



**CITY OF WHARTON
CITY COUNCIL REGULAR MEETING**

**Monday, March 11, 2024
7:00 PM**


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

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

Notice is hereby given that a City Council Regular Meeting will be held on Monday, March 11, 2024, at 7:00 p.m. at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to wit:

SEE ATTACHED AGENDA

Dated this 7th day of March 2024.


By: 
Tim Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Regular Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on March 7, 2024, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 7th day of March 2024.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
City Council Regular Meeting
Monday, March 11, 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. Reading of the minutes from the regular meetings held February 12, 2024, and February 26, 2024.
2. Request from Mr. Jose Infante, Barbee Addition, Block 2, Lot 7 & 8 for a 0' building line setback to place a modular home across the lot line.
3. Request from Ms. Ana Carillo, 107 E. Wayside Ave., Hawes 3, Block 3, Lot 1A for a 17' front building line setback from the required 25' setback to construct a patio cover 8' from the property line.
4. Request from Ms. Desurae Matthews of SisterSista to hold their annual Springfest on March 31, 2024, and assistance for the following:
 - A. Allow food vendors for the event.
 - B. Waive any food vendor fees.
 - C. Additional trash cans and liners.
5. Request from Ms. Traci Myers, Director of the WCJC Senior Citizens Program, to host a WCJC 5K Stride and Stroll on Saturday, March 23, 2024, at 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 pm.
 - 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 10 trash barrels and extra liners provided.
 - E. To waive all fees that may apply to this event.

6. Request from Mr. James Perez, President of the Wharton County Hispanic Chamber of Commerce, regarding a Cinco de Mayo Celebration on Saturday, May 4, 2024, and assistance for the following:
- A. Close Houston Street between Milam Street and Burleson Street on Saturday, May 4, 2024, from 8:00 a.m. to 12:00 a.m.
 - B. Close Fulton Street between Milam Street and Burleson Street on Saturday, May 4, 2024, from 8:00 a.m. to 12:00 a.m.
 - C. Waive the City of Wharton Noise Ordinance to allow DJ Music and live performances.
 - D. Waive the City of Wharton Alcohol Ordinance to allow public alcohol consumption in the Monterey Square Area only.
 - E. Waive all local permit fees.
 - F. Provide two (2) generator lights for safety and clean up.
 - G. Provide one (1) roll-off dumpster.
 - H. Provide twelve (12) trash barrels and trash bags to help keep the Downtown Area clean.
 - I. Provide barricades for the above-mentioned street closures.
 - J. Provide access to the electrical breaker or outlets on Fulton Street.
 - K. Advertise the celebration on the I-69 Digital Billboard.
 - L. Provide financial or in-kind support to help offset the event's costs.
7. Resolution: A resolution of the Wharton City Council approving a lease agreement between the City of Wharton and Wharton Little League and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
8. Resolution: A resolution of the City Council of the City of Wharton regarding Linebarger Goggan Blair & Sampson, LLP as being fully qualified as a special council to perform all legal services necessary to collect unpaid fines, fees, court costs, forfeited bonds, and restitution as provided in Texas code of criminal procedure, article 103.0031 and Section 2254.1036 of the Texas Government Code for collection of unpaid, fines, fees and court costs.
9. Resolution: A resolution of the Wharton City Council authorizing the purchase of four (4) Sapphire Multi-Therapy Infusion Pump Kits from Boundtree Medical for the Emergency Medical Services Department and authorizing the City Manager of the City of Wharton to execute all documents related to the said purchase.
10. Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 34 Health and Sanitation; Article II. Cleanliness and Sanitation of Premises; Littering; Division 1. Generally, adding Sections 34-46.2 and 34-46.3 providing that a violation of the ordinance or any part of the code as adopted hereby shall constitute a penalty upon conviction of a fine; providing for separability and setting an effective date.
11. Resolution: A resolution of the Wharton City Council authorizing an Advanced Funding Agreement for the City of Wharton School & Community Connectivity & Accessibility Project (CSJ 0913-09-133) with the Texas Department of Transportation's Transportation


Alternatives Program and authorizing the Mayor of the City of Wharton to execute the agreement.

- [12.](#) Resolution: A resolution of the Wharton City Council authorizing the submission of a response to TxDOT Wharton Area Office, Yoakum District, regarding the City's support to reduce the speed limit during construction for US 59 within the City of Wharton.
- [13.](#) Resolution: A resolution of the Wharton City Council approving Change Order No. 3 for a cost reduction at project closeout with C3 Constructors, LLC, for the Wharton Wastewater Treatment Plant #1 Coarse Screen Improvement Project and authorizing the Mayor to execute all documents related to said Change Order.
- [14.](#) Pay Request No. 7 and Final from C3 Constructors, LLC for the WWTP #1 Coarse Screen Replacement Project.
- [15.](#) Resolution: A resolution of the Wharton City Council awarding a contract for the Titus Waterline Improvements Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
- [16.](#) Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees:
 - A. Resignations.
 - B. Appointments.
 - C. Vacancies.
- [17.](#) City Council Boards, Commissions, and Committee Reports:
 - A. Finance Committee meeting held February 26, 2024.

Adjournment.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Reading of the minutes from the regular meetings held February 12, 2024, and February 26, 2024.
<p>Attached you will find the draft minutes from the regular meetings held February 12, 2024, and February 26, 2024.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL REGULAR MEETING
FEBRUARY 12, 2024**

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

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

Councilmembers absent were: None.

Staff members present were: City Manager, Joseph R. Pace; City Attorney, Paul Webb; Finance Director, Joan Anandel; Assistant City Manager, Paula Favors, TRMC, CPM, MMC, IPMA-CP; Assistant to the City Manager, Brandi Jimenez; Planning and Development Director, Gwyn Teves; Police LT., Lane Bothell; Code Enforcement Officer, Nathan Vogt, Building Official, Claudia Velasquez; EMS Director, Christy Gonzales, and Police Chief, Terry David Lynch.

Visitors present were: Marchelle Pettibone, Vice President of the Wharton County Farmer's Market, Ryan Salazar; Richard Lockley; Sara Lockely, Sam Scinta, Jr. with the Wharton Journal Spectator.

Roll Call and Excused Absences.

All Councilmembers were present.

Public Comments.

Mayor, Tim Barker, called for Public Comments. No comments were given.

Wharton Moment.

Mayor, Tim Barker, called for Wharton Moments.

Councilmember, Steve Schneider, stated Dr. Huat Mang passed away on February 8, 2024.

City Manager, Joseph R. Pace, stated the Code Enforcement Department had been recognized by the Code Enforcement Association of Texas (CEAT) as a member of the agency for 2023-2024.

Review and Consider:

The first item on the agenda was to review and consider the reading of the minutes from the regular meetings held on January 8, 2024, and January 22, 2024. After some discussion, Councilmember,

Russell Machann, moved to approve the reading of the minutes from the regular meetings held on January 8, 2024, and January 22, 2024. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider a request from Mr. Burnell Neal to relocate a house to a new property that will cross a portion of City-owned property. Councilmember, Burnell Neal, stepped down from the dais and presented a copy of his request to relocate a house to a new property that would cross a portion of City-owned property. After some discussion, Councilmember, Terry Freese moved to approve the request from Mr. Burnell Neal to relocate a house to a new property that will cross a portion of City-owned property pending the approval of being awarded the house. Councilmember, Russell Machann, seconded the motion. Councilmember, Burnell Neal, abstained. The motion carried.

The third item on the agenda was to review and consider a request from Mr. Jon Cochrum for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3)(b) harvest to grow hay permit application after the December 31st deadline. Code Enforcement Officer, Nathan Vogt, presented a copy of the request from Mr. Jon Cochrum for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3)(b) harvest to grow hay permit application after the December 31st deadline. After some discussion, Councilmember, Burnell Neal, moved to approve the request from Mr. Jon Cochrum for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3)(b) harvest to grow hay permit application after the December 31st deadline until December 31, 2024. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a request from Mr. Jason Stavena for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3) (b) hay lot approval before December 31st and Section 34-51 (3) (c) requirements to grow and harvest hay for under five acres and single ownership. Code Enforcement Officer, Nathan Vogt, presented a copy of the request from Mr. Stavena regarding a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3) (b) hay lot approval before December 31st and Section 34-51 (3) (c) requirements to grow and harvest hay for under five acres and single ownership. After some discussion, Councilmember, Terry Freese, moved to approve the request from Mr. Jason Stavena for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3) (b) hay lot approval before December 31st and Section 34-51 (3) (c) requirements to grow and harvest hay for under five acres and single ownership until December 31, 2024. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fifth item on the agenda was to review and consider a request from Mr. David Bowlin, on behalf of A2J Construction, LLC, for a temporary variance of Chapter 38 Manufactured Housing, Mobile Homes & Travel Trailers; Article II Requirements concerning Mobile Homes, Manufactured Housing and Recreational Vehicles; Division 3 – Recreational Vehicles for temporary placement of a travel trailer at 500 Abell Street. Building Official, Claudia Velasquez, presented a copy of the request from Mr. David Bowlin, on behalf of A2J Construction, LLC, for a temporary variance of Chapter 38 Manufactured Housing, Mobile Homes & Travel Trailers; Article II Requirements concerning Mobile Homes, Manufactured Housing and Recreational

Vehicles; Division 3 – Recreational Vehicles for temporary placement of a travel trailer at 500 Abell Street. Building Official, Velasquez stated the recommendation by the City Staff was for a six (6) month variance while renovations of the building were being done to be utilized as a construction trailer only. After some discussion, Councilmember, Burnell Neal, moved to approve a temporary variance of Chapter 38 Manufactured Housing, Mobile Homes & Travel Trailers; Article II Requirements concerning Mobile Homes, Manufactured Housing and Recreational Vehicles; Division 3 – Recreational Vehicles for temporary placement of a travel trailer at 500 Abell Street for six (6) months while renovations of the building were being done to be utilized as a construction trailer only. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The sixth item on the agenda was to review and consider a request from Ms. Elizabeth Ewing on behalf of 902 W. Milam St., Wharton, Block 62, Lot 10 for a variance to encroach the alleyway between the leased property and the CenterPoint property. Director of Planning & Development, Gwyn Teves, presented a request from Ms. Elizabeth Ewing on behalf of 902 W. Milam St., Wharton, Block 62, Lot 10 for a variance to encroach the alleyway between the leased property and the CenterPoint property. Mrs. Teves stated the Planning Commission had met and was recommending this item to the City Council for consideration. After some discussion, Councilmember, Russell Machann, moved to approve the recommendation of the Planning Commission allowing a zero-lot line setback for 902 W. Milam St., Wharton, Block 62, Lot 10. Councilmember, Terry Freese, seconded the motion. Councilmember, Burnell Neal, voted against the motion. Councilmembers, Steve Schneider, Don Mueller, and Larry Pittman voted for the motion. The motion carried.

The seventh item on the agenda to review and consider was a request from Ms. Latoya Williams of 120 W. Mulberry Ave., Hawes, Block 6, Lot 12 & 13 for a variance to build over the property line of 2 adjoining lots for new residential construction. Director of Planning & Development, Gwyn Teves, presented a copy of the request from Ms. Latoya Williams of 120 W. Mulberry Ave., Hawes, Block 6, Lot 12 & 13 for a variance to build over the property line of 2 adjoining lots for new residential construction. Mrs. Teves stated the Planning Commission met and was recommending this item to the City Council for consideration. After some discussion, Councilmember, Terry Freese, moved to approve the request from Ms. Latoya Williams of 120 W. Mulberry Ave., Hawes, Block 6, Lot 12 & 13 for a variance to build over the property line of 2 adjoining lots for new residential construction. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The eighth item on the agenda was to review and consider a request from Mr. Richard Lockley of Wharton Feed and Supply for a fee waiver of a temporary certificate of occupancy. Director of Planning & Development, Gwyn Teves, presented a copy of the request from Mr. Richard Lockley of Wharton Feed and Supply for a fee waiver of a temporary certificate of occupancy for 3030 N. Richmond Road in the amount of \$500.00. After some discussion, Councilmember, Russell Machann, moved to approve the request from Mr. Richard Lockley of Wharton Feed and Supply for a fee waiver of a temporary certificate of occupancy in the amount of \$500. Councilmember,

Terry Freese, seconded the motion. Mayor, Tim Barker, recused himself from the item. The motion carried.

The ninth item on the agenda was to review and consider a request from the Wharton County Farmers Market for the following:

- A. Use of Riverfront Park for the Wharton County Farmers Market for the Spring Market from March 16, 2024, through July 13, 2024, and Fall Market from September 28, 2024, through December 21, 2024.
- B. Allow glass containers.
- C. Waive all park fees.
- D. Allow placement of off-premise outdoor advertising display signs.

Ms. Marchelle Pettibone, Vice President of the Wharton County Farmer’s Market, stated that she was requesting the use of Riverfront Park for the Spring Market starting on March 16, 2024, and ending on July 13, 2024, and the Fall Market starting on September 28, 2024, and ending on December 21, 2024. Ms. Pettibone said the hours of the market would be from 7:00 a.m. to allow for set up and opening from 9:00 a.m. to 1:00 p.m. She said she was also requesting permission to allow glass containers in Riverfront Park. After some discussion, Councilmember, Terry Freese, moved to approve the request from the Wharton County Farmers Market for the afore mentioned items A. through D. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The tenth item on the agenda was to review and consider a request from the Beautification Commission for approval of the Rules for the Santa Fe Trail Dog Park. Code Enforcement Officer and Liaison for the Beautification Committee, Nathan Vogt, presented a copy of the Rules for the Santa Fe Trail Dog Park. City Attorney Paul Webb stated he had reviewed and approved the rules. After some discussion, Councilmember, Russell Machann, moved to approve the request from the Beautification Commission for approval of the Rules for the Santa Fe Trail Dog Park. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The eleventh item on the agenda was to review and consider a resolution of the Wharton City Council authorizing the submission of an application to the Governor’s Office Criminal Justice Division to replace in-car cameras for the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said submission. Chief of Police, Terry David Lynch, stated the Wharton Police Department would like to apply for a grant through the Governor’s Office – Criminal Justice Division to replace their current in-car cameras. Chief Lynch said the grant would be funneled through the Houston Galveston Area Council under the Criminal Justice Grant (JAG) Program. He said that if awarded the City Staff would come back to the Council for acceptance. Chief Lynch stated the grant included purchasing ten (10) in-car cameras, a new server, maintenance, and a warranty totaling \$104,180.00. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-13, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-13**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE GOVERNOR’S OFFICE CRIMINAL JUSTICE DIVISION TO REPLACE IN-CAR CAMERAS FOR THE WHARTON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID SUBMISSION.

WHEREAS, The City of Wharton City Council wishes to submit an application to the Governor’s Office Criminal Justice Division to replace current in-car cameras for the Wharton Police Department; and,

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

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

SECTION I. The Wharton City Council hereby approves the submission of an application to the Governor’s Office Criminal Justice Division to replace current in-car cameras for the Wharton Police Department.

SECTION II. The City designates the Mayor as the person authorized to sign all forms related to the preparation of the application.

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

PASSED, APPROVED, and ADOPTED this 12th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The twelfth item on the agenda was to review and consider a resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2022-110 and approving new rates for Emergency Medical Services. EMS Director, Christy Gonzales, presented a copy of a memorandum regarding EMS rates. EMS Director Gonzales stated the City Staff, met and

reviewed the current EMS rates being charged for services and had recommended changes. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-14, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-14**

A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING THE CITY OF WHARTON RESOLUTION NO. 2022-110 AND APPROVING NEW RATES FOR EMERGENCY MEDICAL SERVICES.

WHEREAS, The City Council of the City of Wharton established rates in accordance with Resolution No. 2022-110; and,

WHEREAS, The City wishes to establish new charges and rates for emergency medical services; and,

WHEREAS, The City Council of the City of Wharton wishes to authorize the Emergency Medical Services Director to enforce said charges and the applicable fees.

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

Section I. The City Council of the City of Wharton hereby adopts the charges and fees for emergency medical services as described in Exhibit A.

Section II. The City Council of the City of Wharton hereby authorizes the Emergency Medical Services Director and his duly authorized representative to enforce charges and the applicable fees.

Section III. That Resolution No. 2022-110 shall become null and void on February 12, 2024.

