3462			\$ 0.10			\$ 0.50					\$ 0.40	
Collection Agency Fee	COLAGY		2058	\$ 1,407.00	\$ 927.68	\$ 1,543.07	\$ 1,588.40	\$ 6,131.31	\$ 3,102.99	\$ 2,756.22	\$ 1,589.88	\$ 997.00	\$ 894.02	\$ 1,799.09	\$ 1,882.31
Judicial Fee State	JFCT	\$3.40	2050								\$ 10.20				
State Jury Fee	FEE	\$4.00	2050												
State Indigent Fee	ST-IDF	\$2.00	2050												
Corrections Management Inst.	CMI	\$0.50	2053												\$ 0.50
Comp to Victims of Crime Fund	CVC	\$15.00	2050												\$ 35.00
Juvenile Delinquency	JCD2	\$0.50	2050												\$ 0.50
Consolidated Court Costs	CCC	\$17.00	2050												\$ 17.00
Judicial Training	JCPT2	\$2.00	2050			\$ 102.60			\$ 95.84				\$ 11.70		\$ 2.00
Civil Justice Fee State - MVF	CJFS	\$0.09	2050	\$ 0.27		\$ 0.63	\$ 0.18	\$ 1.17	\$ 0.29	\$ 0.17		\$ 0.27		\$ 0.45	\$ 0.27
Civil Justice Fee Court - MVF	CJFC	\$0.01	462 - 2050	\$ 0.03		\$ 0.07	\$ 0.02	\$ 0.13	\$ 0.03	\$ 0.02		\$ 0.03		\$ 0.05	\$ 0.03
Fugitive Apprehension	FA	\$5.00	2050												\$ 5.00
Child Safety Seat	CSS	\$0.15	2050												
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 70.50	\$ 155.30	\$ 50.95	\$ 151.35	\$ 478.00	\$ 151.35	\$ 50.45	\$ 117.82	\$ 336.24	\$ 50.45	\$ 151.35	\$ 65.55
Truancy Prevention Fund	TPF	\$2.00		\$ 14.00	\$ 4.00	\$ 34.00	\$ 20.00	\$ 72.84	\$ 35.22	\$ 25.87	\$ 6.00	\$ 16.00	\$ 4.33	\$ 31.91	\$ 22.75
Restitution	RST														
FTA Program - State	TLFTA1	\$20.00	10 2050	\$ 200.00	\$ 40.00	\$ 320.00	\$ 203.10	\$ 496.90	\$ 300.00	\$ 180.00	\$ 100.00	\$ 80.00	\$ 36.00	\$ 200.50	\$ 260.00
FTA Program - Vendor	TLFTA2	\$6.00	10 2059	\$ 108.00	\$ 90.00	\$ 136.92	\$ 120.00	\$ 454.20	\$ 270.00	\$ 252.00	\$ 102.00	\$ 90.00	\$ 24.00	\$ 198.00	\$ 222.00
FTA Program - City	TLFTA3	\$4.00	10 3451	\$ 72.00	\$ 60.00	\$ 91.28	\$ 80.00	\$ 302.80	\$ 180.00	\$ 168.00	\$ 68.00	\$ 60.00	\$ 40.00	\$ 132.00	\$ 148.00
Local Municipal Jury Fund	LMJF	\$0.10	2049	\$ 9.60	\$ 12.22	\$ 12.33	\$ 7.34	\$ 17.78	\$ 17.63	\$ 13.61	\$ 14.51	\$ 9.37	\$ 10.83	\$ 11.17	\$ 17.34
Time Payment Reimbursement Fee	TPRF	\$15.00	3448	\$ 88.28	\$ 123.92	\$ 203.21	\$ 152.10	\$ 351.28	\$ 165.07	\$ 237.46	\$ 245.39	\$ 236.35	\$ 267.82	\$ 215.28	\$ 298.73
CCC 2020	CCC20	\$62.00	2050	\$ 5,925.71	\$ 7,526.16	\$ 7,652.30	\$ 4,539.44	\$ 11,028.49	\$ 10,949.82	\$ 8,410.07	\$ 8,941.50	\$ 5,734.82	\$ 6,733.88	\$ 6,916.61	\$ 10,717.15
Local Court Technology Fund	LMCTF	\$4.00	13 3850	\$ 386.32	\$ 489.57	\$ 493.69	\$ 292.87	\$ 711.50	\$ 706.45	\$ 542.58	\$ 580.91	\$ 373.96	\$ 434.44	\$ 446.22	\$ 695.42
Local Truancy Prevention Fund	LTPDF	\$5.00	10 2050	\$ 482.87	\$ 611.95	\$ 617.13	\$ 366.08	\$ 889.41	\$ 883.04	\$ 678.25	\$ 726.09	\$ 467.47	\$ 543.04	\$ 557.82	\$ 869.28
Local Building Security Fund	LMCBSF	\$4.90	13 3851	\$ 473.25	\$ 599.71	\$ 604.78	\$ 358.76	\$ 871.60	\$ 865.39	\$ 664.67	\$ 711.59	\$ 458.14	\$ 532.19	\$ 546.64	\$ 851.90
Total				\$ 25,659.77	\$ 30,924.15	\$ 34,895.85	\$ 23,146.19	\$ 60,875.33	\$ 48,872.47	\$ 41,863.72	\$ 36,531.90	\$ 25,820.89	\$ 26,938.36	\$ 34,298.09	\$ 44,643.00
State Revenue				\$ 9,082.92	\$ 11,003.21	\$ 12,898.66	\$ 6,913.61	\$ 18,518.90	\$ 16,688.04	\$ 12,063.68	\$ 12,789.14	\$ 8,943.11	\$ 9,411.00	\$ 11,210.52	\$ 15,250.54
Less Service Fee				\$ 167.05	\$ 176.11	\$ 294.01	\$ 128.44	\$ 423.52	\$ 315.95	\$ 198.38	\$ 198.81	\$ 173.07	\$ 137.41	\$ 150.00	\$ 4.56
Total State Revenue				\$ 8,915.87	\$ 10,827.10	\$ 12,604.65	\$ 6,785.17	\$ 18,095.38	\$ 16,372.09	\$ 11,865.30	\$ 12,590.33	\$ 8,770.04	\$ 9,273.59	\$ 11,060.52	\$ 15,245.98

