



**CITY OF WHARTON  
FINANCE COMMITTEE MEETING**

**Monday, September 23, 2024  
6:30 PM**


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

**NOTICE OF  
CITY OF WHARTON  
FINANCE COMMITTEE MEETING**

Notice is hereby given that a Finance Committee Meeting will be held on Monday, September 23, 2024, at 6:30 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

**SEE ATTACHED AGENDA**

Dated this 19th day of September 2024.


By:   
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Finance Committee 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 September 19, 2024, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 19th day of September 2024.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**Finance Committee Meeting**  
**Monday, September 23, 2024**  
**City Hall - 6:30 PM**

**Call to Order.**

**Roll Call.**

**Public Comments.**


**Review & Consider:**

1. Minutes from the meeting held August 26, 2024.
2. Ordinance: An ordinance levying a tax rate for the City of Wharton, Texas, for the Tax Year 2024; directing the Tax Assessor-Collector to assess, account for, and distribute the taxes as herein levied; and providing repealing and severability clauses.
3. Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2024-85 and approving the purchase of a vehicle from Wharton County.
4. Resolution: A resolution of the Wharton City Council authorizing the purchase of equipment for the Public Works Department from Mustang CAT through the Sourcewell Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
5. Resolution: A resolution of the Wharton City Council authorizing the City Manager to purchase two (2) vehicles for the City of Wharton Code Enforcement Department from Caldwell Country Chevrolet through the Buyboard Co-operative and authorizing the City Manager to execute all documents related to said purchase.

**Adjournment.**

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

# FINANCE COMMITTEE

Meeting Date:	9/23/2024	Agenda Item:	Minutes from the meeting held August 26, 2024.
Attached is a copy of the draft minutes from the meeting held on August 26, 2024.			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			

**MINUTES  
OF  
CITY OF WHARTON  
FINANCE COMMITTEE MEETING  
120 EAST CANEY STREET  
WHARTON, TEXAS 77488  
Monday, August 26, 2024–6:00 p.m.**

City Manager Joseph R. Pace declared a meeting of the City Council Finance Committee duly open for the transaction of business at 6:00 p.m.

Committee Members present: Mayor Tim Barker, Councilmember Larry Pittman, and Councilmember Russell Machann.

Committee Members absent: None.

City Council Members present: Councilmember Terry Freese.

Staff members present: City Manager Joseph R. Pace, Finance Director Joan Anandel, Assistant to the City Manager Brandi Jimenez, City Secretary Paula Favors, Chief of Police Terry David Lynch, EMS Director Christy Gonzales, Finance Accountant London Davis, and Public Works Director Roderick Semien.

Staff members absent: None.

Visitors: Mr. Gary Bonewald.

Public Comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held on July 22, 2024. Councilmember Russell Machann made a motion to approve the minutes as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The second item on the agenda was to review and Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 86, Sections 86-15, 86-16, 86-17, and 86-21, Utilities and Services, Article I in General; 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 a savings clause and revoking all ordinances or parts of ordinances in conflict herewith only to the extent same are in conflict herewith otherwise provided herein. Finance Director Joan Anandel presented a memorandum dated August 20, 2024, to the Committee regarding the proposed increase in utility rates for customers effective October 1, 2024. She stated that the Proposed Budget included a 10% increase in water and sewer rates. After some discussion, Councilmember Russell Machann made a motion to amend the ordinance as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The third item on the agenda was to review and consider Green for Life (GFL) Rate Modification to the Solid Waste Collection and Disposal Service Franchise Agreement:

A. Resolution: A resolution of the Wharton City Council approving Amendment No. 5 to the Franchise Agreement for Solid Waste Collection Services with Green for Life (GFL) and authorizing the Mayor of the City of Wharton to execute said agreement.