Section IV. That this resolution shall become effective on February 12, 2024.

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The thirteenth item on the agenda was to review and consider a resolution of the Wharton City Council awarding a contract for the Wharton Police Department Roof Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract. Finance Director, Joan Anandel, stated the City Staff had obtained bids for the Wharton Police Department Roof Project. Mrs. Anandel said that all three bids received are members of the TIPS Co-operative Program as follows:

1. Monument Roofing Systems \$48,540.00
2. Jaco Roofing and Construction \$76,500.00
3. Brazos Commercial Roofing \$109,375.00

She said the Finance Committee met on Monday, February 12, 2024, to consider the proposals and recommended the City Council consider awarding the contract to Monument Roofing Systems. After some discussion, Councilmember, Burnell Neal, moved to approve City of Wharton Resolution No. 2024-15, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-15**

A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDING A CONTRACT FOR THE WHARTON POLICE DEPARTMENT ROOF PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.

WHEREAS, Bids were received for the Wharton Police Department Roof Project; and,

WHEREAS, Monument Roofing Systems was deemed the best lowest qualified bidder in the amount of \$48,540.00; and,

WHEREAS, The Wharton City Council wishes to award a contract to Monument Roofing Systems for the Wharton Police Department Roof Project in the amount of \$48,540.00; and,

WHEREAS, The City of Wharton and Monument Roofing Systems wish to be bound by the conditions as set forth in the agreement; and,

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

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

- Section I.** The Wharton City Council hereby authorizes the Mayor to execute a contract for the Wharton Police Department Roof Project to Monument Roofing Systems in the amount of \$48,540.00.
- Section II.** The City of Wharton and Monument Roofing Systems are hereby bound by the conditions as set forth in the agreement.
- Section III.** That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Russell Machann, seconded the motion.

The fourteenth item on the agenda was to review and consider the City of Wharton Proficiency Allowances:

- A. Resolution: A resolution of the Wharton City Council updating the proficiency allowance for the City of Wharton Employees.

City Secretary, Paula Favors, stated the updating of the proficiency allowances the City offers its employees was presented to the City Council Finance Committee but the item would be brought back at a future meeting to allow time to further review the request. After some discussion, no action was taken.

The fifteenth item on the agenda was to review and consider a resolution of the Wharton City Council approving a revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code for the Failure to Appear Program with the Wharton Municipal Court and to authorize the Mayor of the City of Wharton to execute a revised interlocal cooperation contract with the Texas Department of Public Safety. City

Secretary, Paula Favors, presented information regarding the revised Interlocal Cooperation Contract for the Failure to Appear Program through the Texas Department of Public Safety. Mrs. Favors stated the Wharton City Council approved a contract originally on February 25, 2019, to improve court collection and compliance and to comply with mandated State Collection Improvement Program requirements. She said that due to changes in the 88th Legislative Session, the Department revised the FTA contract (ICC) and the City of Wharton was required to sign a new contract to continue with the program. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-17, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-17**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A REVISED CONTRACT OFFERED BY THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO ACCOMMODATE CHAPTER 706 OF THE TEXAS TRANSPORTATION CODE FOR THE FAILURE TO APPEAR PROGRAM WITH THE WHARTON MUNICIPAL COURT AND TO AUTHORIZE THE MAYOR OF THE CITY OF WHARTON TO EXECUTE A REVISED INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, The City of Wharton participates in the Failure to Appear Program; and,

WHEREAS, The Wharton City Council wishes to continue participating in the said program and to enter into a revised Interlocal Cooperation Contract with the Texas Department of Public Safety to meet requirements of House Bill 291; and,

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

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

Section I. The City of Wharton hereby approved the City of Wharton’s participation in the Failure to Appear Program.

Section II. The Mayor of the City of Wharton is hereby authorized to execute a revised Interlocal Cooperation Contract with the Texas Department of Public Safety to implement the program

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

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The sixteenth item on the agenda was to review and consider the Scope of Qualifications for the City of Wharton CDBG-DR Buyout Program Demolition Services funded and administered through the Texas General Land Office (GLO) Administration. The City Staff solicited Scopes of Qualifications for demolition services in reference to the City of Wharton CDBG-DR Buyout Program. Director of Planning & Development, Gwyn Teves, stated the Scopes of Qualifications were received at City Hall and needed to be evaluated to select the most advantageous submissions to request cost proposals. Mrs. Teves said the Scopes of Qualifications were received from the following:

1. DSW Homes LLC
2. Sitek Omni Services
3. Grant Mackay
4. Albo LLC
5. C4 Land Management
6. JW Turner Construction
7. Triple J Demo

Director of Planning and Development, Teves, stated the City Council Finance Committee met on Monday, February 12, 2024, to score the Scopes of Qualifications and were recommending the City Council consider approving sending a request for quotes to DSW Homes LLC and JW Turner Construction. After some discussion, Councilmember, Don Mueller, moved to approve sending a request for quotes to DSW Homes LLC and JW Turner Construction. Councilmember, Russell Machann, seconded the motion. All voted in favor.

The seventeenth item on the agenda was to review and consider a resolution of the Wharton City Council approving Change Order No. 10, for additional contract time with Weisinger, Inc., for the Wharton Well and Water Plant Project and authorizing the Mayor to execute all documents related to said change order. Director of Planning & Development, Gwyn Teves, presented a copy of the Wharton Well & Water Plant – Contract #2 (Water Well), Change Order No. 10 from Weisinger, Inc., for additional time to the contract in the amount of 30 days. Mrs. Teves stated the extension was being requested due to multiple delays on the part of E-Contractors – Contract #1. She said this would move the contract completion date to March 7, 2024. Planning Director Teves said that as of January 26, 2024, the well had been pumping water and final action items were being

completed and this extension would allow Weisinger to finalize any punch list items and perform any final paperwork to complete the contract. After some discussion, Councilmember, Larry Pittman, moved to approve the City of Wharton Resolution No. 2024-18, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-18**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING CHANGE ORDER NO. 10, FOR ADDITIONAL CONTRACT TIME WITH WEISINGER, INC., FOR THE WHARTON WELL AND WATER PLANT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CHANGE ORDER.

WHEREAS, The Wharton City Council wishes to approve Change Order No. 10, for additional contract time with Weisinger, Inc., for the Wharton Well and Water Plant Project; and,

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

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

Section I. The Wharton City Council hereby authorizes Change Order No. 10, for 30 additional days to the contract with Weisinger, Inc., for the Wharton Well and Water Plant Project.

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

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

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Steve Schneider, seconded the motion. All voted in favor.

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

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

After some discussion, no action was taken.

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

- A. Finance Committee meeting held January 22, 2024.

After some discussion, no action was taken.

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

The meeting adjourned at 7:38 p.m.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL REGULAR MEETING
FEBRUARY 26, 2024**

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

Councilmembers present were: Mayor, Tim Barker, and Councilmembers, Terry Freese; Russell Machann; Burnell Neal; Larry Pittman, and Steve Schneider.

Councilmember absent was: Don Mueller.

Staff members present were: City Manager, Joseph R. Pace; Assistant City Attorney, Amy Rod; Finance Director, Joan Anandel; Assistant City Manager, Paula Favors, TRMC, CPM, MMC, IPMA-CP; Assistant to the City Manager, Brandi Jimenez; Planning and Development Director, Gwyn Teves; Public Works Director, Roderick Semien, Patrol Lt. Lance Bothell; Police Chief Terry David Lynch; EMS Director, Christy Gonzales; Lt. Ariel Soltura, and Building Official, Claudia Velasquez.

Visitors present were: Ryan L. Salazar; Tommy Wells; Walter Garrett; Richard Lockley; Sarah Lockley, and Sam Scinta, Jr. with the Wharton Journal Spectator.

Roll Call and Excused Absences.

Councilmember, Russell Machann, moved to excuse Councilmember, Don Mueller. Councilmember, Terry Freese, seconded the vote. All voted in favor.

Public Comments.

Mayor, Tim Barker, called for Public Comments. No comments were made.

Wharton Moment.

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

Review and Consider:

The first item on the agenda was to review and consider the City of Wharton Financial Report for January 2024. Finance Director, Joan Anandel, presented the City of Wharton Financial Report for January 2024. After some discussion, Councilmember, Russell Machann, moved to approve the City of Wharton Financial Report for January 2024. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The second item on the agenda to view and consider was a request from Mr. Joel Charles and Ms. Barbara Galbreath for the City of Wharton to clean up a City alley. City Manager, Joseph R. Pace, presented a request from Mr. Charles and Ms. Galbreath regarding the clean-up of a City alley. City Manager, Pace stated Mr. Charles and Ms. Galbreath were not in attendance to discuss their request. After some discussion, no action was taken.

The third item on the agenda was to review and consider a request from Ms. Gladys Alas of 1902 N. Richmond Rd., Sols, Block 4, Lots 1, 1A, 2B & 2B-1 for a 0' side building line setback variance to build a carport over the existing concrete foundation. Director of Planning & Development, Gwyn Teves, presented a copy of a request from Ms. Gladys Alas of 1902 N. Richmond Rd., Sols, Block 4, Lots 1, 1A, 2B & 2B-1 for a 0' side building line setback variance to build a carport over the existing concrete foundation. Mrs. Teves stated the Planning Commission met on Monday, February 19, 2024, and voted to recommend this item to the City Council for consideration. After some discussion, Councilmember, Terry Freese, moved to approve the request from Ms. Gladys Alas of 1902 N. Richmond Rd., Sols, Block 4, Lots 1, 1A, 2B & 2B-1 for a 0' side building line setback variance to build a carport over the existing concrete foundation. Councilmember, Burnell Neal, seconded the motion. All voted in favor.

The fourth item on the agenda to review and consider was a resolution of the Wharton City Council approving a Memorandum of Understanding between the City of Wharton and Wharton Feed and Supply and authorizing the City Manager of the City of Wharton to execute all documents related to said Memorandum of Understanding. Director of Planning & Development, Gwyn Teves, stated Wharton Feed and Supply had been under construction for its new location and expansion with Ace Hardware at 3030 North Richmond Road and to assist them in eliminating further delays in opening it was discussed with Mr. & Mrs. Lockley on February 5, 2024, to issue a Temporary Certificate of Occupancy (CO) pending approval of all required Final Structural, Mechanical, Electrical, Plumbing, and Fire Inspections, a Temporary CO could be issued with a Memorandum of Understanding for continued design and construction of their drainage for the site. Mrs. Teves said the Memorandum of Understanding intended to establish an agreement that Wharton Feed and Supply would continue to perform the required design and construction for the site detention and drainage within a timely manner. She said that once all drainage and detention had been completed and the inspection was approved, a final Certificate of Occupancy could be issued with approval. Mrs. Teves stated City Attorney, Paul Webb, had reviewed and approved the MOU. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-19, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-19**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHARTON AND WHARTON FEED AND SUPPLY AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID MEMORANDUM OF UNDERSTANDING.

WHEREAS, The City of Wharton City Council wishes to approve a Memorandum of Understanding with Wharton Feed and Supply for the issuance of a Temporary Certificate of Occupancy prior to drainage construction being completed on the property; and,

WHEREAS, Wharton Feed and Supply will continue to work on and complete the design and construction of the onsite drainage facilities. Wharton Feed and Supply will provide an update to the City 30 days prior to the expiration of the Temporary Certificate of Occupancy; and,

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

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

SECTION I. The Wharton City Council hereby approves the Memorandum of Understanding with Wharton Feed and Supply for the issuance of a Temporary Certificate of Occupancy prior to drainage construction being completed on the property.

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

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

PASSED, APPROVED, and ADOPTED this 26th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The fifth item on the agenda was to review and consider the Wharton Police Department Annual Contact Report for 2023. Police Chief, Terry David Lynch, presented a copy of the memorandum dated February 13, 2024, submitting the City of Wharton 2023 Annual Contact Report (Racial

Profiling Report) in accordance with Senate Bill 1074. Chief Lynch presented the City of Wharton Annual Contact Report for 2023, to the City Council. After some discussion, Councilmember, Terry Freese, moved to approve the City of Wharton Annual Contact Report for 2023. Councilmember, Russell Machann, seconded the motion. All voted in favor.

The sixth item on the agenda was to review and consider a resolution of the Wharton City Council authorizing the submission of an application to the Office of the Governor, Operation Lone Star for the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said submission. Patrol Lt., Lance Bothell, stated that in October 2021, the Wharton Police Department applied for a grant through the Office of the Governor, Operation Lone Star, and the Department was awarded the grant. Lt Bothell said the grant was a two-year grant that expired on August 31, 2023, and the Department applied for another Operation Lone Star grant at that time, but it was denied. He said the City Staff was asking for permission to apply for this grant again to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates. Lt. Bothell stated the new grant covered the period from September 1, 2024, to August 31, 2025 (one year), and if awarded the City Staff would come back to the Council for acceptance. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-20, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-20**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, OPERATION LONE STAR FOR THE WHARTON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID SUBMISSION.

WHEREAS, The City of Wharton City Council wishes to submit an application to the Office of the Governor, Operation Lone Star for the Wharton Police Department to enhance interagency border security operations by including the facilitation of direct actions to deter and interdict criminal activity and detain non-citizen inmates; and,

WHEREAS, Said grant is for a one (1) year period beginning September 1, 2024, and ending on August 31, 2025; and,

WHEREAS, If awarded, the grant would be in the amount of \$214,552.04 and would fund a full-time sworn officer position, a vehicle, and all associated equipment; and,

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

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

SECTION I. The Wharton City Council hereby approves the submission of an application to the Office of the Governor, Operation Lone Star for the Wharton Police Department.

SECTION II. The City designates the Mayor as the person authorized to sign all forms related to the preparation of the application.

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

PASSED, APPROVED, and ADOPTED this 26th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The seventh item on the agenda to review and consider was a resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2024-14 and approving new rates for emergency medical services. EMS Director, Christy Gonzales, presented a copy of the current and recommended change to the City of Wharton Ambulance Fee Schedule for only the mileage beyond seventeen (17) miles. EMS Director Gonzales stated this change had been discussed with Debra Medina with Prudentia, the current ambulance services biller; Finance Director, Joan Anandel, and herself. She said this item was inadvertently not changed on Resolution 2024-11 passed by the City Council on February 12, 2024. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-21, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-21**

A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING THE CITY OF WHARTON RESOLUTION NO. 2024-14 AND APPROVING NEW RATES FOR EMERGENCY MEDICAL SERVICES.

WHEREAS, The City Council of the City of Wharton established rates in accordance with Resolution No. 2024-14; and,

WHEREAS, The City wishes to establish new charges and rates for emergency medical services;
and,

WHEREAS, The City Council of the City of Wharton wishes to authorize the Emergency Medical Services Director to enforce said charges and the applicable fees.

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

Section I. The City Council of the City of Wharton hereby adopts the charges and fees for emergency medical services as described in Exhibit A.

Section II. The City Council of the City of Wharton hereby authorizes the Emergency Medical Services Director and his duly authorized representative to enforce charges and the applicable fees.

Section III. That Resolution No. 2024-14 shall become null and void on February 26, 2024.

Section IV. That this resolution shall become effective on February 26, 2024.

Passed, Approved, and Adopted this 26th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The eighth item on the agenda was to review and consider a resolution of the Wharton City Council approving an amended contract between the City of Wharton and Wharton County for Emergency Medical Services for Ambulance Transports and authorizing the Mayor of the City of Wharton to execute all documents relating to said contract. EMS Director, Christy Gonzales, presented a draft copy of the contract and draft resolution for Emergency Medical Services for Ambulance Transports between the City of Wharton and Wharton County. Director Gonzales stated there was

one change from the previous contract and Exhibit A had been updated to reflect current Medicare allowable fees. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-22, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-22**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AMENDED CONTRACT BETWEEN THE CITY OF WHARTON AND WHARTON COUNTY FOR EMERGENCY MEDICAL SERVICES FOR AMBULANCE TRANSPORTS AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACT.

WHEREAS, The City of Wharton wishes to enter into an amended contract with Wharton County for Emergency Medical Services for Ambulance Transports; and,

WHEREAS, The Wharton City Council and Wharton County wishes to be bound by the conditions as set forth in the contract; and,

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

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

Section I. That the Wharton City Council hereby approves the amended contract with Wharton County for Emergency Medical Services for Ambulance Transports.