## City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Monthly Separate Report															
Child Safety Seat	CSS	\$0.15	2050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Separate Report															
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 70.50	\$ 155.30	\$ 50.95	\$ 151.35	\$ 478.00	\$ 151.35	\$ 50.45	\$ 117.82	\$ 336.24	\$ 50.45	\$ 151.35	\$ 65.55
City Revenue				\$ 14,991.35	\$ 18,747.96	\$ 20,266.25	\$ 14,372.83	\$ 35,292.92	\$ 28,660.09	\$ 26,741.37	\$ 21,933.06	\$ 15,454.54	\$ 16,558.89	\$ 20,839.12	\$ 27,122.60
Collection Agency - Linebargar				\$ 1,407.00	\$ 927.68	\$ 1,543.07	\$ 1,588.40	\$ 6,131.31	\$ 3,102.99	\$ 2,756.22	\$ 1,589.88	\$ 997.00	\$ 894.02	\$ 1,799.09	\$ 1,882.31
FTA Program - Vendor				\$ 108.00	\$ 90.00	\$ 136.92	\$ 120.00	\$ 454.20	\$ 270.00	\$ 252.00	\$ 102.00	\$ 90.00	\$ 24.00	\$ 198.00	\$ 222.00
Grand Total				\$ 25,659.77	\$ 30,924.15	\$ 34,895.85	\$ 23,146.19	\$ 60,875.33	\$ 48,872.47	\$ 41,863.72	\$ 36,531.90	\$ 25,820.89	\$ 26,938.36	\$ 34,298.09	\$ 44,643.00
Traffic Non-Parking				134	224	110	146	335	224	191	204	113	111	267	220
Parking				1	1	0	0	0	0	0	1	1	0	0	0
Non-Traffic State Law				12	2	43	38	11	46	18	52	21	21	63	18
City Ordinance				18	16	23	11	18	13	28	10	1	5	37	49
Dispositions prior to Trial				14	14	9	9	27	19	15	15	8	9	7	39
Fined				14	14	9	9	17	18	15	15	8	9	7	39
Cases Dismissed				0	0	0	0	0	0	0	0	0	0	0	0
Dispositions dismissed by Prosecution				0	0	0	13	10	1	0	0	0	0	0	0
Dispositions at Trial				107	165	126	88	212	186	127	166	82	127	179	283
Finding of Guilty				101	114	121	75	183	162	120	151	50	123	121	241
Dismissed at Trial by Prosecution				6	51	5	13	29	24	7	15	32	4	58	42
Dismissed After Driver Safety Course				8	5	12	9	13	16	16	10	8	12	7	7
Dismissed After Deferred Disposition				7	4	5	6	1	4	4	5	5	3	4	5
Dismissed After Proof of Financial Responsibility				0	0	3	1	4	1	3	4	0	0	4	3
Dismissed Compliance				14	22	24	12	26	33	29	27	19	6	32	19
Cases Appealed				1	0	0	1	0	0	0	3	1	0	0	1
Juvenile/Minor Transportation Code Cases Filed				3	5	3	3	9	1	3	2	1	3	4	1
Juvenile/Alcoholic Beverage Code				1	1	0	0	0	0	3	0	0	3	0	1
Juvenile - Non-Traffic				2	0	0	0	0	0	0	1	0	0	0	0
Search Warrants				0	0	0	0	0	0	0	0	0	0	0	0
Arrest Warrants Issued - Class C				0	0	173	92	0	114	0	104	80	18	139	0
Arrest Warrants Issued - Felonies, Class A & B				7	24	16	6	6	3	6	15	7	11	6	14
Magistrate - Class A & B & C				0	0	0	0	15	18	0	0	0	0	1	0
Magistrate - Felonies				0	0	0	0	0	0	0	0	0	0	0	0
Magistrate - Orders for Emergency Protection				0	0	0	0	0	0	0	0	0	0	0	0