B. Ordinance: An ordinance repealing and replacing the City of Wharton Code of Ordinances, Chapter 86 Utilities and Services, Article III, Solid Waste Disposal Exhibit A, 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 and setting an effective date. Finance Director Joan Anandel provided the Committee a copy of the letter dated August 23, 2024, from Mr. David Selesky of Green for Life (GFL) regarding their rate modification

to the Solid Waste Collection and Disposal Service Franchise between the City of Wharton and GFL. She stated that the letter was received via email on August 15, 2024. She stated that GFL may request rate modifications in accordance with Section 14.00, Basis and Methods of Payment, Item 14.02 Modification of Rates of the General Specifications of the Franchise Agreement (copy attached). She stated that, as Mr. Selesky stated, the rate increase was 5% in accordance with the price index mentioned in the City's franchise agreement with GFL. After some discussion, Mayor Tim Barker made a motion to approve the ordinance as presented and for the City Staff to renegotiate with GFL. Councilmember Larry Pittman seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council approving a one-year extension for the City of Wharton Bank Depository Services and authorizing the Mayor of the City of Wharton to execute all documents relating to said contract. Finance Director Joan Andel stated to the Committee that on July 14, 2021, the City Council approved a bank depository contract with Prosperity Bank for a three-year period from October 1, 2021, through September 30, 2024, with an additional one-year extension period not to exceed two additional years. She presented the Committee with the letter from Prosperity Bank renewing the agreement for an additional year through September 30, 2025. After some discussion, Councilmember Russell Machann made a motion to approve the resolution as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The fifth item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council authorizing the purchase of a vehicle for the City of Wharton Police Department and authorizing the City Manager to execute all documents related to said purchase. Chief of Police Terry David Lynch stated to the Committee that quotes were received for the purchase of a vehicle for the Police Department. Quotes received were as follows:

1. Wharton Chevrolet GMC-\$42,570.87.
2. Wharton Chevrolet GMC-\$42,884.54.
3. Wharton Chevrolet GMC-\$46,204.43.
4. Wharton Ford-\$32,348.00.
5. Ram Country Wharton-\$35,481.00.

He stated that his recommendation was the purchase of a 2019 Chevrolet Silverado 1500 from Wharton Chevrolet GMC in the amount of \$42,570.87. After some discussion, Mayor Tim Barker made a motion to approve the resolution as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The sixth item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council authorizing the City Manager to purchase three (3) vehicles for the City of Wharton Public Works Department from Cameron Country Dodge through Buyboard Co-operative and authorizing the City Manager to execute all documents related to said purchase. Public Works Director Roderick Semien stated to the Committee that he received a quote for the purchase of three (3) 2023 Dodge Ram 2500 Crew Cab 4x4 vehicles. He stated that each department, water, streets, and facilities maintenance would receive one (1) vehicle. He stated that the quote was received from Cameron Country Dodge, which was a member of the BuyBoard Co-operative and was in the amount of \$147,925.00 for the three (3) vehicles. He stated that the funds to pay for the vehicles had been allocated through the American Rescue Plan and the FEMA Alternate project funds. He presented the estimates for the vehicles. After some discussion, Councilmember Russell Machann made a motion to approve the resolution as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The seventh item on the agenda was to review and consider a Resolution: A resolution of the Wharton City Council authorizing the purchase of a vehicle for the Wharton Emergency Medical Services Department and authorizing the City Manager to execute all documents related to said purchase. EMS Director Christy Gonzales stated to the Committee that quotes were received for the purchase of a vehicle for the EMS Department. The quotes were as follows:

1. Lavaca County Emergency Medical Services-\$10,000.00
2. Ambulance Depot-\$29,900.00

She stated that she recommended Lavaca County Emergency Medical Services for the purchase. After some discussion, Councilmember Russell Machann made a motion to recommend to the City Council to approve the resolution as presented. Councilmember Larry Pittman seconded the motion. All voted in favor.

The eighth item on the agenda was adjournment.

The meeting was adjourned at 6:45 p.m.

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Joseph R. Pace, City Manager


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

## FINANCE COMMITTEE

Meeting Date:	9/23/2024	Agenda Item:	Ordinance: An ordinance levying a tax rate for the City of Wharton, Texas, for the Tax Year 2024; directing the Tax Assessor-Collector to assess, account for, and distribute the taxes as herein levied; and providing repealing and severability clauses.
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Attached is the draft ordinance levying a tax rate for the City of Wharton, Texas, for the Tax Year 2024; directing the Tax Assessor-Collector to assess, account for, and distribute the taxes as herein levied; and providing repealing and severability clauses.