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

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

Passed, Approved, and Adopted this 26th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The ninth item on the agenda to review and consider was a resolution of the Wharton City Council authorizing and ratifying the emergency repairs at the Alabama Water Plant and authorizing the City Manager of the City of Wharton to execute all documents related to said ratification. Public Works Director, Roderick Semien, presented a copy of his memorandum explaining the emergency motor repairs at the Alabama Water Plant due to an electrical voltage surge. Director Semien stated Barbee Electric Services was contacted for an assessment, and it was determined that both motors were damaged. He said that Burke's Mechanical Service was contacted, and both motors were pulled to be disassembled and inspected and they were able to install a temporary rental motor, to continue water services to the City from these wells. Mr. Semien stated to reduce rental costs, it was decided to approve the estimate for repairs on both motors on February 14, 2024. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-23, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-23**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING AND RATIFYING THE EMERGENCY REPAIRS AT THE ALABAMA WATER PLANT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID RATIFICATION.

WHEREAS, The Public Works Department had to make emergency repairs due to damage on well motors at the Alabama Water Plant due to an electrical voltage surge; and,

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

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

Section I. The Wharton City Council hereby authorizes the City Manager of the City of Wharton to execute all documents related to the emergency repairs due to an electrical voltage surge on the well motors at the Alabama Water Plant.

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

Passed, Approved, and Adopted this 26th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS

City Secretary

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

The tenth item on the agenda was to review and consider the City of Wharton Proficiency Allowances:

- A. Resolution: A resolution of the Wharton City Council updating the proficiency allowance for the City of Wharton Employees.

City Secretary, Paula Favors, presented a copy of a draft resolution updating the proficiency allowances the City offers its employees. City Secretary Favors stated that although some proficiency allowances had been in place for several years, the City Staff was recommending updating this resolution to add Bilingual Proficiency, Basic Animal Control Officer Proficiency Pay, and Water License D Proficiency Pay. Mrs. Favors said at the February 12, 2024, Finance Committee meeting concerns were brought forth regarding the Bilingual Proficiency Pay and how it would be administered. She said those issues were addressed with the Finance Committee to answer all questions. City Secretary Favors stated the City Council Finance Committee met on Monday, February 26, 2024, and was recommending the City Council consider approving the proficiency allowances. After some discussion, Councilmember, Larry Pittman, moved to approve the City of Wharton Resolution No. 2024-24, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-24**

**A RESOLUTION OF THE WHARTON CITY COUNCIL UPDATING THE
PROFICIENCY ALLOWANCE FOR THE CITY OF WHARTON EMPLOYEES.**

WHEREAS, the Wharton City Council has determined there is a need to improve education for City of Wharton employees; and,

WHEREAS, the Wharton City Council wishes to rescind any previous resolution prior to this date for proficiency allowance; and,

WHEREAS, the Wharton City Council wishes to update and formalize said policy in resolution form; and,

WHEREAS, the Wharton City Council hereby has established a proficiency allowance policy for the City of Wharton employees; and,

WHEREAS, the Wharton City Council wishes to authorize proficiency allowance for the City of Wharton Employees who hold current certifications; and,

WHEREAS, the Wharton City Council approves this policy in the fiscal year’s budget; and,

WHEREAS, the Wharton City Council wishes to authorize the City Manager to implement the policies and procedures as set forth in this proficiency allowance resolution.

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 City of Wharton employee’s proficiency allowance policy, as follows:

Public Works Department:

Water License D	\$ 50.00 per month
Water License C	\$100.00 per month
Water License B	\$150.00 per month
Water License A	\$200.00 per month
Wastewater License C	\$100.00 per month
Wastewater License B	\$150.00 per month
Wastewater License A	\$200.00 per month
Sewer Collection I	\$75.00 per month
Sewer Collection II	\$100.00 per month
Sewer Collection III	\$150.00 per month
TDA Pesticide Applicators License	\$100.00 per month
Certified Applicator Technician	\$50.00 per month
Commercial Driver’s License Class A	\$50.00 per month
Commercial Driver’s License Class A Haz-Mat	\$75.00 per month
Underground Storage Tank Class C	\$100.00 per month
Underground Storage Tank Class A & B	\$175.00 per month

Police Department:

Police Officer Intermediate Certificate	\$80.00 per month
Police Officer Advanced Certificate	\$120.00 per month
Police Officer Master Certificate	\$200.00 per month

Communications:

Intermediate Telecommunicator	\$80.00 per month
Advanced Telecommunicator	\$120.00 per month

Master Telecommunicator \$200.00 per month

Animal Control:

Basic Animal Control Officer \$100.00 per month

City Secretary:

Texas Registered Municipal Clerk (TRMC) \$125.00 per month

Master Public Information Officer (FEMA) \$50.00 per month

Municipal Court:

Certified Court Clerk Level I \$25.00 per month

Certified Court Clerk Level II \$50.00 per month

Certified Municipal Court Clerk \$75.00 per month

Code Enforcement:

Certified Flood Plain Manager \$100.00 per month

Texas Code Enforcement Officer License II \$50.00 per month

Texas Code Enforcement Officer License III \$75.00 per month

All:

Certified Public Manager (CPM) \$100.00 per month

Certified Public Accountant (CPA) \$100.00 per month

Bilingual (Spanish Only) \$100.00 per month

*See "Exhibit A" attached – Procedures outlined in Policy Book

Section. II. That the Wharton City Council hereby authorizes the City Manager to implement the policies and procedures as set forth in this policy.

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

Passed, Approved, and Adopted this the 26th day of February 2024.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The eleventh item on the agenda to review and consider was an ordinance vacating, abandoning, and closing a fifty (50) foot Right-of-Way Easement being an extension of Dennis Street throughout Lot 17, City of Wharton, Wharton County, Texas. Director of Planning & Development, Gwyn Teves, presented a copy of the request from Judge Phillip Spenrath on behalf of Wharton County to vacate the dedicated 50-foot right-of-way easement for Dennis Street, commencing at Milam Street and extending 100 feet in a southerly direction. Mrs. Teves stated the Planning Commission met and was recommending this item to the City Council for consideration. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Ordinance No. 2024-04, which read as follows:

**CITY OF WHARTON
ORDINANCE NO. 2024-04**

AN ORDINANCE VACATING, ABANDONING, AND CLOSING A FIFTY (50) FOOT RIGHT-OF-WAY EASEMENT BEING AN EXTENSION OF DENNIS STREET THROUGHOUT LOT 17, CITY OF WHARTON, WHARTON COUNTY, TEXAS.

WHEREAS, Wharton County, being the owner of the property on either side and adjoining said portion of said right-of-way easement, has filed its request that said right-of-way easement be closed, abandoned, and vacated; and,

WHEREAS, The above-described right-of-way easement is obsolete and is not being used for any utility services and does not anticipate any future need or use of said easement; and,

WHEREAS, The Mayor and City Council of Wharton, Texas deem it desirable and proper to close, abandon, and vacate the above-described easement.

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

Section I. The City of Wharton City Council closes, abandons, and vacates the above-described right-of-way easement, also shown on “Exhibit A” and that title thereto vest to the center of said easement to the property owner on either side.

Section II. The City Secretary is hereby directed to file with the County Clerk of Wharton, Texas, a certified copy of this ordinance.

Section III. This ordinance shall become effective immediately upon its passage.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Wharton, Texas, on the 26th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

APPROVED AS TO FORM:

PAUL WEBB
City Attorney

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

The twelfth item on the agenda was to review and consider a resolution of the Wharton City Council approving the renewal of the Memorandum of Understanding with the Caney Creek Conservation Foundation regarding the use of Guadalupe Park and authorizing the Mayor of the City of Wharton to execute all documents related to said Memorandum of Understanding. Director of Planning & Development, Gwyn Teves, stated the City of Wharton City Council approved a Memorandum of Understanding (MOU) with the Caney Creek Conservation Foundation on March 28, 2022, in reference to the use of Guadalupe Park. Mrs. Teves said Mr. Garrett and the Foundation had maintained a Community Garden at Guadalupe Park in good condition and the arrangement has been advantageous to the park and the neighborhood. She said Mr. Garrett and the Foundation would like to request a two (2) year renewal of the MOU effective March 28, 2024, until March 28, 2026. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-25, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-25**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE RENEWAL OF THE MEMORANDUM OF UNDERSTANDING WITH THE CANEY CREEK CONSERVATION FOUNDATION REGARDING THE USE OF GUADALUPE PARK AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID MEMORANDUM OF UNDERSTANDING.

WHEREAS, The City of Wharton City Council wishes to approve a renewal of the Memorandum of Understanding with the Caney Creek Conservation Foundation regarding the use of Guadalupe Park; and,

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

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

SECTION I. The Wharton City Council hereby approves the renewal of the Memorandum of Understanding with the Caney Creek Conservation Foundation regarding the use of Guadalupe Park for two years.

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

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

PASSED, APPROVED, and ADOPTED this 26th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

Councilmember, Burnell Neal, seconded the motion. All voted in favor.

The thirteenth item on the agenda was to review and consider Pay Request No. 13 from E-Contractors for the Wharton Well and Water Plant Contract No. 1-General Construction. Director of Planning & Development, Gwyn Teves, presented a copy of Pay Request No. 13 from E-Contractors for the Wharton Well and Water Plant Contract No. 1-General Construction in the amount of \$25,039.95. After some discussion, Councilmember, Russell Machann, moved to approve Pay Request No. 13 from E-Contractors for the Wharton Well and Water Plant Contract No. 1-General Construction in the amount of \$25,039.95. Councilmember, Larry Pittman, seconded the motion. Councilmember, Terry Freese, voted against the motion. Councilmembers, Burnell Neal; Steve Schneider; Russell Machann, and Larry Pittman voted for the motion. The motion carried.

The fourteenth item on the agenda was to review and consider Pay Request No. 8, No. 8a, and No. 9 (final) from Weisinger, Inc., for the Wharton Well and Water Plant Contract No. 2-Well Construction. Director of Planning and Development, Gwyn Teves, presented a copy of Pay Request No. 8 in the amount of \$12,675.00, No. 8a in the amount of \$4,791.77, and No. 9 (final) in the amount of \$22,911.11 from Weisinger, Inc., for the Wharton Well and Water Plant Contract No. 2-Well Construction. After some discussion, Councilmember, Russell Machann, moved to approve Pay Request No. 8 in the amount of \$12,675.00, No. 8a in the amount of \$4,791.77, and No. 9 (final) in the amount of \$22,911.11 from Weisinger, Inc., for the Wharton Well and Water Plant Contract No. 2-Well Construction. Councilmember, Terry Freese, seconded the motion. All voted in favor.

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

The sixteenth item on the agenda was to review and consider the update on the City of Wharton's ongoing projects. City Manager, Joseph R. Pace, presented the update on the City of Wharton's ongoing projects. After some discussion, no action was taken.

17. Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees:
 - A. Resignations.
 - B. Appointments.
 - C. Vacancies.

After some discussion, no action was taken.

The eighteenth item was the City Council Boards, Commissions, and Committee Reports:

- A. Finance Committee meeting held February 12, 2024.

After some discussion, no action was taken.

The nineteenth item to review and consider was the 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.

After some discussion, no action was taken.

There being no further discussion, Mayor, Tim Barker, moved to adjourn.

The meeting adjourned at 7:27 p.m.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

DRAFT

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


CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Request from Mr. Jose Infante, Barbee Addition, Block 2, Lot 7 & 8 for a 0' building line setback to place a modular home across the lot line.
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Attached is the request from Mr. Jose Infante, Barbee Addition, Block 2, Lot 7 & 8 for a 0' building line setback to place a modular home across the lot line.

The Planning Commission met on March 4, 2024, and recommended this item to the City Council for consideration.

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

City Manager: Joseph R. Pace	Date: Thursday, March 7, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: March 5, 2024
FROM: Mike Wootton, Planning Commission Chairperson
TO: Honorable Mayor and City Council
SUBJECT: Recommendation to City Council from the Regular Called Planning Commission Meeting held Monday, March 4, 2024

The following item was discussed during the Monday, March 4, 2024, meeting:

1. Request from Mr. Jose Infante, Barbee Addition, Block 2, Lot 7 & 8 for a 0' building line setback to place a modular home across the lot line.

The Planning Commission is recommending that the City Council approve the above request and is referring it to City Council for a final determination.

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

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

Item-2.

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

Jose L. INFANTE
Name (Printed)

2/22/24
Date

[Redacted]
Physical Address

[Redacted]
Phone

Barbee Addition, Lot 7 & 8, Blk 2.
Legal Address

Describe the variance request and the reason for requesting variance:

Request to move 23' x 64' modular building over the property line of 2 adjoining lots.

ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:

SIGNATURE OF APPLICANT:

Jose L. Infante 2-22-24
Signature Date

Planning Commission Meeting: 3/6/24 @ 4:30p (Mon.)
City Council Meeting: 3/11/24 @ 7:00p (Mon.)

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

ADJACENT PROPERTY OWNER (S):

Mark & Rebecca Myers
Name

Phone

Barbee, Blk 2, Lot 7-12
Legal Address

415 Avenue A
Physical Address

Susana Perez EST.
Name

Phone

Barbee, Blk 2, Lot 1, 2 & 4
Legal Address

820 Pecan
Physical Address

Anthony Martinovic
Name

Phone

Barbee, Blk 2, Lot 2B, 3.
Legal Address

229 N. Burtson
Physical Address

Gwyneth Jones
Planning Department

2.23.24
Date

Recommend
 Do Not Recommend

[Signature]
Chairman of the Planning Commission

3.4.24
Date

Recommend
 Do Not Recommend

Mayor

Date



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


CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Request from Ms. Ana Carillo, 107 E. Wayside Ave., Hawes 3, Block 3, Lot 1A for a 17' front building line setback from the required 25' setback to construct a patio cover 8' from the property line.
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Attached is the request from Ms. Ana Carillo, 107 E. Wayside Ave., Hawes 3, Block 3, Lot 1A for a 17' front building line setback from the required 25' setback to construct a patio cover 8' from the property line.

The Planning Commission met on March 4, 2024, and recommended this item to the City Council for consideration.

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

City Manager: Joseph R. Pace	Date: Thursday, March 7, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: March 5, 2024
FROM: Mike Wootton, Planning Commission Chairperson
TO: Honorable Mayor and City Council
SUBJECT: Recommendation to City Council from the Regular Called Planning Commission Meeting held Monday, March 4, 2024

The following item was discussed during the Monday, March 4, 2024, meeting:

1. Request from Ms. Ana Carillo, 107 E. Wayside Ave., Hawes 3, Block 3, Lot 1A for a 17' front building line setback from the required 25' setback to construct a patio cover 8' from the property line.

The Planning Commission is recommending that the City Council approve the above request and is referring it to City Council for a final determination.

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

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

Item-3.

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

Anna Carillo.
Name (Printed)

107 E. WAYSIDE AVE.
Physical Address

Hawes, Block 3, Lot 1A
Legal Address

2/26/24.
Date

[REDACTED]
Mailing Address

Describe the variance request and the reason for requesting variance:
Requesting 17' variance from required 25' front setback for 8' x 8' patio cover.

ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:

SIGNATURE OF APPLICANT:

Anna Carillo
Signature

2/26/24
Date

Planning Commission Meeting: 03/04/24 @ 430p.
City Council Meeting: 03/11/24 @ 7pm.