# Memorandum

**To:** Joseph R. Pace  
**From:** Chief Terry David Lynch  
**Date:** 10/10/2024  
**Re:** City Council Monthly Reports

Mr. Pace,

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

Please contact me if you have any questions.

CONFIDENTIAL

WHARTON PD YR 2024														
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YR END TOTAL	AVERAGE PER DAY
CITATIONS	75	255	193	154	172	98	91	230	161				1,429	5.22
WARNINGS	171	528	341	249	363	242	206	377	272				2,749	10.03
CRASH REPORTS	35	16	30	19	23	21	13	23	23				203	0.74
CRIMINAL REPORTS	84	88	81	88	100	75	81	99	105				801	2.92
PATROL SECURITY CHECKS	1,170	2,015	1,257	1,358	1,657	1,369	1,156	705	1,134				11,821	43.14
POLICE CALLS FOR SERVICE	1,113	1,661	1,360	1,293	1,499	1,264	1,390	1,610	1,485				12,675	46.26
WEMS CALLS FOR SERVICE	251	237	244	267	252	230	246	309	246				2,282	8.33
WVFD CALLS FOR SERVICE	46	43	48	63	85	58	131	60	46				580	2.12
TOTAL CALLS FOR SERVICE-PD/FD/EMS	2,580	3,956	2,909	2,981	3,493	2,921	2,923	2,684	2,911				27,358	99.85
VICTIM ASSISTANCE CONTACTS	11	3	4	5	9	5	9	8	7				61	0.22
OPEN RECORDS REQUESTS	19	17	18	17	16	24	21	22	19				173	0.63
VISITOR LOG IN	37	21	18	21	16	20	36	15	29				213	0.78
911 CALL INTAKE	625	563	628	612	710	636	1,618	636	564				6,592	24.06
ANIMAL CONTROL CALLS	185	144	145	172			157	224	215				1,242	4.53
TAGGED JUNK VEHICLES	0	0	13	10	13	2	0	3					41	0.15

911 calls for September '24 were answered by WPD Telecommunicators under 10 seconds 92.38% 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:** October 20, 2024  
**To:** Joseph R. Pace, City Manager  
**From:** Roderick Semien, Public Works Director  
**Subject:** Public Works Monthly Report