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

City Manager: Joseph R. Pace	Date: Thursday, September 19, 2024
Approval: 	
Mayor: Tim Barker	



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

**AN ORDINANCE LEVYING A TAX RATE FOR THE CITY OF WHARTON, TEXAS, FOR THE TAX YEAR 2024; DIRECTING THE TAX ASSESSOR-COLLECTOR TO ASSESS, ACCOUNT FOR, AND DISTRIBUTE THE TAXES AS HEREIN LEVIED; AND PROVIDING REPEALING AND SEVERABILITY CLAUSES.**

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

**Section 1.** THAT there be and is hereby levied for the year 2024 on all real and personal property within and all real and personal property and mineral royalties owned within the city limits of the City of Wharton, Texas for the year 2024, except so much thereof as may be exempt by the constitution and of the State of Texas and of the United States, the following:

Maintenance and Operations	.09523/\$100 valuation
For Debt Service Requirements	.34140/\$100 valuation
Total Tax Rate	.43663/\$100 valuation

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE  
and  
THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.1 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.92.**

**Section2.** THAT the Tax Assessor-Collector and/or Finance Director is hereby directed to assess, extend, and enter upon the certified tax rolls of the City of Wharton, Texas, for the current taxable year, as provided by the Wharton County Appraisal District, the amounts and rates as herein levied, to keep the correct amount of same, and when collected, to be distributed in accordance with this ordinance.

**Passage and Approval**

**PASSED AND APPROVED** by a favorable majority of the members of the City Council of the City of Wharton, Texas, in a Council Meeting, this 23rd day of September 2024, duly assembled in accordance with Article VI of the Charter of the City of Wharton, Texas, by the following vote:

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

Burnell Neal, Councilmember District 1 \_\_\_\_\_

Steven Schneider, Councilmember District 2 \_\_\_\_\_

Terry Freese, Councilmember District 3 \_\_\_\_\_

Michael Voulgaris, Councilmember District 4 \_\_\_\_\_

Russell Machann, Councilmember at Large Place 5 \_\_\_\_\_

Larry Pittman, Councilmember at Large Place 6 \_\_\_\_\_

**Separability**

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.

**CITY OF WHARTON**

By: \_\_\_\_\_  
Tim Barker, Mayor

**ATTEST:**

**APPROVED FOR ADMINISTRATION:**

\_\_\_\_\_  
Paula Favors, City Secretary

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

**APPROVED AS TO FORM:**

**APPROVED FOR FUNDING:**

\_\_\_\_\_  
Paul Webb, City Attorney

\_\_\_\_\_  
Joan Andel, Finance Director


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

## FINANCE COMMITTEE

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2024-85 and approving the purchase of a vehicle from Wharton County.
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On August 26, 2024, the City Council approved Resolution No. 2024-85 for the purchase of a vehicle for the EMS Department from Lavaca County in the amount of \$10,000.00. Since then, it has been determined that Lavaca County cannot sell to a city outside their county. However, Lavaca County can sell to another county. Therefore, the City must purchase the vehicle through Wharton County. On Monday, September 23, 2024, Wharton County will present before the Commissioners Court to purchase the vehicle from Lavaca County for \$10,000.00 and sell it to the City of Wharton.

Ms. Gonzales will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, September 19, 2024
Approval: 	
Mayor: Tim Barker	

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

Item-3.

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**INTERDEPARTMENTAL MEMO**

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**DATE:** SEPTEMBER 17, 2024  
**TO:** JOSEPH R. PACE – CITY MANAGER  
**FROM:** CHRISTY GONZALES – EMS DIRECTOR  
**RE:** EMS AMBULANCE PURCHASE

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Mr. Pace,

On August 26, 2024, the City Council approved Resolution No. 2024-85 for the purchase of a vehicle for the EMS Department from Lavaca County in the amount of \$10,000.00. Since then, it has been determined that Lavaca County cannot sell to a city outside their county. However, Lavaca County can sell to another county. Therefore, the City must purchase the vehicle through Wharton County. On Monday, September 23, 2024, Wharton County will present before the Commissioners Court to purchase the vehicle from Lavaca County for \$10,000.00 and sell it to the City of Wharton. I ask if we can place this on the Council's next agenda for their review. Should you have any questions, please feel free to call.

Thank you,

*Christy Gonzales*

Christy Gonzales, Director of EMS

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING THE CITY OF WHARTON RESOLUTION NO. 2024-85 AND APPROVING THE PURCHASE OF A VEHICLE FROM WHARTON COUNTY.**

**WHEREAS,** The City Council of the City of Wharton approved the purchase of a vehicle from Lavaca County with Resolution No. 2024-85; and,

**WHEREAS,** The City wishes to purchase the vehicle from Wharton County; and,

**WHEREAS,** The City Council of the City of Wharton wishes to authorize the Emergency Medical Services Director to purchase the vehicle from Wharton County.