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

ADJACENT PROPERTY OWNER (S):

Lidia Azamar.
Name

Hawes 3, Blk 3, Lot 1
Legal Address

Mary Tydlacka
Name

Hawes 3, Blk 3, Lot 7, 8, 9.
Legal Address

Name

Legal Address

Phone

101 E. WAYSIDE AVE.
Physical Address

Phone

119 E. WAYSIDE AVE.
Physical Address

Phone

Physical Address

[Signature]
Planning Department

[Signature]
Chairman of the Planning Commission

Mayor

Recommend
 Do Not Recommend


2.26.24
Date

Recommend
 Do Not Recommend

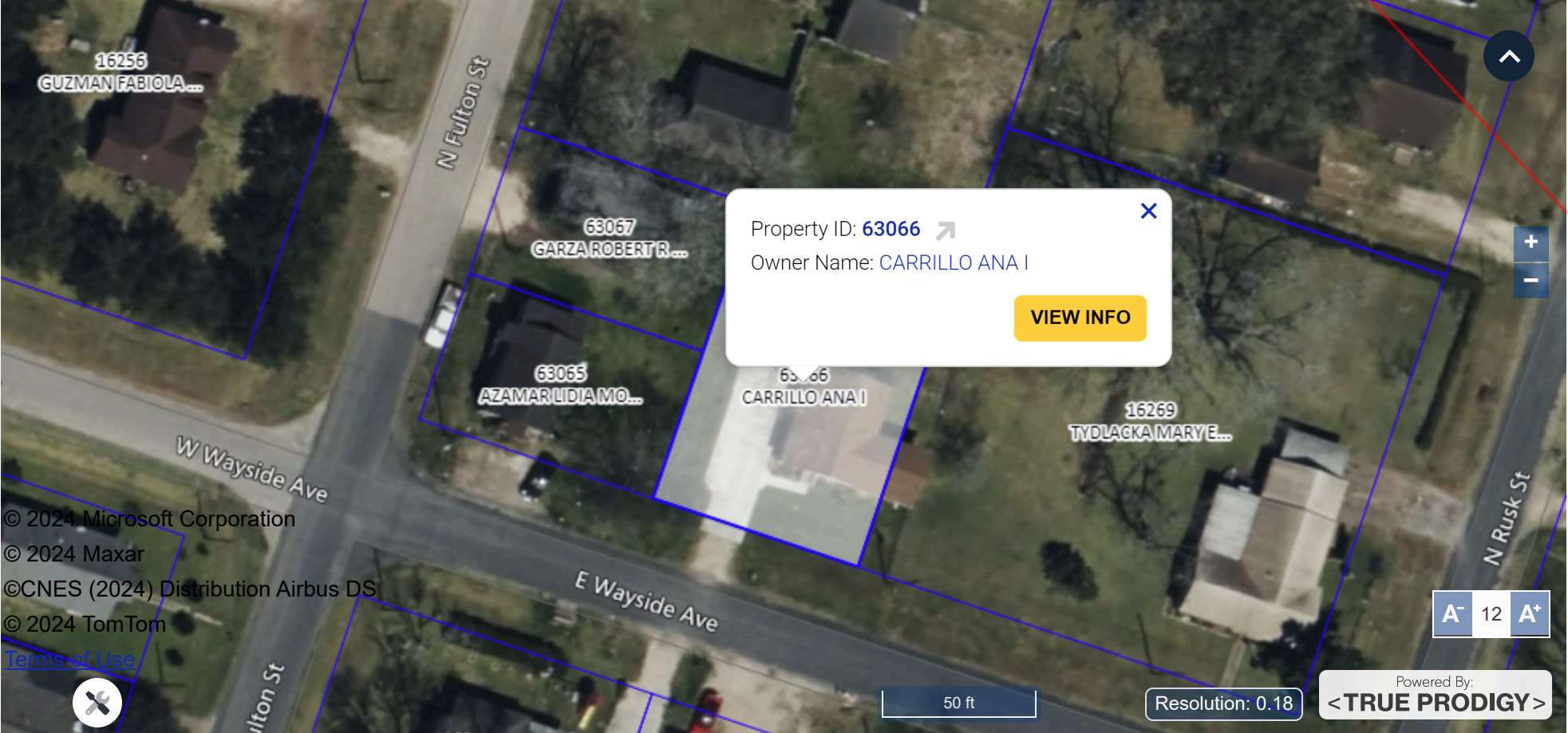
3.4.24
Date





 **Map Search**

Address ▼ 123 Generic Street 



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Resolution: 0.18

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Item-3.




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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Request from Ms. Desurae Matthews of SisterSista to hold their annual Springfest on March 31, 2024, and assistance for the following: A. Allow food vendors for the event. B. Waive any food vendor fees. C. Additional trash cans and liners.
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Attached is the request from Ms. Desurae Matthews of SisterSista to hold their annual Springfest on March 31, 2024, at Pleasure Park and City assistance.

City Manager: Joseph R. Pace	Date: Thursday, March 7, 2024
Approval: 	
Mayor: Tim Barker	

Desurae Matthews
408 University St.
Wharton, Tx 77488



Dear Council Members:

SisterSista, a nonprofit organization established in Wharton, Texas will be hosting their annual Springfest event at the Pleasure Park and is asking for some support from the city. Springfest is a community event that will take place on March 31, 2024. This event brings the community together by gathering families to come out for music, food, activities, and fun. There will also be an Easter Egg hunt for the children to enjoy. Springfest has been a very successful event in the past years. This year, we are asking for the city to grant us the right to allow food vendors and to waive the vendor fee for our nonprofit organization. We are also asking for additional garbage cans and bags. The addition of trash cans will help us to keep the park clean throughout the event. Thank you for your support to provide our community with a family friendly event.

Desurae Matthews


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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	<p>Request from Ms. Traci Myers, Director of the WCJC Senior Citizens Program, to host a WCJC 5K Stride and Stroll on Saturday, March 23, 2024, at Riverfront Park Central Pavilion and assistance with the following:</p> <ul style="list-style-type: none"> 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 am to 12:00 pm. 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 10 Trash barrels and extra liners provided. E. To waive all fees that may apply to this event.
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Attached you will find the request from Ms. Myers to host a WCJC 5K Stride and Stroll on Saturday, March 23, 2024, at Riverfront Park Central Pavilion.

Ms. Myers will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, March 7, 2024
Approval: 	
Mayor: Tim Barker	

March 4, 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 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, March 23, 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, however, with this being the first 5K our program has held since 2019 (pre-Covid era), we are not completely certain as to how big or little of a turnout to expect. 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. For those who complete the race but do not come in first place, they will still receive a Certificate of Achievement for taking part in the event.

We currently have early-registration taking place from now until 5:00 pm on Wednesday, March 13, 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 March 14th- 23rd. 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 10:00 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



**Wharton County
Junior College**

NEWS RELEASE

Office of Marketing and Communications
911 Boling Highway
Wharton, Texas 77488

800.561.9252, ext. 6322
Office: 979.532.6322
Fax: 979.532.6493

March 1, 2024

FOR IMMEDIATE RELEASE

Contact: Zina L. Carter
979.532.6417

5K STRIDE AND STROLL

Event benefits WCJC Senior Citizens Program

WHARTON, TEXAS – Wharton County Junior College’s Senior Citizens Program 5K Stride & Stroll is the perfect opportunity to get into shape while helping out a worthy cause. The event is scheduled for Saturday, March 23, at Riverfront Park in downtown Wharton.

“This fundraiser is vital to help take care of seniors within our community” said Senior Citizens Program Director Traci Myers.

The 5K Stride & Stroll is the program’s largest fundraiser. This year’s event will take place from 8:30 a.m. to 10 a.m. in Wharton. Registration begins at 7:30 a.m. the day of the event. Fees are \$35 per individual (13 and over), \$25 per child (12 and under), and \$125 per team of five. Veterans receive a \$5 discount. Late fees are assessed for anyone who misses the March 13 early registration deadline. Registration forms are available at the WCJC Senior Citizens Center, Room No. 112 of the LaDieu Technology Center on WCJC’s Wharton campus.

The Wharton site is the program’s primary location, with 4 satellite locations operating in neighboring cities within Wharton and Colorado counties. The centers offer meals, health screenings and social events to participating seniors. Hot food is also delivered to homebound seniors through the Meals on Wheels program.

- more -

The program is free of cost to area residents 60 years of age or older.

Myers is hoping for excellent turnout. The more funds the event can raise, the more services that can be provided for the areas' seniors.

“This is a great opportunity for us as a community to come together and make a very significant impact in the daily lives of our seniors,” Myers said.

Sponsorships are still needed and volunteers are also needed to help work the event. For information, call 979-532-6430 or email Myers at myerst@wcjc.edu

###


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

CITY COUNCIL COMMUNICATION

<p>Meeting Date:</p>	<p>3/11/2024</p>	<p>Agenda Item:</p>	<p>Request from Mr. James Perez, President of the Wharton County Hispanic Chamber of Commerce, regarding a Cinco de Mayo Celebration on Saturday, May 4, 2024, and assistance for the following:</p> <ul style="list-style-type: none">A. Close Houston Street between Milam Street and Burleson Street on Saturday, May 4, 2024, from 8:00 a.m. to 12:00 a.m.B. Close Fulton Street between Milam Street and Burleson Street on Saturday, May 4, 2024, from 8:00 a.m. to 12:00 a.m.C. Waive the City of Wharton Noise Ordinance to allow DJ Music and live performances.D. Waive the City of Wharton Alcohol Ordinance to allow public alcohol consumption in the Monterey Square Area only.E. Waive all local permit fees.F. Provide two (2) generator lights for safety and clean up.G. Provide one (1) roll-off dumpster.H. Provide twelve (12) trash barrels and trash bags to help keep the Downtown Area clean.I. Provide barricades for the above-mentioned street closures.J. Provide access to the electrical breaker or outlets on Fulton Street.K. Advertise the celebration on the I-69 Digital Billboard.L. Provide financial or in-kind support to help offset the event's costs.
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Attached is the request from Mr. James Perez, President of the Wharton County Hispanic Chamber of Commerce, regarding a Cinco de Mayo Celebration on Saturday, May 4, 2024. Mr. Perez took his request to the Commissioner's Court for approval on February 26, 2024, for permission to hold the event on the Monterey Square and to use the electrical breakers on Fulton Street as both belong to the County. The Commissioner's approved his request for those two items. Also, Mr. Perez was informed that the City of Wharton does not have generator lights.

Mr. Perez will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, March 7, 2024
Approval: 	
Mayor: Tim Barker	



January 31, 2024

Mayor Tim Barker
City Manager
City of Wharton
120 E. Caney St. Wharton, TX 77488

Re: 2024 Cinco de Mayo on Monterey Square!

Dear Mayor and respective council members:

The Wharton County Hispanic Chamber of Commerce is excited to announce our plan to host The Cinco De Mayo Celebration on Monterey Square from 10am to 11am on Monterey Square in downtown Wharton. The Cinco De Mayo celebration honors and remembers Mexico’s Independence from France in 1862, but more importantly to provide an opportunity for area residents to embrace and celebrate Mexican history, culture, tradition and heritage. This celebration will be **FREE TO THE PUBLIC** and will include a kid zone with fun games and activities, lots of Mexican food, drinks a wide variety of vendors, Menudo cook-off, Low Rider car show, live music and dance performances and much more for Wharton and surrounding counties to enjoy! At this time, The Wharton County Hispanic Chamber of Commerce would like to respectfully request the approval for and assistance from the City at the next Council meeting to:

1. Close Houston St. between Milam St. and Burleson St. on Saturday (5-4-24) from 8am to 12 am.
2. Close Fulton St. between Milam St and Burleson St on Saturday (5-4-24) from 8am to 12am.
3. Waive City of Wharton noise ordinance, to allow dj music & live performances
4. Waive City of Wharton alcohol ordinance, to allow public to consume alcohol in Monterey Square area only.
5. Waive all local permit fees.
6. Provide two (2) generator lights for safety and clean up, if available.
7. Provide one (1) roll off dumpster.
8. Provide twelve (12) trash barrels and trash bags to help keep downtown area clean.
9. Provide road closure barricades to close off the above-referenced streets.
10. Provide access to the electrical breaker or outlets on Fulton St.
11. Display signage of the 2024 Cinco de Mayo Celebration advertisement on the I-69 digital billboard.
12. Provide any financial or in-kind support to help offset the costs of the event.



Wharton County **HISPANIC** Chamber of Commerce

WCHCC

“Connecting the Corridors of Commerce”



Item-6.

This event will offer a family friendly atmosphere that will be sure to attract kids and families from all around Wharton and surrounding counties. The WCHCC will be securing a temporary alcohol permit to sell margaritas and beer for the adults to enjoy and we will be in direct contact with Lt. Ben Guanajuato to coordinate security needed and provided for this event.

The Wharton County Hispanic Chamber of Commerce Thanks you in advance for your time and consideration, and we look forward to seeing you at the next City Council meeting for approval of the above-referenced requests.

Best Regards,

James L Perez
WCHCC President/CEO


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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a lease agreement between the City of Wharton and Wharton Little League and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
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Attached, you will find a draft Lease Agreement between the City of Wharton and Wharton Little League. This will be the first formal agreement that the City of Wharton has with the Wharton Little League. The agreement lines out the responsibilities of both the City and Wharton Little League. The agreement is on a year-to-year basis until terminated by either party.

City Attorney Paul Webb has reviewed the lease and recommends that the City Council approve said agreement.

City Manager: Joseph R. Pace	Date: Thursday, March 7, 2024
Approval: 	
Mayor: Tim Barker	

STATE OF TEXAS §

COUNTY OF WHARTON §

LEASE AGREEMENT

1. **PARTIES:** The parties to this Lease are the City of Wharton, Texas (“Lessor”) and Wharton Little League (“Lessee”), a 501(c)(3) organization.
2. **LEASE:** Lessor leases to the Lessee the Property described as follows:
See Exhibit A attached hereto (“Lease Property”).
3. **TERM:** The Lessee will use Wharton Little League Park on a year-to-year basis until terminated by either party upon ninety (90) days written notice.
4. **USE OF PROPERTY:** Lessee may use the Lease Property to operate and maintain baseball facilities and incidental uses related thereto. Lessee may not assign this Lease without prior written approval of Lessor.
5. **CONDITION OF PROPERTY:** Lessee accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Lessee shall surrender the Property to Lessor in the condition to be used as a baseball facility except for normal wear and tear.
6. **ALTERATIONS:** Lessee may not make any major alterations to the Property or install improvements or fixtures without prior written consent of the Lessor.
7. **INSPECTIONS:** The Lessor may enter at reasonable times to inspect the Property. Lessee shall provide Lessor access to the Property during the term

of the Lease.

8. **LAWS:** Lessee shall comply with all applicable laws, restrictions, ordinances, rules, and regulations with respect to the Property, as set out by the City of Wharton and the State of Texas.
9. **REPAIRS AND MAINTENANCE:** Lessee shall bear all expenses of maintaining the Property in a condition Lessee deems necessary for its intended use, including but not limited to mowing and edging of grass. The Lessee will bear all expenses of maintaining the Property repairs above and below ground except for Park bathrooms and the utility lines that connect to the bathrooms. All repairs made under the Lessee's director will be required to be done by licensed professionals with the approval of the City Manager.
10. **UTILITIES:** Lessee shall be responsible for all utility expenses associated with the Property except for the expense of the utility light bills.
11. **INDEMNITY: LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM THE CLAIMS OF ALL THIRD PARTIES FOR INJURY OR DAMAGE TO THE PERSON OR PROPERTY OF ANY THIRD PARTY ARISING FROM THE USE OR OCCUPANCY OF THE PROPERTY BY LESSEE. LESSEE WAIVES ALL CLAIMS AND DEMANDS ON ITS BEHALF AGAINST LESSOR FOR ANY LOSS, DAMAGE, OR INJURY, AND AGREES TO INDEMNIFY AND HOLD LESSOR ENTIRELY FREE AND**

HARMLESS FOR ALL LIABILITY. THIS INDEMNIFICATION INCLUDES ATTORNEY'S FEES, ALL COSTS, AND EXPENSES INCURRED BY THE LESSOR. THIS INCLUDES ALL COMMON AREAS THE LESSEE MAY USE.

12. **INSURANCE:** Lessee shall maintain such insurance as Lessee may deem appropriate during the term of this Lease. At a minimum, and at all times during the term of this Lease, Lessee, its contractors, successors, assigns, and sub-lessees, shall maintain general liability insurance coverage in the amount of \$1,000,000 naming Lessor as an additional insured on its Wharton Little League policy.
13. **DEFAULT:** If Lessee fails to perform or observe any provision of this Lease and fails, within 30 days after notice by Lessor, to commence and diligently pursue to remedy such failure, Lessee will be in default and this Lease is subject to termination by Lessor.
14. **TERMINATION:** This Lease terminates upon ninety (90) days written notice. If Lessor determines any use conducted by Lessee to be inconsistent with the permitted use on the Lease Premise, Lessor shall give Lessee 30 days, by written notice, to correct or stop, if possible, the inconsistent use, lack of appropriate maintenance or Lessor's unexpected need for all property interest, before terminating this Lease. Additionally, Lessee retains the right to terminate the Lease upon notice to Lessor.
15. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the

non-prevailing party all costs of such proceeding and reasonable attorney's fees and expenses.