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The monthly report for the Public Works Department for September 20, 2024, through October 20, 2024, is as follows:

### **Streets**

Maintenance all equipment; Completed inspections for equipment\vehicles due for the month  
 Mow and weed-eat all City right of ways  
 Street sweeper swept all City streets  
 Repair/Replace street and stop signs  
 Clean signs  
 Mowed at the Airport  
 Mowed Hwy 59 south and north  
 Mowed Santa Fe Ditch  
 Mowed Levee lots  
 Spread out dirt to level soccer field at Pleasure Park  
 Sprayed weed killer on the gutter curb on Mockingbird, fence line at Alamo yard, and barricade on N. Speed  
 Grind out the high spot on Second St between Rusk and Resident  
 Blade and reshaped Black St  
 Milled down high spots on N Fulton with planer  
 Patched driveway and gutter offset at 322 Moutray  
 Mowed, weed-eat and sprayed N Caney area that the City owns  
 Tied in the driveway and parking lot by Jr High with material  
 Milled down high spots on Hughes and Fulton at Santa Fe with planer  
 Leveled up sinkhole with asphalt at 616 Maple, Alabama, and East Ave  
 Added asphalt to drop off next to drainage outlet on N Fulton at Linn  
 Leveled up curb and gutter at 816 N Fulton  
 Scraped grass from the edge of gutter curd and sprayed weed killer  
 Dig out low spot – cave in in road on N. East Ave and refilled with limestone and black base and sealed with asphalt  
 Picked up asphalt from Waller County Asphalt  
 Placed and picked up barricades for National Night Out  
 Dig out – break concrete on the bad area on Fulton and removed debris, added cement powder and limestone, and sealed with asphalt  
 Dig out bad area on Schley and removed broken asphalt, laid cement powder, and limestone  
 Sealed patchwork on Kelly with asphalt  
 Cleared out area on Wilkes, cut tree limbs and vines  
 Brandon Filla, Socorro Martinez, and Coy Gibson attended Leadership classes offered through UTA in El Campo  
 Stockpiled delivery of black base  
 Set out and picked up barrels for Wine Fest

### **Drainage**

Cleaned catch basins during heavy rain  
 Pulled out old culverts, shot grade and filled in, tied up driveways with asphalt at 120 and 122 W. Mulberry  
 Grind out the area in the road and paved gutter curb so water can drain on Colorado

## **Facility Maintenance**

Mowing and weed eating (Croom Park 1 & 2, Guadalupe Park, City Pool, Harris Park, Shooting Range, Santa Fe Trail, Mayfair ditch, Mockingbird Park, Pleasure Park, Dinosaur Park, Riverfront Park, Guffey Park, Park on Black St, Girls Softball Park, Little League Park, Park Ln Park, City Hall, Police Dept., Fire Dept. and at Welcome to Wharton signs)

Trimming trees throughout Parks

Weed eat Santa Fe Trail

Weed eat and blow off Train Depot

Equipment maintenance

Park cleanup (Pick up and take out trash, inspect and clean bathrooms, and inspect park equipment)

Conduct routine maintenance at facilities

Sprayed at Parks and Facilities

Sprayed for mosquitos

Trimming trees along the Santa Fe Trail

Installed bench at Guadalupe Park

Added bleach to Santa Fe fountain

Cut trees at Guadalupe fence line and Riverfront Park

Colin Ladewig attended Leadership classes offered through UTA in El Campo

Put out and picked up trash cans for National Night Out

Pressured wash Riverfront Park bathrooms, tables, and sidewalk in front of bathrooms and walls

Replaced bulbs at Riverfront pavilion

Pulled weeds at Riverfront playground and sprayed

## **Water & Sewer**

Water samples from Wells

Water well readings (daily)

Sewer lift station readings (daily)

Read water meters for billing

Turned the water off for nonpayment. Did reconnects for payments received

Assisted with the follow-up list

Repaired water leak at 418 Wilkes

Repaired water leak in the 100 block of E. Caney

Repaired water leak in the 100 block of E. Milam

Turned water off and back on for contractors to Bucee's, Wal-Mart area to install an offset on the existing 12-inch waterline so it can be rerouted around the proposed effluent line for I 69 utility relocations