**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 authorizes the purchase of the vehicle from Wharton County.

**Section II.** The City Council of the City of Wharton hereby authorizes the Emergency Medical Services Director to purchase the vehicle from Wharton County.

**Section III.** That Resolution No. 2024-85 shall become null and void on September 23, 2024.

**Section IV.** That this resolution shall become effective on September 23, 2024.

**Passed, Approved, and Adopted** this 23rd day of September 2024.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## FINANCE COMMITTEE

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of equipment for the Public Works Department from Mustang CAT through the Sourcewell Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
<p>Public Works Director Roderick Semien received quotes for the purchase of the following:</p> <ol style="list-style-type: none"> <li>1. Caterpillar 920 Wheeled Roller in the amount of \$190,765.90.</li> <li>2. Caterpillar 308 Mini Excavator in the amount of \$140,469.23.</li> </ol> <p>Both of the quotes were obtained from Mustang Machinery Company, LLC. D/B/A Mustang Cat is part of the Sourcewell Cooperative Program.</p> <p>The funds to pay for the equipment purchases have been allocated through the FEMA Alternate project funds.</p> <p>Mr. Semien will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

## MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: September 17, 2024

Re: Equipment Purchases for Public Works

Public Works Director, Roderick Semien, received quotes for the purchase of:

1. Caterpillar 920 Wheeled Roller \$190,765.90
2. Caterpillar 308 Mini Excavator \$140,469.23

Both of the quotes were obtained from Mustang Machinery Company, LLC. D/B/A Mustang Cat, who is part of the Sourcewell Cooperative Program.

The funds to pay for the equipment purchases have been allocated through the FEMA Alternate project funds.

Please include this item in the Finance Committee meeting on September 23, 2024, so that a recommendation can be made and submitted to the City Council for final approval on the same date.

Please contact me for any questions.

Thank you.

REF# Q-13897

MUSTANG MACHINERY COMPANY, LLC. D/8/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 -1001

SOLD TO	CUSTOMER	City Of Wharton	SHIP TO	
	STREET ADDRESS	120 E Caney		
	CITY/STATE	Wharton/TX		/
	POSTAL CODE	77488		
	COUNTY/ COUNTRY			
	PHONE NUMBER	979-532-2491		
	EMAIL	rsemien@cityofwharton.com		
	CUSTOMER CONTACT	EQUIPMENT Roderick Semien	F.O.B. AT:	
		PRODUCT SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0687400	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:	
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TERMS	PAYMENT TERMS:		
	FINANCIALSERVICES:		
	CASH WITH ORDER: \$0.00		
BALANCE TO FINANCE. \$190,765.90			

**DESCRIPTION OF EQUIPMENT ORDERED/ PURCHASED**

MAKE:	Caterpillar	MODEL:	920-14	YEAR:	2024
ID NUMBER:	24NE1787	SERIAL NUMBER:	0SL401768	SMU:	3
920	920-14				
24NE1787	24NE1787				
CAB, DELUXE, SINGLE BRAKE 0	542-9197				
TIRES, 20.5-25, GY, SGL 12 PR	561-7109				
BUCKET-GP, 24 YD3, FUS, BOCE 1,618	546-4014				
POWERTRAIN, HI RIMPULL, 24MPH 0	538-7161				
HEATER AND AIR CONDITIONER 0	538-7130				
COUPLER, FUSION, STD LIFT 0	541-6332				
RIDE CONTROL 0	541-2852				
CARRIAGE, PAL C3/4, 62", FUS 324	532-8222				
HYDRAULICS, 3V, STD LIFT 0	538-7202				
CTWT, HIGH LIFT/AGG, 3230 LBS	550-2681				
FORK, PAL C3, 53" X 5" X 2" 215	553-3873				
CAMERA, REAR VIEW 0	504-4835				
HYDRAULIC OIL, STANDARD 0	450-5405				
GUARD, POWERTRAIN	539-1318				
LIGHTS, AUX, LED AND HALOGEN	546-3116				
PRODUCT LINK, PLE643	542-9320				
SEAT, DELUXE 0	539-7204				
FENDERS, EXT COVER 20.5 TIRES	547-5217				
STANDARD RADIO (12V) 0	541-4413				
WORKTOOL, WIRING	554-6985				
PACK, ROLL ON/ROLL OFF BY SEA 0	0G-3117				
BEACON, MAGNET, LED, AMBER 0	561-0644				
LIGHTS,ROADING,RH DIP,HAL-LED 0	571-2780				
ALARM, BACK-UP 0	543-4225				
RUST PREVENTATIVE APPLICATOR0	0G-3273				
D	PRICE UPDATE				
STANDARD WEATHER PACKAGE 0 NC	559-9898				
SEAT BELT, RETRACTABLE 2" 0 NC	550-9815				
SECURITY SYSTEM, NONE 0 NC	433-3258				
STEERING, STANDARD 0 NC	538-7124				
FAN, DEMAND 0 NC	540-3811				
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926				
LANE 3 ORDER 0 NC	0P-9003				
ENGINED NC	541-0761				
INSTRUCTIONS, ANSI 0 NC	560-3441				