16. **NO LIENS:** Lessee shall have no right, authority or power to bind Lessor, or any interest of Lessor, in the Lease Property for any claim for labor or material or for any other charge or expense incurred in the construction improvements, including any change, alteration, or addition thereto or any replacement or substitution therefor, nor to render Lessor's interest in the Lease Property liable to any lien or right of lien for any labor or material or other charge or expense incurred in connection therewith, and Lessee shall in no way be considered the agent of Lessor in the construction, erection, repair, or operation of improvements or any replacements or substitutions therefor. If any involuntary liens for labor or materials or both supplied or claimed to have supplied to the Lease Property shall be filed, the Lessee shall promptly pay or provide a bond to release such liens under the applicable provisions of the Texas Property Code, as amended from time to time.
17. **NON-BASEBALL ACTIVITIES:** Lessee will coordinate and schedule all non-baseball-related activity requests for use of the property in a manner consistent with this Lease Agreement. Lessee will confirm that such activities comply with this Lease Agreement and that they conform to all requirements and obligations contained herein. Lessee shall send Lessor notice of the identity and contact information of all non-baseball activities, together with proof of insurance naming Lessor as additional insured and a

signed indemnity and waiver of claim for benefit of Lessor.

18. **STORAGE BUILDINGS AND RECREATIONAL SHELTERS:**

Lessor will evaluate and possibly approve requests made by Lessee for future placement of portable structures for use by Lessee for equipment storage, and other buildings and/or shelters. Lessee shall submit any said request together with sufficient detail and description needed to assist Lessor in its evaluation of this issue. Lessor retains the right to grant, deny or modify any such request. Lessee shall remove or repair any structure on Lease Property that Lessor deems to be in despair or an unsafe condition. Such removal will be required in the event that Lessee is unable to correct the condition to Lessor’s satisfaction.

19. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

TO LESSOR:

City of Wharton
120 East Caney Street
Wharton, Texas 77488
Phone: 979-532-2491
Fax: 979-532-0180
Email: jpace@cityofwharton.com

TO LESSEE:

Wharton Little League

Wharton, Texas 77488
Phone: _____
Email: _____

LESSOR:

City of Wharton

Joseph R. Pace

City Manager

Date

LESSEE:

Wharton Little League

President

Date

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF WHARTON AND WHARTON LITTLE LEAGUE AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.

WHEREAS, The City of Wharton wishes to approve a lease agreement with Wharton Little League and to enter into said agreement as per the requirements set forth in said agreement; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute a lease agreement with Wharton Little League.

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

Section I. That the City Council hereby approves the lease agreement between the City of Wharton and Wharton Little League.

Section II. That the City Council of the City of Wharton hereby authorizes the Mayor of the City of Wharton to execute the lease agreement with Wharton Little League.

Section III. That the City of Wharton and Wharton Little League are hereby bound by the conditions set forth in the agreement.

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

Passed, Approved, and Adopted this 11th of March 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Resolution: A resolution of the City Council of the City of Wharton regarding Linebarger Goggan Blair & Sampson, LLP as being fully qualified as a special council to perform all legal services necessary to collect unpaid fines, fees, court costs, forfeited bonds, and restitution as provided in Texas code of criminal procedure, article 103.0031 and Section 2254.1036 of the Texas Government Code for collection of unpaid, fines, fees and court costs.
<p>Currently, Linebarger Goggan Blair & Sampson, LLP collects delinquent fines and fees for the City of Wharton Municipal Court, and their contract with the City expired on February 11, 2024.</p> <p>Attached is City Secretary Paula Favor’s memorandum requesting the City Council consider renewing the agreement.</p> <p>Attached is a copy of a proposed contract with Linebarger Goggan Blair & Sampson, LLP for fines and fees collection services.</p> <p>City Attorney Paul Webb has reviewed the contract and recommends that the City Council consider approving it.</p> <p>Also attached is a draft resolution approving the agreement.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

Date: February 29, 2024

From: Paula Favors, TRMC, CPM, City Secretary

To: Joseph R. Pace, City Manager

Subject: Linebarger Goggan Blair & Sampson, LLP – Municipal Court Fine Collection Contract

Attached is a copy of a draft agreement with Linebarger Goggan Blair & Sampson, LLP for the City of Wharton Municipal Court Fine Collections. The current contract with Linebarger Goggan Blair & Sampson, LLP expired on February 11, 2024. The draft agreement would be effective as of March 11, 2024, and will be set to expire on March 11, 2030. This Agreement shall automatically renew annually on March 12, 2030 and each year thereafter, unless a party to the agreement notifies the other in writing that the agreement will not renew. City Attorney Paul Webb has reviewed and approved the agreement. It is my recommendation that the City Council consider approving the draft agreement with Linebarger Goggan Blair & Sampson, LLP for the City of Wharton Municipal Court Fine Collections.

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

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF WHARTON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the CITY WHARTON, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than

sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. The collection fee stated herein does not apply to an offense committed prior to June 18, 2003. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained

therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization, or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners, or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third-party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective March 11, 2024, and shall expire on March 11, 2030. This Agreement shall automatically renew annually on March 12, 2030, and each year thereafter, unless a party to the agreement notifies the other in writing that the agreement will not renew.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically renewed annually and each year thereafter, without the necessity of any further action by either party. In the absence of

any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew annually and each year thereafter, in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 *Miscellaneous*

7.01 Subcontracting. The FIRM may from time to time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such

co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
The Terrace II
2700 Via Fortuna Drive
Suite 400
Austin, TX 78746

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Wharton
120 East Caney Street
Wharton, TX 77488

7.06 *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the _____ day of _____, 2024.

City of Wharton

By: _____

Tim Barker
Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill
Capital Partner

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHARTON REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS A SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECESSARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031 AND SECTION 2254.1036 OF THE TEXAS GOVERNMENT CODE FOR COLLECTION OF UNPAID, FINES, FEES AND COURT COSTS.

WHEREAS, Providing adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the consideration of a Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP, and,

AFTER EXERCISING ITS DUE DILIGENCE, THE CITY OF WHARTON FINDS THAT:

1. There is a substantial need for legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; and
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Wharton at a reasonable cost; and
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by the TX Code of Criminal Procedure Art. 103.0031 and because the City of Wharton does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

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

SECTION 1. This statement set out in the preamble to this Resolution is true and correct.

SECTION 2. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings, Texas Government Code, Chapter 551.

PASSED, APPROVED, and ADOPTED this 11th day of March 2024.

CITY OF WHARTON, TEXAS


TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of four (4) Sapphire Multi-Therapy Infusion Pump Kits from Boundtree Medical for the Emergency Medical Services Department and authorizing the City Manager of the City of Wharton to execute all documents related to the said purchase.
<p>Attached is a memorandum from EMS Director Christy Gonzales regarding purchasing four (4) Sapphire Multi-Therapy Infusion Pump Kits.</p> <p>Also attached is the quote in the amount of \$10,280.75, which includes a one (1) year Premium Service Plan.</p> <p>Ms. Gonzales will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			

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

Item-9.

INTERDEPARTMENTAL MEMO

DATE: FEBRUARY 29, 2024
TO: JOSEPH R. PACE, CITY MANAGER
FROM: CHRISTY GONZALES, EMS DIRECTOR
RE: BOUND TREE MEDICAL – SAPPHIRE IV PUMP KITS

Mr. Pace,

Attached is a quote provided by BoundTree Medical for four (4) Sapphire Multi-Therapy Infusion Pump Kits. The quote includes a one (1) year Premium Service Plan. The total amount of the quote is \$10,280.75. I ask if we can place this on the Council's next agenda for their consideration. Should you have any questions, please feel free to call me at (979) 532-2491 ex. 701.

Thank you,

Christy Gonzales

Christy Gonzales, Director WEMS



Quotation

Quotation#:

02/28/2024

Account Number: 106233-SHIP001

BILL-TO

CITY OF WHARTON EMS
120 E CANEY ST
WHARTON, TX 77488-5006
Ship Method: NO FRT
Payment Terms: NET 30

SHIP-TO

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

Contact Name Christy Gonzales

Phone Number

Email cgonzales@whartonems.com

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
1850-07261	1/EA	Sapphire Multi-Therapy Infusion Pump Kit includes IV Pump and Charging Cable	4	\$ 1,964.51	\$ 7,858.04	06/30/2024
1850-52213	1/EA	*DS ONLY* Q Core Medical Sapphire Infusion Pump Communication Cable (must have)	1	\$ 94.30	\$ 94.30	06/30/2024
1850-15771	1/EA	*DS ONLY* Q Core Medical Sapphire USB to 4-Port RS232 Adapter (must have)	1	\$ 241.25	\$ 241.25	06/30/2024
2530-16253	1/EA	Sapphire Pump EMS Carry Case (option)	4	\$ 69.83	\$ 279.32	06/30/2024
2530-23901	1/EA	Sapphire IV Pump Protective Cover, Blue (option)	4	\$ 56.87	\$ 227.48	06/30/2024
4690-16161	1/EA	Eitan Sapphire Pump, Premium Service Plan - 1 year (strongly recommend)	4	\$ 395.09	\$ 1,580.36	06/30/2024

Quote Total \$ 10,280.75

Craig Gray

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

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart or call (800) 533-0523

Sapphire infusion pump service contract Information

When you purchase a service contract, you can expect the great benefits below as provided by our trained Biomedical Equipment Technicians.

Service Contract Coverage includes:

Annual preventative maintenance service, which includes-visual inspection to verify integrity of unit-Diagnostic check of device's internal CPU-Testing of power supply system and internally housed battery.

Replacement of internal battery at OEM-recommended intervals-Testing of all device parameters to OEM specifications-Calibration of device functions to OEM specifications-Complimentary Device Cleaning report provided as evidence that device meets OEM performance requirements.

Parts and Labor for all necessary repairs and maintenance to ensure that device functions to OEM requirements.

Service Contract Coverage does NOT include:

- Battery chargers
- Accessories such as infusion sets, cables, power cords, cases
- Excessive abuse, accidental misuse, neglect of handling, acts of God

The Service Contract becomes void if the covered device is worked on, altered, or repaired by any technicians outside the Biomedical Team.

The contract is issued from the date of invoice and will be in effect until the agreed upon date specified in the invoice.

This Service Contract is non-transferrable and is only creditable to the Original Purchaser.

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF FOUR (4) SAPPHIRE MULTI-THERAPY INFUSION PUMP KITS FROM BOUNDTREE MEDICAL FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO THE SAID PURCHASE.

WHEREAS, The Emergency Medical Services Department is in need of four (4) Sapphire Multi-Therapy Infusion Pump Kits; and,

WHEREAS, The total cost of the Sapphire Multi-Therapy Infusion Pump Kits is \$10,280.75; and,

WHEREAS, The Wharton City Council wishes to approve the purchase of four (4) Sapphire Multi-Therapy Infusion Pump Kits for the Emergency Medical Services Department in the amount of \$10,280.75; and,

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

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

Section I. The Wharton City Council hereby authorizes the City Manager to execute all documents related to the purchase of four (4) Sapphire Multi-Therapy Infusion Pump Kits for the Emergency Medical Services Department in the amount of \$10,280.75.

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

Passed, Approved, and Adopted this 11th day of March 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 34 Health and Sanitation; Article II. Cleanliness and Sanitation of Premises; Littering; Division 1. Generally, adding Sections 34-46.2 and 34-46.3 providing that a violation of the ordinance or any part of the code as adopted hereby shall constitute a penalty upon conviction of a fine; providing for separability and setting an effective date.
<p>Mayor Tim Barker requested the City Council consider updating Chapter 34 Health and Sanitation in the Code of Ordinances to add the following:</p> <p>Sec. 34-46.2. Discarding yard waste onto street.</p> <p>It shall be unlawful for any person to discard leaves, grass, weeds, or other vegetative matter by blowing, sweeping, or otherwise depositing said items into a street, Municipal Storm Sewer System, or into a drainage ditch of the City. Intentionally sweeping or blowing grass clippings into the streets or gutters is prohibited.</p> <p>The Code Enforcement Department requested the following be added to the Ordinance as well:</p> <p>Sec. 34-46.3 Mud or concrete deposits on paved streets from vehicles.</p> <p>It shall be unlawful for any contractor, including any general contractor, to permit or allow any vehicle to enter upon a street from a building site or excavation without such contractor or such contractor’s agent or employee first having removed from the wheels thereof all mud, clay or other earthen substance adhering thereto which otherwise might be dropped from or deposited by, such vehicle upon the surface of a public street or thoroughfare. For the purposes of this section, the term “general contractor” shall be that person, other than the owner of the premises constituting the construction site, to which the building permit for such construction was issued.</p> <p>In addition, it shall be unlawful to permit or allow premixed concrete spillage from delivery vehicles to remain on a public street or thoroughfare.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			

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

AN ORDINANCE AMENDING THE CITY OF WHARTON CODE OF ORDINANCES, CHAPTER 34 HEALTH AND SANITATION; ARTICLE II. CLEANLINESS AND SANITATION OF PREMISES; LITTERING; DIVISION 1. GENERALLY, ADDING SECTIONS 34-46.2 AND 34-46.3 PROVIDING THAT A VIOLATION OF THE ORDINANCE OR ANY PART OF THE CODE AS ADOPTED HEREBY SHALL CONSTITUTE A PENALTY UPON CONVICTION OF A FINE; PROVIDING FOR SEPARABILITY AND SETTING AN EFFECTIVE DATE.

BE IT ORDAINED by the City Council of the City of Wharton, Texas, that the City of Wharton Code of Ordinances, Chapter 34 Health and Sanitation; Article II. Cleanliness and Sanitation of Premises; Littering; Division 1. Generally Adding Section 34-46.2 and Section 34-46.3. Same Performance by City shall read as follows:

Sec. 34-46.2. Discarding yard waste onto street.

It shall be unlawful for any person to discard leaves, grass, weeds, or other vegetative matter by blowing, sweeping, or otherwise depositing said items into a street, gutter, or a drainage ditch of the City.

Sec. 34-46.3 Mud or concrete deposits on paved streets from vehicles.

It shall be unlawful for any contractor, including any general contractor, to permit or allow any vehicle to enter upon a street from a building site or excavation without such contractor or such contractor's agent or employee first having removed from the wheels thereof all mud, clay or other earthen substance adhering thereto which otherwise might be dropped from or deposited by, such vehicle upon the surface of a public street or thoroughfare. For the purposes of this section, the term "general contractor" shall be that person, other than the owner of the premises constituting the construction site, to which the building permit for such construction was issued.

In addition, it shall be unlawful to permit or allow premixed concrete spillage from delivery vehicles to remain on a public street or thoroughfare.

Penalty Clause

Except as otherwise provided in this chapter, any person found guilty of intentionally, knowingly or recklessly violating any provision of this article and upon conviction thereof in the municipal court shall be fined in accordance with the terms of Section 1-5 of the Code of Ordinances of the City of Wharton, Texas.

Severability

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

Effective Date

This Ordinance shall become effective on the 21st day of March 2024 at 12:01 a.m.

Passage and Approval

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, on the 11th day of March 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary


APPROVED AS TO FORM:

PAUL WEBB
City Attorney

Published in the Wharton County Leader Journal on Wednesday, March 13, 2024, and Wednesday, March 20, 2024.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing an Advanced Funding Agreement for the City of Wharton School & Community Connectivity & Accessibility Project (CSJ 0913-09-133) with the Texas Department of Transportation’s Transportation Alternatives Program and authorizing the Mayor of the City of Wharton to execute the agreement.
<p>The City Council approved the submission of an application for the 2023 Transportation Alternatives Funding administered through the Texas Department of Transportation. The City received notification that the project was selected for award and funding on November 3, 2023.</p> <p>As in previous Transportation Alternative projects with TxDOT, the City is required to enter into an Advance Funding Agreement to move forward with the program. Prior to the agreement being finalized and executed it is required that the City pass a resolution prior to signing the agreement acknowledging the project and funding source. The Agreement will be presented to the Council at a later date and will be reviewed and approved by legal prior to execution.</p> <p>Director of Planning & Development Gwyn Teves will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: March 5, 2024
FROM: Gwyneth Teves, Director of Planning & Development
TO: Honorable Mayor and City Council
SUBJECT: 2023 Transportation Alternatives Advance Funding Agreement w/
TxDOT

City Council approved the submission of an application for the 2023 Transportation Alternatives Funding administered through the Texas Department of Transportation. The City received notification that the project was selected for award and funding on November 3, 2023.