Located utilities at the end of S. Sheppard for Granite Construction

Worked on Santa Fe lift station pump

Flushed fire hydrants

Replaced manhole lid and ring on Azalea

Pulled pump at Milam lift station to send off and get quotes to repair or replace; down to one working pump

Broke up the area that has sunk on Kelly; the area just has settled, added material

Installed water tap for Outlar property due to new waterline for I69 utility relocation

Did water and sewer inventory for auditing

Dug up and found water and sewer lines for Granite Construction at shooting range

Repaired water leak in front of Briar Pointe Apts

Repaired water leak Junior College Blvd

Repaired water leak on Center and Koehl

Jason Miller attended Leadership classes offered through UTA in El Campo

Installed a sewer tap at 614 N. Rusk

Performed three employee evaluations

Got with Centerpoint about the issue at the Nan Ya lift station

Got with Barbee Electric about an issue at the Santa Fe lift station

Cleaning – pressure washing Alabama Well GST with the assistance of the Fire Dept

Put Valhalla Water Well back online after rehab

Gather information for TCEQ for Investigations to WWTP #1 and #2

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



# City of Wharton

Item-16.

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

## MEMORANDUM

Date: October 23, 2024  
From: Stacy Mader, Customer Service Clerk  
To: Mr. Joseph R. Pace, City Manager

**Subject: September 2024 Monthly Water / Sewer Report**

### **SEWER TREATED**

Plant # 1 (S. East Ave.)	0.689	Million Gallons per Day Capacity 1.5 MGD
Plant # 2 (Highway 59)	0.213	Million Gallons per Day Capacity 0.5 MGD

### **DRINKING WATER PUMPED**

Well #1 (Alabama Road)	9.84	Million Gallons
Well #2 (Cloud Street)	17.58	Million Gallons
Well #3 (Alabama Road)	6.48	Million Gallons
Well #4 (Valhalla Street)	0.00	Million Gallons
Well #5 (Halford Rd)	23.67	Million Gallons

Re-Read & Check for Leak	18
Miscellaneous	37
Turn off for no deposit	0
OCC Chg-Read & Leave on	12
Turn off service	35
Turn on service	33
Reconnection	33
Check sewer backup	14
Water leak	2
Locate Lines	0
Meter Maintenance	3
Turn off for repairs	6
Check for leak @ meter	7
New Meter	3
Take off vacation	1
Put on vacation	3
Water/sewer taps	0
Pull Meter	0
Get reading - curr billing	39
Check for water pressure	3
Public Work Service Requests	5
Meter Information	0
Read Check after Billing	0

**GRAND TOTALS** 254



# City of Wharton

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

## MEMORANDUM

**DATE:** October 1, 2024

**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 September 2024

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During this month, I mailed out **15** weedy lot letters. **44** properties were memorandum to be mowed. **146** 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

## MEMORANDUM

Item-16.

Date: October 01, 2024

From: Dwayne Pospisil, Airport Manager

To: Joseph R Pace, City Manager

Subject: Wharton Regional Airport Fuel Report / Fuel Inventory September 2024.

	100LL B	100LL T	JetA B	JetA T	Total
1	0				0
2					0
3				375	375
4					0
5		30	250	600	880
6	60.31				60.31
7		17.98	62.94		80.92
8		109.08			109.08
9	45.43	31.76	49.5		126.69
10	126.05		425	88	639.05
11		40.87	285		325.87
12		72.47	330		402.47
13		38.83			38.83
14		115			115
15		67.18			67.18
16		74.51	400	175	649.51
17	94.82	29.86			124.68
18		84.92			84.92
19	32.58	33.38	300		365.96
20	40.83				40.83
21	45.73	11.52			57.25
22		76.26			76.26
23	24.34				24.34
24	44	8.4			52.4
25	63	151.18	510		724.18
26		65.45			65.45
27		77.21	225	80	382.21
28	32			18.05	50.05
29		60.48			60.48
30	11.67	11.38		27.4	50.45
31					0
Total	620.76	1207.72	2837.44	1363.45	6029.37
100LL	2,211 G				
JetA	5,172 G				
Truck					
Usage	818 G				