Total Machine List Price: **\$256,260.00**



Quote Notes  
 <Enter any specifics about the quote here>

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	<b>SUBTOTAL</b>	<b>\$190,000.00</b>
PAYOUT TO: _____	AMOUNT: \$0.00	PAID BY: _____	HEAVY EQUIPMENT TAX	\$365.90
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	SALES TAX	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	DOC FEE	\$400.00
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____	DIESEL SURCHARGE	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	<b>TOTAL CASH PRICE</b>	<b>\$190,365.90</b>
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.  <b>PREVENTATIVE MAINTENANCE AGREEMENT</b>  CVAI500 Hours			CASH WITH ORDER	\$0.00
			TRADE IN ALLOWANCE	
			TOTAL DOWN PMT. & TRADE IN ALLOWANCE	
			UNPAID BALANCE OF TRADES	\$0.00
			<b>Invoice - Downpayment + Trade in Allowance</b>	<b>\$190,365.90</b>
			<b>TOTAL AMOUNT TO BE FINANCED</b>	<b>\$190,765.90</b>
EQUIPMENT WARRANTY				
Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.				

<b>WARRANTY TERM</b>	60 Month   3000 Hours   Premier   Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	<b>CUSTOMER INITIAL.</b>
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IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

**DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS**

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED**

DATE _____	DATE _____
ORDER RECEIVED	CUSTOMER NAME _____
BY _____ Pecos Beal	CUSTOMER SIGNATURE _____
SIGNATURE _____	TITLE _____
TITLE _____ OSR	

## TERMS AND CONDITIONS

1. **DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang M<sup>o</sup>cline, y Company, LLC, d/b/a MUSTANG CAT, Mustang Rental Services of Texas, U.C. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
2. **AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon, MUSTANG CAT's execution of this Agreement, and subject to the Item-4. of the equipment from the manufacturer. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement, in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.
3. **TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.
4. **TAKEN IN TRADE:** Customer does hereby Irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-In Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
5. **TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.
6. **CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (l) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.
7. **SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.
8. **LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen, MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
9. **SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest or MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).
10. **EVENTS OF DEFAULT:** The following are events of default by Customer. (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
11. **REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer, and for (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to the other remedies existing at law or in equity.
12. **COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.
13. **INDEMNITY:** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.
14. **INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employee's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such Insurance obtained by customer shall be primary.
15. **NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
16. **MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

REF# Q-13970

MUSTANG MACHINERY COMPANY, LLC. D/8/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 | PHONE: (800) 256 -1001

SOLD TO	CUSTOMER	City Of Wharton	SHIP TO	
	STREET ADDRESS	120 E Caney		
	CITY/STATE	Wharton/TX		/
	POSTAL CODE	77488		
	COUNTY/ COUNTRY			
	PHONE NUMBER	979-532-2491		
	EMAIL	rsemien@cityofwharton.com		
	CUSTOMER CONTACT	EQUIPMENT Roderick Semien	F.O.B. AT:	
		PRODUCT		
		SUPPORT		
	INDUSTRY CODE		SHIP VIA:	
	PRINCIPAL WORK CODE			