As in previous Transportation Alternative projects with TxDOT, the City is required to enter into an Advance Funding Agreement to move forward with the program. Prior to the agreement being finalized and executed it is required that the City pass a resolution prior to signing the agreement acknowledging the project and funding source. The Agreement will be presented to the Council at a later date and will be reviewed and approved by legal prior to execution.

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

TxDOT:				Federal Highway Administration:		<i>Item-11.</i>
CCSJ #	0913-09-133	AFA ID	Z00009505	CFDA No.	20.205	
AFA CSJs	0913-09-133			CFDA Title	Highway Planning and Construction	
District #	13-YKM	Code Chart 64#	45500-City of Wharton			
Project Name	City of Wharton School & Community Connectivity			<i>AFA Not Used For Research & Development</i>		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
Utilizing State Transportation Development Credits
TxDOT-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the **City of Wharton** (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as **construct pedestrian infrastructure** (Project), and

TxDOT:				Federal Highway Administration:		<i>Item-11.</i>
CCSJ #	0913-09-133	AFA ID	Z00009505	CFDA No.	20.205	
AFA CSJs	0913-09-133			CFDA Title	Highway Planning and Construction	
District #	13-YKM	Code Chart 64#	45500-City of Wharton			
Project Name	City of Wharton School & Community Connectivity			<i>AFA Not Used For Research & Development</i>		

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number **116575** (MO) dated **October 26, 2023** awarding funding for TASA projects in the TASA Program Call of the **State**, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **{enter date of resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.
- B. Period of Performance.
 - 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
 - 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

- A. The scope of work for Project consists of constructing ADA compliant sidewalk, curb ramps and driveways along Alabama St. from N. Richmond Rd. to N. Alabama Rd.; N. Alabama Rd. from Milam St (SH 60) to Boling Hwy (FM 1301); Boling Hwy (FM 1301) from N. Alabama Rd to Richmond Rd (SH60); Fulton St. from Boiling Hwy (FM1301) to Ahldag Ave; Olive St. from the Santa Fe Trail to Breezy Ln.; Breezy Ln. from Olive St. to Park Ln.; Park Ln. from Breezy Ln. to Alcalade Way; Alcalade Way from Park Ln. to Sunny Ln.; Sunny Ln. from Alcalade Way to N. Alabama Rd The project includes pedestrian crossing infrastructure @ three major intersections and with one pedestrian bridge at the Santa Fe Trail and N. Alabama R.
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

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The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The total estimated project cost as shown in Attachment B includes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

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- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).
- G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats

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or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or 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. 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.

- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local Government is an Economically Disadvantaged County (EDC) or the State or MPO selected project meets the State's or MPO's criteria to receive Transportation Development Credits in lieu of providing a cash local match, and the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies

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greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled

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beginning of construction. At the State’s discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State’s request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The {Select LG or State} is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem’s mitigation and remediation. These costs will not be reimbursed or credited towards Local Government’s financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the {Select LG or State}. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Variety
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior’s Standards for Historic Preservation Projects, Standards and Guidelines for Archeology

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and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State’s applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials’ (“AASHTO”) publications, “A Policy on Geometric Design of Highways and Streets” and “Guide for the Development of Bicycle Facilities,” as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT’s Bridge Design Manual and AASHTO’s Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

- A. The {Select LG or State} shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a “Notification of Completion” acknowledging Project’s construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the

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latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project

for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project’s original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

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13. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

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- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If

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coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Wharton ATTN: Mayor 120 E. Caney St. Wharton, TX 77488	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Director of Contract Services
125 E. 11th Street
Austin, TX 78701

All invoicing, payment, and project inquiries must include the following information:

County: Wharton
Local Government: City of Wharton
CSJ No.: 0913-09-133
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Highway or Roadway: Various

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

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Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

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24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such

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contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§

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12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

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“The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.”

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall

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certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. 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.

30. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 - 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 - 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

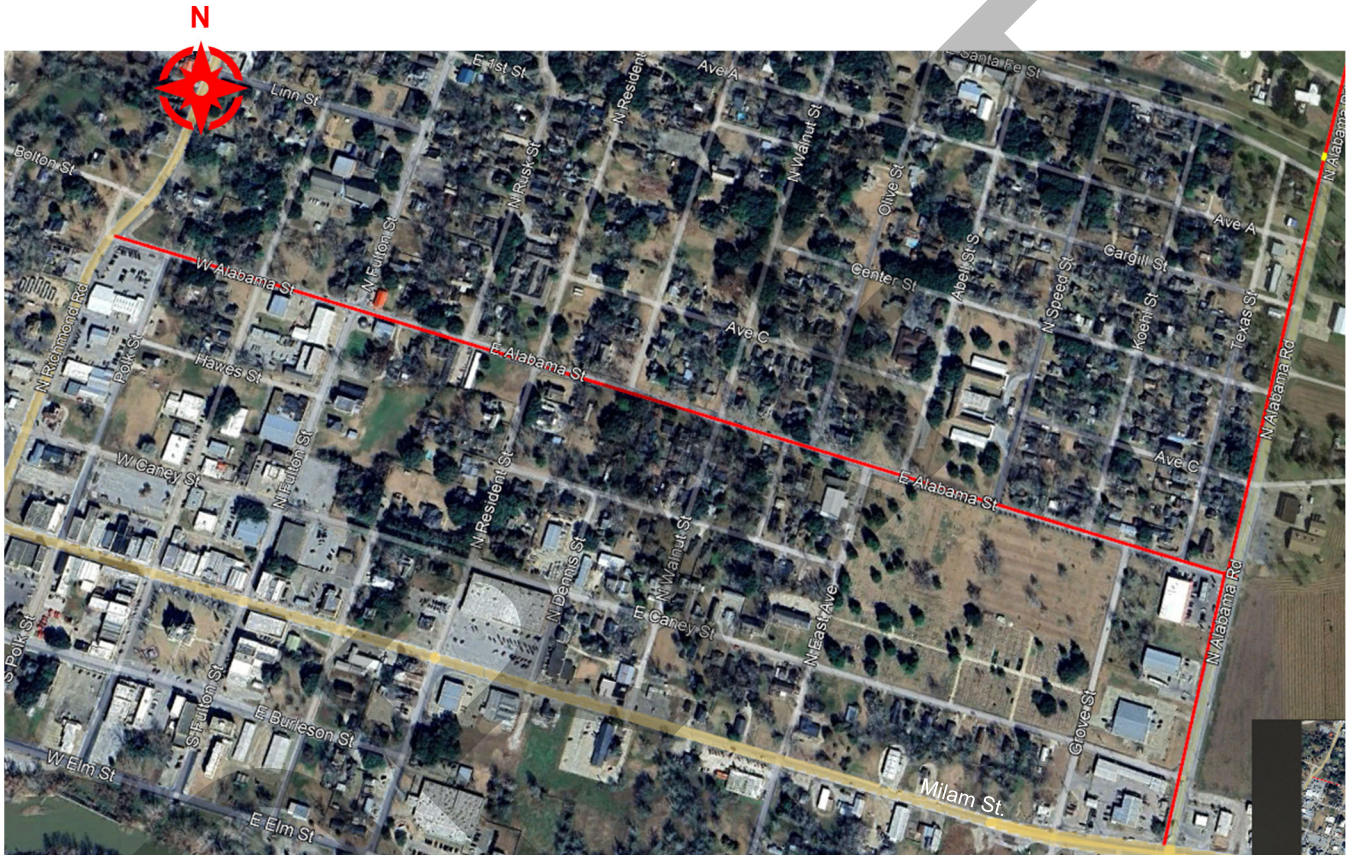
Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	Tim Barker
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	Mayor
Typed or Printed Title	Typed or Printed Title
Date	Date

DRAFT

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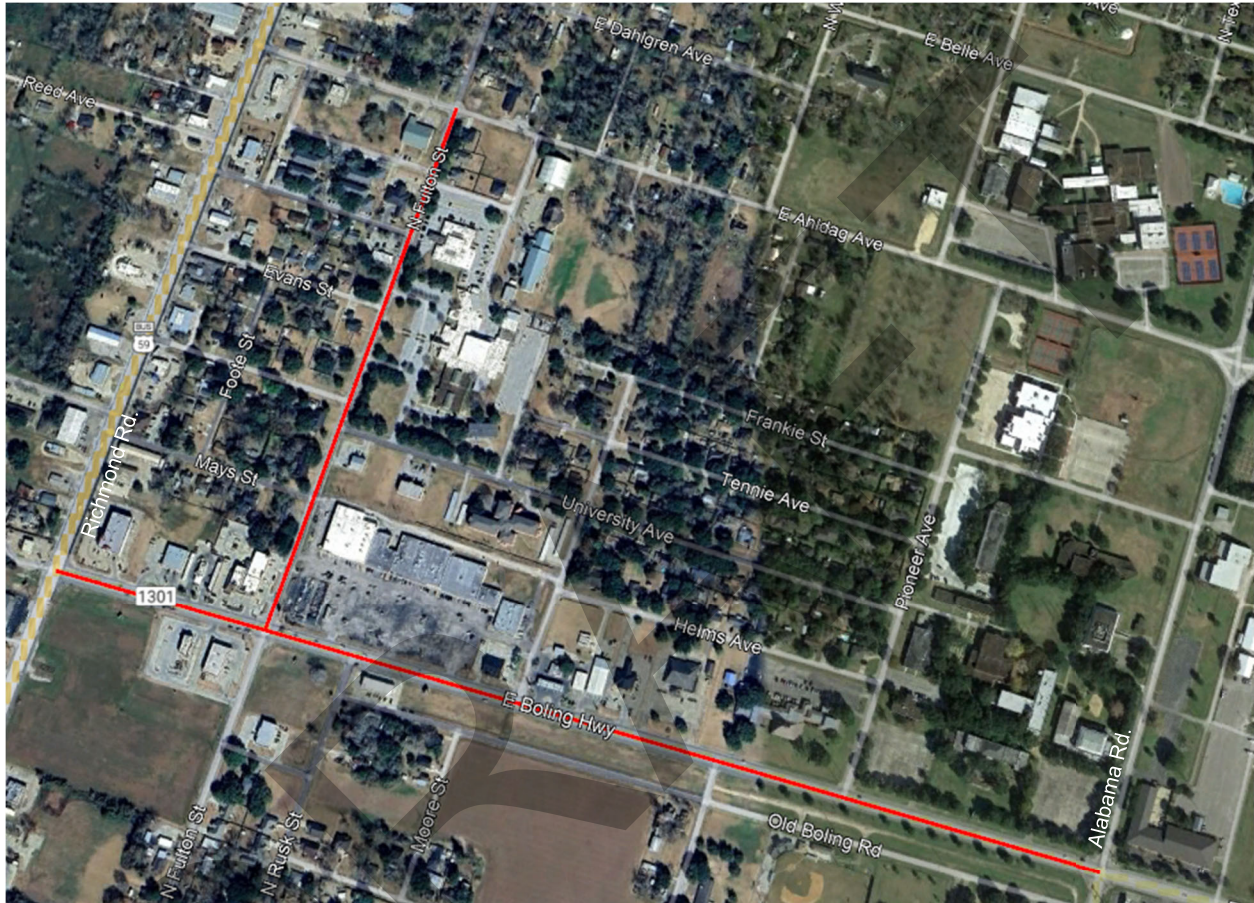
ATTACHMENT A PROJECT LOCATION MAP



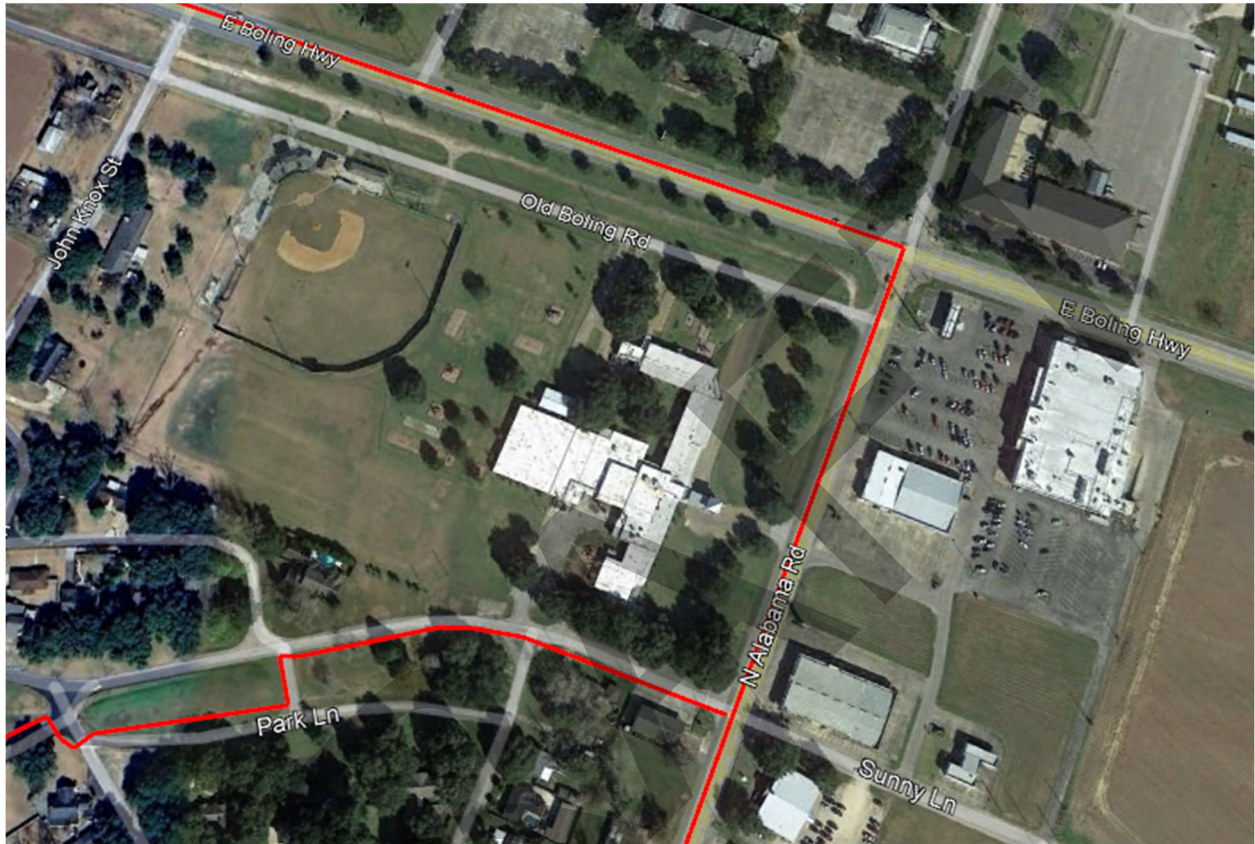
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ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
 State Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes percentage for TDC apportionment on projects where applicable</small>		State Participation <small>Includes authorized EDC amounts</small>		Local Government Participation <small>Includes authorized TDC reduction</small>	
		%	Cost	%	Cost	%	Cost
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	0%	\$0
Preliminary Engineering	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost	\$						
Construction Engineering Cost	\$						
Eligible In-Kind Contribution Value	\$						
Total Construction Value <small>(sum of construction cost and in-kind value)</small>	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$0		\$0		\$0		\$0
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$722,285	100%	\$722,285	0%	\$0	TDCs	14457.00
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0

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Utilities ²		\$0	0%	\$0	0%	\$0	0%	\$0
Construction Cost ²	\$3,745,054							
Eligible In-Kind Contribution Value	\$	\$3,745,054	100%	\$3,745,054	0%	\$0	TDCs	749,010.72
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		\$4,467,339		\$4,467,339		\$0		893,467.72

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government (LG) Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$71,313	100%	\$71,313	0%	\$0	TDCs	14,262.65
Environmental Cost ¹	\$47,542	100%	\$47,542	0%	\$0	TDCs	9,508.43
Right of Way ¹	\$14,263	100%	\$14,263	0%	\$0	TDCs	2852.53
Utilities ¹	\$9,508	100%	\$9,508	0%	\$0	TDCs	1901.69
Construction ²	\$332,795	100%	\$332,795	0%	\$0	TDCs	66559.01
Direct State Costs Subtotal	\$475,422	100%	\$475,422	0%	\$0	TDCs	95,084.30
Indirect State Cost	\$172,272		\$0	100%	\$172,272		\$0
TOTAL PARTICIPATION	\$5,115,033		\$4,942,760		\$172,272		988,552.02
In-kind Contribution Credit Applied						0%	\$0

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TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION					TDCs
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- The estimated total participation by Local Government is **\$0**.
- The **Local Government** is responsible for 100% of overruns.
- Total estimated payment by Local Government to State is **\$0**.
- ¹Local Government's first payment of **\$0** is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of **\$0** is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include State contributions, eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of **988,552.02**.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are **\$4,942,760**.

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING AN ADVANCED FUNDING AGREEMENT FOR THE CITY OF WHARTON SCHOOL & COMMUNITY CONNECTIVITY & ACCESSIBILITY PROJECT (CSJ 0913-09-133) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION’S TRANSPORTATION ALTERNATIVES PROGRAM AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

WHEREAS, The Wharton City Council will consider an Advanced Funding Agreement for the City of Wharton School & Community Connectivity & Accessibility Project with the Texas Department of Transportation’s Transportation Alternatives (TA) Program; and,

WHEREAS, The project will construct 3.5-miles of 5-foot-wide sidewalks from SH 60 (Milam Street) to FM 1301 (Boling Hwy). The sidewalks will be constructed along Alabama Street, N. Alabama Road, Boling Hwy (FM 1301), N. Fulton Street, and Park Lane. Additional elements include a new pedestrian bridge at the Santa Fe Trail and bicycle and pedestrian crossings at three major intersections for a total estimated cost of \$4,942,760 at a 100% maximum for preliminary engineering and construction due to Transportation Development Credits eligibility.

WHEREAS, The City of Wharton and Texas Department of Transportation wish to be bound by the conditions to be set forth in the agreement; and,

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

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

Section I. The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute an Advanced Funding Agreement for the City of Wharton School & Community Connectivity & Accessibility Project with the Texas Department of Transportation’s Transportation Alternatives (TA) Program.

Section II. The City of Wharton and the Texas Department of Transportation will hereby be bound by the conditions as set forth in the Advanced Funding Agreement.

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

PASSED, APPROVED AND ADOPTED this 11th day of March 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor


ATTEST:

PAULA FAVORS
City Secretary

DRAFT

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the submission of a response to TxDOT Wharton Area Office, Yoakum District, regarding the City's support to reduce the speed limit during construction for US 59 within the City of Wharton.
<p>On March 1, 2024, Mr. Ryan Simper, Area Engineer, Wharton Area Office of TxDOT, requested permission from the City to reduce the speed limit within the work zone on US 59 within the City Limits from 75 mph to 60 mph.</p> <p>The City Staff met, and there are no objections to the reduction.</p> <p>Director of Planning & Development Gwyn Teves will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: March 5, 2024
FROM: Gwyneth Teves, Director of Planning & Development
TO: Honorable Mayor and City Council
SUBJECT: TxDOT Speed Reduction for US 59 Construction

On March 1, 2024, Mr. Ryan Simper, Area Engineer, Wharton Area Office of TxDOT, requested permission from the City to reduce the speed limit within the work zone on US 59 within the City Limits from 75mph to 60mph.

I consulted with Chief Lynch and Mr. Pace and was advised that there are no objections to the reduction.

It is my recommendation that the City Council approve the speed limit reduction.

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

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF A RESPONSE TO TXDOT WHARTON AREA OFFICE, YOAKUM DISTRICT, REGARDING THE CITY’S SUPPORT TO REDUCE THE SPEED LIMIT DURING CONSTRUCTION FOR US 59 WITHIN THE CITY OF WHARTON.

WHEREAS, the Wharton City Staff was contacted by the Texas Department of Transportation (TxDOT) about the reduction in the speed limit within the City of Wharton during US 59 Construction; and,

WHEREAS, the City of Wharton City Council and Staff support that the speed should be reduced from 75 mph to 60 mph within the City Limits throughout the construction period; and,

WHEREAS, the Texas Department of Transportation (TxDOT) is requesting the City of Wharton submit a response of approval for the reduction.

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

Section I. The Wharton City Council hereby approves the submittal of a response to the Texas Department of Transportation (TxDOT) Wharton Area Office, Yoakum District supporting that the speed within the City Limits on US 59 in the construction area be reduced from 75 mph to 60 mph.

Section II. The Wharton City Council hereby authorizes the City Staff to submit the above-mentioned response on behalf of the City of Wharton.

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

PASSED, APPROVED, and ADOPTED this 11th day of March 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving Change Order No. 3 for a cost reduction at project closeout with C3 Constructors, LLC, for the Wharton Wastewater Treatment Plant #1 Coarse Screen Improvement Project and authorizing the Mayor to execute all documents related to said Change Order.
<p>The City Council awarded a contract for construction to C3 Constructors for the WWTP #1 Coarse Screen Replacement Project.</p> <p>Pay Estimate No. 7 & FINAL have been sent, and a recommendation for payment by the engineer is attached.</p> <p>Also, as part of the closeout, Change Order No. 3 has been provided for a reduction in the total contract price of \$25,000, reducing the total contract price from \$489,642.00 to \$464,642.00.</p> <p>Director of Planning & Development Gwyn Teves will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: March 6, 2024
FROM: Gwyneth Teves, Director of Planning & Development
TO: Honorable Mayor and City Council
SUBJECT: Recommendation for payment to C3 Constructors, LLC for the WWTP #1 Coarse Screen Replacement and approval of CO #3

The City Council awarded a contract for construction to C3Constructors for the WWTP #1 Coarse Screen Replacement Project.

Pay Estimate No. 7 & FINAL have been sent, and a recommendation for payment by the engineer is attached.

Also, as part of the closeout, Change Order #3 has been provided for a reduction in the total contract price of \$25,000, reducing the total contract price from \$489,642.00 to \$464,642.00.

It is my recommendation that the City Council approve Change Order #3 and Pay Estimate 7 (final) \$27,032.10.

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



CHANGE ORDER NO. 003

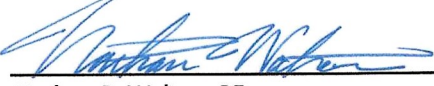

DATE: February 21, 2024

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

Description of Changes: Allowance Bid Item No. 4 is being removed from the contract.

Reason for Changes: No unforeseen conditions were encountered during construction that required any additional cost to modify the proposed improvements.

<u>Summary of Changes:</u>	<u>PRICE</u>	<u>TIME</u>
Original Contract:	\$438,000.00	330 Calendar Days
Net previous change(s):	\$51,642.00	56 Calendar Days
Contract prior to this change order:	\$489,642.00	386 Calendar Days
Net decrease from this change order:	(\$25,000.00)	0 Calendar Days
Revised Contract Amount:	\$464,642.00	386 Calendar Days
Cumulative % Change in Contract:	6.08 %	16.97 %
Substantial Completion Date:	Original: August 15, 2023	Revised: October 10, 2023
Final Completion Date:	30 Calendar Days from Substantial Completion Date	

APPROVED BY: City of Wharton	RECOMMENDED BY: Quiddity Engineering, LLC
_____	
Representative	Nathan R. Walton, PE
_____	_____
Date	02/27/2024
	Date
	ACCEPTED BY: C3 Constructors, LLC
	
	Representative

	02/28/2024
	Date
Enclosures: Attachment No. 001	

K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla3 Construction Phase\Contract Documents\5 - Change Orders\Wharton WWTP #1 HW Coarse Screen Replacement CO #3 20240221.xlsx

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

Allowance Bid Item No. 4 is being removed from the contract.

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

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Revised Unit Price</u>	<u>Bid Quantity</u>	<u>Revised Quantity</u>	<u>Previous Amount</u>	<u>Revised Amount</u>	<u>Net Change</u>
4	Allowance to modify the proposed improvements as described in the contract documents due to unforeseen conditions not determinable at the time of bidding, complete as specified and approved by the Engineer and Owner on an as needed basis for the sum of:	L.S.	\$25,000.00	\$0.00	1.0	0.0	\$25,000.00	\$0.00	(\$25,000.00)

NET DECREASE IN
CONTRACT PRICE (\$25,000.00)

There is no change to the Contract Period of Performance.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Wharton
Contractor: C3 Constructors, LLC
Engineer: Quiddity Engineering, LLC
Project: Construction of Wastewater Treatment Plant No. 1
Headworks Coarse Screen Replacement

Owner's Contract No.: N/A
Contractor's Project No.: N/A
Engineer's Project No.: 05135-0238-00
Date: January 18, 2024

This Final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

The date of the Owner's issuance of the Certificate of Acceptance will mark the commencement of the contractual correction period and applicable warranties required by the Contract for the portions of the work noted above.

Quiddity Engineering, LLC provided periodic field project representation and our Certification is based on that in addition to any work that was visible at the time of the inspection.

There is no punch list of items to be completed or corrected attached to this Certificate. Failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's
responsibilities: None
 As follows

Amendments to
Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: N/A



This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

EXECUTED BY ENGINEER:

By: 

(Authorized Signature)

Quiddity Engineering, LLC

Date: 02/27/2024

ACKNOWLEDGED:

By: _____

(Authorized Signature)

City of Wharton

Date:

ACKNOWLEDGED:

By: 

(Authorized Signature)

C3 Constructors, LLC

Date: 02/28/2024

K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla\3 Construction Phase\Pay Estimates\PE 07&FINAL\City of Wharton WWTP #1 HW Screen Replacement CoSC.pdf

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING CHANGE ORDER NO. 3 FOR A COST REDUCTION AT PROJECT CLOSEOUT WITH C3 CONSTRUCTORS, LLC, FOR THE WHARTON WASTEWATER TREATMENT PLANT #1 COARSE SCREEN IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CHANGE ORDER.

WHEREAS, The Wharton City Council wishes to approve Change Order No. 3 for the cost reduction of \$25,000 for project closeout with C3 Constructors, LLC, for the Wharton Wastewater Treatment Plant #1 Coarse Screen Improvement Project; and,

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

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

Section I. The Wharton City Council hereby authorizes Change Order No. 3 for cost reduction of \$25,000 for project closeout with C3 Constructors, LLC, for the Wharton Wastewater Treatment Plant #1 Coarse Screen Improvement Project.

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

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

Passed, Approved, and Adopted this 11th day of March 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary


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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Pay Request No. 7 and Final from C3 Constructors, LLC for the WWTP #1 Coarse Screen Replacement Project.
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Attached is the Pay Request No. 7 and Final from C3 Constructors, LLC for the WWTP #1 Coarse Screen Replacement Project in the amount of \$27,032.10.

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

City Manager: Joseph R. Pace	Date: Thursday, March 7, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: March 6, 2024
FROM: Gwyneth Teves, Director of Planning & Development
TO: Honorable Mayor and City Council
SUBJECT: Recommendation for payment to C3 Constructors, LLC for the WWTP #1 Coarse Screen Replacement and approval of CO #3

The City Council awarded a contract for construction to C3Constructors for the WWTP #1 Coarse Screen Replacement Project.

Pay Estimate No. 7 & FINAL has been sent and recommendation for payment by the engineer is attached.

Also as part of the closeout, Change Order #3 has been provided for a reduction in the total contract price of \$25,000 reducing the total contract price from \$489,642.00 to \$464,642.00.

It is my recommendation that the City Council approve Change Order #3 and Pay Estimate 7 (final) \$27,032.10.

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



February 27, 2024

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

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

Dear Mr. Pace:

Enclosed is Application and Certificate for Payment No. 7 & FINAL from C3 Constructors, LLC for the referenced project. This application covers construction activities for the referenced project during the period from October 1, 2023 to February 6, 2024. During this period, the Contractor finished all work. An Inspection was held on January 18, 2024 and all punch list items have been addressed. The Project is Complete. The estimate is in order, and we recommend payment in the amount of \$27,032.10 to C3 Constructors, LLC.

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

The project is now 100% complete by total contract value and 121% complete by total contract time. The project was deemed to be substantially complete on January 18, 2024.

You will also find your copies of the Surety's Consent of Surety to Final Payment and the Contractor's Affidavit of Bills Paid and Affidavit of Guarantee. Copies of Change Order No. 3 and the Certificates of Substantial Completion and Acceptance are included for your approval and execution.

Sincerely,

Nathan R. Walton, PE

NRW:ask/sfw

K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla\3 Construction Phase\Pay Estimates\PE 07&FINAL\City of Wharton WWTP #1 HW Screen Replacement Progress Payment No. 7&FINAL.pdf

Enclosure

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

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

APPLICATION NO: 7 & FINAL
INVOICE NO: 7 & FINAL
PERIOD: 10/01/23 - 02/06/24
PROJECT NOS: 05135-0238-00

DISTRIBUTION TO:

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

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

CONTRACT DATE: 08/18/22

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$438,000.00
2. Net change by change orders	\$26,642.00
3. Contract sum to date (line 1 ± 2)	\$464,642.00
4. Total completed and stored to date (Column G on detail sheet)	\$464,642.00
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$464,642.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$437,609.90
8. Current payment due	\$27,032.10
9. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$52,842.00	(\$1,200.00)
Total approved this Month:	\$0.00	(\$25,000.00)
Totals:	\$52,842.00	(\$26,200.00)
Net changes by change order:	\$26,642.00	

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

CONTRACTOR: C3 Constructors, LLC

By: *Chris*

Date: 2/28/2024

State of: Texas

County of: Montgomery

Subscribed and sworn to before

me this 28 day of February 2024

Notary Public: *Jay Newberry*

My commission expires: 12/27/2025



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$27,032.10

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

ARCHITECT/ENGINEER:


By: *Nathan Walton*

Date: 02/27/2024

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

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council awarding a contract for the Titus Waterline Improvements Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
<p>On February 23, 2024, proposals were received for the Titus Waterline Improvements. There were four (4) submissions, and they are as follows:</p> <ol style="list-style-type: none"> 1. Capital Underground Utilities 2. Osorio & Sons Construction 3. JTM Construction 4. AR TurnKee Construction Company <p>Quiddity Engineering has reviewed the submitted proposals and is recommending the award of the contract to Capital Underground Utilities.</p> <p>Director of Planning & Development Gwyn Teves will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: March 5, 2024
FROM: Gwyneth Teves, Director of Planning & Development
TO: Honorable Mayor and City Council
SUBJECT: Titus Waterline Improvements Contractor Award

On February 23, 2024, proposals were received for the Titus Waterline Improvements. There were four submissions from:

Capital Underground Utilities
Osorio & Sons Construction
JTM Construction
AR TurnKee Construction Company

Quiddity Engineering has reviewed the submitted proposals and is recommending the award of the contract to Capital Underground Utilities.

The Wharton Economic Development Corporation has authorized funding in the amount of \$155,240.00 to cover the expenses.

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



6330 West Loop South, Suite Item-15.
Bellaire, Texas 77401
Tel: 713.777.5337
www.quiddity.com

February 29, 2024

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

Attention: Gwyneth Teves

Re: Construction of Titus Express Car Wash Waterline Extension
City of Wharton

Dear Mr. Pace:

We received bids for the referenced contract on February 21, 2024 at 3:00 PM. Bids were publicly opened and read at that time.

Four (4) reputable contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. Capital Underground Utilities, LLC submitted the lowest Base Bid + Alternate proposal in the amount of \$145,000.00.

We have worked with Capital Underground Utilities, LLC in the past and find them to be an acceptable contractor. We recommend that the referenced contract be awarded to Capital Underground Utilities, LLC on the basis of its Base Bid + Alternate in the amount of \$145,000.00.

Sincerely,

A handwritten signature in blue ink that reads "Brian T. Geier".

Brian T. Geier, PE

BTG/

K:\05135\05135-0257-01 Titus Car Wash Waterline Extension\3 Construction Phase\Titus Waterline Improvements ROA.doc

Enclosure



BID TABULATION SHEET

Construction of Titus Express Carwash Waterline Extension
 City of Wharton
 Job No. 05135-0257-01

BIDS WERE RECEIVED IN THE OFFICE OF
 City of Wharton/Civcast

Time: 3:00 PM
 Date: 2/21/2024

PUBLIC BID

	BIDDERS						
	Capital Underground Utilities, LLC	Osorio & Sons Construction, Inc.	JTM Construction, LLC	AR TurnKee Construction Company, Inc.			
Bid Security	X	X	X	X			
Addendum No. 1	X	X	X	X			
Base Bid	\$138,260.00	\$177,430.90	\$181,156.00	\$190,985.00			
Alternate Bid	\$6,740.00	\$11,097.50	\$9,623.00	\$15,645.00			
Base Bid + Alt Bid	\$145,000.00	\$188,528.40	\$190,779.00	\$206,630.00			

Item	Description	Unit	Quantity	Capital Underground Utilities, LLC	Total	Osorio & Sons Construction, Inc.	Total	JTM Construction, LLC	Total	AR TurnKee Construction Company Inc.	Total
BASE BID											
1	Move-in and start-up, including performance payment, and maintenance bonds for 100 percent (100%) of the contract amount including all local, state and federal permits, insurance, and all necessary materials testing, Complete as Specified.	L.S.	1	\$10,000.00	\$10,000.00	\$10,699.45	\$10,699.45	\$12,037.00	\$12,037.00	\$11,000.00	\$11,000.00
2	12-Inch (12") AWWA C900 DR 18, Pressure Class 235 Waterline by Open Cut as shown on construction drawings (including bedding, backfill, restrained joints, fittings, pressure testing), Complete in Place.	L.F.	210	\$145.00	\$30,450.00	\$195.85	\$41,128.50	\$161.00	\$33,810.00	\$185.00	\$38,850.00
3	12-Inch (12") AWWA C900 DR 18, Pressure Class 235 Waterline by Trenchless Construction as shown on construction drawings (including bedding, backfill, grouting, restrained joints, fittings, pressure testing),	L.F.	170	\$117.00	\$19,890.00	\$163.60	\$27,812.00	\$180.00	\$30,600.00	\$211.00	\$35,870.00
4	8-Inch (8") AWWA C900 DR 18, Pressure Class 235 Waterline by Open Cut as shown on construction drawings (including bedding, backfill, restrained joints, fittings, pressure testing), Complete in Place.	L.F.	24	\$67.00	\$1,608.00	\$199.00	\$4,776.00	\$132.00	\$3,168.00	\$160.00	\$3,840.00
5	6-Inch (6") AWWA C900 DR 18, Pressure Class 235 Waterline by Open Cut as shown on construction drawings (including bedding, backfill, restrained joints, fittings, pressure testing), Complete in Place.	L.F.	8	\$137.00	\$1,096.00	\$351.75	\$2,814.00	\$190.00	\$1,520.00	\$185.00	\$1,480.00
6	2-Inch (2") AWWA C900 Schedule 80 Waterline by Open Cut as shown on construction drawings (including bedding, backfill, restrained joints, fittings, pressure testing), Complete in	L.F.	35	\$25.00	\$875.00	\$71.80	\$2,513.00	\$64.00	\$2,240.00	\$101.00	\$3,535.00

Construction of Titus Express Carwash Waterline Extension

Item-15.

Item	Description	Unit	Quantity	Capital Underground Utilities, LLC	Total	Osorio & Sons Construction, Inc.	Total	JTM Construction, LLC	Total	AR TurnKee Construction Company Inc.	Total
7	2-Inch (2") AWWA C900 Schedule 80 Waterline by Trenchless Construction as shown on construction drawings (including bedding, backfill, grouting, restrained joints, fittings, pressure testing), Complete in Place.	L.F.	50	\$80.00	\$4,000.00	\$89.05	\$4,452.50	\$120.00	\$6,000.00	\$111.00	\$5,550.00
8	12-Inch (12") Gate Valve and Box, AWWA C-509 (resilient seated) gate valve and box as shown on details, Complete in Place, (including lead),	EA.	2	\$4,161.00	\$8,322.00	\$5,267.50	\$10,535.00	\$4,044.00	\$8,088.00	\$5,000.00	\$10,000.00
9	8-Inch (8") Gate Valve and Box, AWWA C-509 (resilient seated) gate valve and box as shown on details, Complete in Place, (including lead), complete in place.	EA.	1	\$2,395.00	\$2,395.00	\$3,093.00	\$3,093.00	\$2,274.00	\$2,274.00	\$3,000.00	\$3,000.00
10	6-Inch (6") Gate Valve and Box, AWWA C-509 (resilient seated) gate valve and box as shown on details, Complete in Place, (including lead), complete in place.	EA.	1	\$1,793.00	\$1,793.00	\$2,282.50	\$2,282.50	\$1,611.00	\$1,611.00	\$2,000.00	\$2,000.00
11	Fire Hydrant Assembly (AWWA C-502) per specifications and details with bury as necessary to match construction drawings and details, (including lead, box, cover, and gate valve), Complete in	L.S.	1	\$6,724.00	\$6,724.00	\$8,574.80	\$8,574.80	\$6,185.00	\$6,185.00	\$7,000.00	\$7,000.00
12	Connect proposed 12-Inch (12") waterline to existing 12-inch (12") waterline (including fittings, restrained joints, bedding, backfill, testing, and removal and disposal of existing plug), Complete in Place.	EA.	1	\$1,831.00	\$1,831.00	\$1,462.50	\$1,462.50	\$3,474.00	\$3,474.00	\$1,000.00	\$1,000.00
13	Connect proposed 8-Inch (8") waterline to existing 8-inch (8") waterline (including fittings, restrained joints, bedding, backfill, testing, and removal and disposal of existing plug), Complete in Place.	EA.	1	\$1,534.00	\$1,534.00	\$1,133.35	\$1,133.35	\$3,173.00	\$3,173.00	\$950.00	\$950.00
14	6-inch (6") by 6-inch (6") full body stainless steel tapping sleeve and valve with box, Complete in Place.	EA.	1	\$4,277.00	\$4,277.00	\$4,290.00	\$4,290.00	\$6,671.00	\$6,671.00	\$11,000.00	\$11,000.00

Item	Description	Unit	Quantity	Capital Underground Utilities, LLC	Total	Osorio & Sons Construction, Inc.	Total	JTM Construction, LLC	Total	AR TurnKee Construction Company Inc.	Total
15	Remove existing service lead and install new AWWA C-901 DR-11 HDPE service lead as shown on construction drawings, all sizes, (including saddle, curb, stop, reconnection to meter box, pavement repair, curb repair, sidewalk replacement, and site restoration), Complete in Place.	EA.	2	\$1,419.00	\$2,838.00	\$1,299.00	\$2,598.00	\$3,127.00	\$6,254.00	\$3,000.00	\$6,000.00
16	12-Inch Plug & Clamp, complete in place.	EA.	3	\$769.00	\$2,307.00	\$755.00	\$2,265.00	\$1,071.00	\$3,213.00	\$650.00	\$1,950.00
17	8-Inch Plug & Clamp, complete in place.	EA.	1	\$591.00	\$591.00	\$556.90	\$556.90	\$999.00	\$999.00	\$500.00	\$500.00
18	6-Inch Plug & Clamp, complete in place.	EA.	1	\$472.00	\$472.00	\$489.90	\$489.90	\$909.00	\$909.00	\$400.00	\$400.00
19	2-Inch Blow-Off Valve w/ Box, complete in place.	EA.	1	\$2,914.00	\$2,914.00	\$3,146.10	\$3,146.10	\$1,408.00	\$1,408.00	\$1,500.00	\$1,500.00
20	Trench Safety for Water Lines, all depths.	L.F.	277	\$2.00	\$554.00	\$3.50	\$969.50	\$2.00	\$554.00	\$5.00	\$1,385.00
21	Abandonment of existing 6-inch (6"), 8-inch (8"), and 12-inch (12") waterline underneath North Richmond Road by cutting, plugging, and filling with flowable grout, Complete in Place.	L.F.	373	\$16.00	\$5,968.00	\$15.50	\$5,781.50	\$20.00	\$7,460.00	\$20.00	\$7,460.00
22	Remove & Replace Asphalt Pavement, complete in place.	S.Y.	79	\$109.00	\$8,611.00	\$105.00	\$8,295.00	\$55.00	\$4,345.00	\$145.00	\$11,455.00
23	Remove & Replace Concrete Curb and Gutter, complete in place.	L.F.	68	\$47.00	\$3,196.00	\$11.55	\$785.40	\$157.00	\$10,676.00	\$20.00	\$1,360.00
24	Remove & Replace Concrete Sidewalk, complete in place.	S.Y.	24	\$75.00	\$1,800.00	\$205.50	\$4,932.00	\$72.00	\$1,728.00	\$50.00	\$1,200.00
25	Storm Water Pollution Prevention Implementation, including installment of best management practices, maintenance, inspections, reporting and submission of required documents per TPDES Construction General Permit TXR150000, for construction of the proposed work, Complete in Place.	L.S.	1	\$1,325.00	\$1,325.00	\$2,500.00	\$2,500.00	\$917.00	\$917.00	\$1,200.00	\$1,200.00

Construction of Titus Express Carwash Waterline Extension

Item-15.

Item	Description	Unit	Quantity	Capital Underground Utilities, LLC	Total	Osorio & Sons Construction, Inc.	Total	JTM Construction, LLC	Total	AR TurnKey Construction Company Inc.	Total
26	Site Restoration to original or better condition, including regrading and stabilization of side-slopes, replacement of all damaged irrigation systems, culverts, fences, and all other existing utilities or facilities not explicitly outlined in other bid items, cleaning of pavement areas, and removal of all equipment and unused or removed materials from the site.	L.S.	1	\$2,889.00	\$2,889.00	\$3,375.00	\$3,375.00	\$4,264.00	\$4,264.00	\$7,000.00	\$7,000.00
27	Utility construction staking to be performed by Quiddity Engineering, LLC. Staking to be performed one time only. All additional staking is at the expense of the contractor.	L.S.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
28	Furnish, install, and maintain traffic control devices and appurtenances for construction of project, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition), and City of Wharton and Wharton County standards and requirements, including flagmen, temporary modifications to (and restoration of) the traffic signs and placement as necessary, Complete in Place.	L.S.	1	\$3,000.00	\$3,000.00	\$5,170.00	\$5,170.00	\$13,339.00	\$13,339.00	\$7,000.00	\$7,000.00
29	Material testing, per specifications, to be performed by Contractor.	L.S.	1	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$2,239.00	\$2,239.00	\$5,500.00	\$5,500.00
Sub Totals					\$138,260.00		\$177,430.90		\$181,156.00		\$190,985.00
Grand Total					\$138,260.00		\$177,430.90		\$181,156.00		\$190,985.00

Construction of Titus Express Carwash Waterline Extension

Item-15.

Item	Description	Unit	Quantity	Capital Underground Utilities, LLC	Total	Osorio & Sons Construction, Inc.	Total	JTM Construction, LLC	Total	AR TurnKey Construction Company Inc.	Total
Alternate 1											
ALTERNATE											
A1	6-Inch (6") AWWA C900 DR 18, Pressure Class 235 Waterline by Trenchless Construction as shown on construction drawings (including bedding, backfill, grouting, restrained joints, fittings, pressure testing), Complete in Place.	L.F.	73	\$59.00	\$4,307.00	\$114.00	\$8,322.00	\$91.00	\$6,643.00	\$165.00	\$12,045.00
A2	6-Inch (6") Gate Valve and Box, AWWA C-509 (resilient seated) gate valve and box as shown on details, Complete in Place, (including lead), complete in place.	EA.	1	\$1,842.00	\$1,842.00	\$2,282.50	\$2,282.50	\$1,465.00	\$1,465.00	\$3,000.00	\$3,000.00
A3	6-Inch Plug & Clamp, complete in place.	EA.	1	\$591.00	\$591.00	\$493.00	\$493.00	\$1,515.00	\$1,515.00	\$600.00	\$600.00
Sub Totals					\$6,740.00		\$11,097.50		\$9,623.00		\$15,645.00
Grand Total					\$6,740.00		\$11,097.50		\$9,623.00		\$15,645.00

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDING A CONTRACT FOR THE TITUS WATERLINE IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.

WHEREAS, Proposals were received for the Titus Waterline Improvement Project on February 23, 2024; and,

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

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

WHEREAS, The City of Wharton and _____ wish to be bound by the conditions as set forth in the agreement; and,

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

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

Section I. The Wharton City Council hereby authorizes the Mayor to execute the Titus Waterline Improvement Project contract.

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

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

Passed, Approved, and Adopted this 11th day of March 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees: <ul style="list-style-type: none"> A. Resignations. B. Appointments. C. Vacancies.
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><u>Resignations:</u> None.</p> <p><u>Appointments:</u> None.</p> <p><u>Vacancies:</u></p> <ul style="list-style-type: none"> A. Beautification Commission. B. Building Standards Commission. C. Mayor’s Committee on People with Disabilities. D. Plumbing and Mechanical Board. 			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			

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

WHARTON REGIONAL AIRPORT BOARD	TWO YEAR TERM	Reappointment
Jimmy Gardner	June 30, 2025	
Randy Rodriguez	June 30, 2025	
Bill Kingrey	June 30, 2025	
Larry David	June 30, 2024	
Jimmy Zissa	June 30, 2024	
Glenn Erdelt	June 30, 2024	
BEAUTIFICATION COMMISSION	TWO YEAR TERM	Reappointment
Nancy Mata	June 30, 2024	
Vacant	June 30, 2024	
Rachel Roberson	June 30, 2024	
Vacant	June 30, 2025	
Adraylle Watson	June 30, 2025	
Debbie Folks	June 30, 2025	
Sheryl Joost	June 30, 2025	
BUILDING STANDARDS COMMISSION	TWO YEAR TERM	Reappointment
Leonard Morales	June 30, 2025	
Vacant	June 30, 2025	
Vacant	June 30, 2025	
Paul Shannon	June 30, 2025	
Vacant	June 30, 2024	
Howard Singleton	June 30, 2024	
Shaun Stockwell	June 30, 2024	
Claudia Velasquez, Building Official - ExOfficio		
Jeff Gubbels - Health Officer-ExOfficio		
Hector Hernandez-Fire Marshall-ExOfficio		
ELECTRICAL BOARD	TWO YEAR TERM	Reappointment
Councilmember Burnell Neal	June 30, 2025	
Oscar Uribe	June 30, 2025	
Philip Hamlin	June 30, 2024	
Milton Barbee	June 30, 2024	
Hector Hernandez- Fire Marshal		
HOLIDAY LIGHT DECORATING CHAIRMAN	TWO YEAR TERM	Reappointment
Tim Barker	June 30, 2024	
MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES	TWO YEAR TERM	Reappointment
Johnnie Gonzales	June 30, 2024	

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

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
 Don Mueller

PUBLIC WORKS COMMITTEE

Terry Freese
 Don Mueller
 Burnell Neal

TELECOMMUNICATIONS COMMITTEE

Burnell Neal
 Terry Freese
 Don Mueller

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 Street
Wharton, TX 77488

CITY COUNCIL COMMUNICATION

Meeting Date:	3/11/2024	Agenda Item:	City Council Boards, Commissions, and Committee Reports: A. Finance Committee meeting held February 26, 2024.
Attached you will find the reports from the above-mentioned Committees.			
City Manager: Joseph R. Pace		Date: Thursday, March 7, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

Date: February 27, 2024

From: City Council Finance Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held February 26, 2024

At the February 26, 2024, City Council Finance Committee Meeting, the Committee met and discussed the following items:

1. Review & Consider: Minutes from the meeting held February 12, 2024.
2. Review & Consider: City of Wharton Proficiency Allowances:
 - A. Resolution: A resolution of the Wharton City Council updating the proficiency allowance for the City of Wharton Employees. The Committee voted to recommend this item to the City Council for consideration.

Adjournment.