CUSTOMER NUMBER: 0687400	SALES TAX EXEMPTION NUMBER (IF APPLICABLE):	CUSTOMER PO NUMBER:	
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TERMS	PAYMENT TERMS:		
	FINANCIALSERVICES:		
	CASH WITH ORDER: \$0.00	CONTRACT INTEREST RATE	
	BALANCE TO FINANCE. \$140,469.23		

**DESCRIPTION OF EQUIPMENT ORDERED/ PURCHASED**

MAKE:	Caterpillar	MODEL:	308-07 RB	YEAR:	2024
ID NUMBER:	24NE0889	SERIAL NUMBER:	0GG810578	SMU:	3
308	308-07 RB				
24NE0889	24NE0889				
INTEGRATED RADIO V2 0	639-4467				
SHIPPING/STORAGE PROTECTION 0	0P-2266				
HEATER,WATERJACKET	415-2556				
BELT, SEAT, 76MM (3") RETRACTABLE	510-6085				
ALARM, TRAVEL	511-6157				
MONITOR NEXT GEN, ADVANCED, CR 0	511-6177				
LIGHTS, LED	511-6217				
CAMERA, REAR VIEW 0	511-6235				
ELECTRICAL ARR, C33 HRC	511-6253				
308 07A CR MINI EXCAVATOR	512-1401				
BOOM, SWING	512-2573				
LINES, BOOM 0 NC	514-8055				
LINES, STICK 0 NC	514-8067				
LINES, QC, LNG STK, 3 LINE	516-1613				
ENGINE, EPA TIER 4 FINAL	518-6184				
CONTROL, QC, 3 LINE	520-0778				
CAT KEY, WITH PASSCODE OPTION	522-6460				
INSTRUCTIONS, ANSI	523-3993				
INSTRUCTIONS, CANADA	523-9613				
NO EXTRA COUNTERWEIGHT	538-2663				
SEAT, MECH SUSP, FABRIC, CAB	541-4580				
SOFTWARE, PROPORTIONAL CONTROL	557-1709				
SOFTWARE, STICK STEER CONTROL	557-1710				
SOFTWARE, 2 WAY CONTROL	557-1711				
SOFTWARE, CODED START	557-1713				
STD BLADE, STD U/C, RUBBER TRK 0	562-3700				
STICK, LONG	563-2071				
LINKAGE, BUCKET W/ LIFTING EYE 0	568-1567				
EOU HOUSE SWING COVER, BT 0 NC	605-3340				
WIRING GP	604-0125				
COVER GP	605-3336				
PLUG GP	605-3339				
LANE 2 ORDER 0 NC	0P-9002				
PRODUCT LINK, CELLULAR PLE643	628-8023				
SERIALIZED TECHNICAL MEDIA KIT 0 NC	421-8926				
DRAIN, ECOLOGY	382-8757				
W COUPLER, PG, HYDRDLOCK, 7-9T 206	485-5302				
W BUCKET-DC, 54", 132 FT3, 7T 516	306-5662				

Deal # **Item-4.**  
\$53,655.00

Quote Notes

<Enter any specifics about the quote here>

TRADE-IN EQUIPMENT				TERMS OF SALE	
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____		<b>SUB TOTAL</b>	\$139,400.00
PAYOUT TO: _____	AMOUNT: \$0.00	PAID BY: _____		HEAVY EQUIPMENT TAX	\$269.23
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____		SALES TAX	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		DOC FEE	\$400.00
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____		DIESEL SURCHARGE	\$0.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		<b>TOTAL CASH PRICE</b>	\$140,069.23
<p>ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.</p> <p style="text-align: center;"><b>PREVENTATIVE MAINTENANCE AGREEMENT</b></p> <p style="text-align: center;">CVAI500 Hours!</p>				CASH WITH ORDER	\$0.00
				TRADE IN ALLOWANCE	\$0.00
				TOTAL DOWN PMT. & TRADE IN ALLOWANCE	-
				UNPAID BALANCE OF TRADES	\$0.00
				<b>Invoice - Downpayment + Trade in Allowance</b>	\$140,069.23
				<b>TOTAL AMOUNT TO BE FINANCED</b>	\$140,469.23
<b>EQUIPMENT WARRANTY</b>					
<p>Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.</p>					

<b>WARRANTY TERM</b>	60 Month   3000 Hours   Premier   Parts & Labor CAT Work Tools Warranty 12 Months/Unlimited Hours	<b>CUSTOMER INITIAL.</b>
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**IT IS MUSTANG CAT'S INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.**

**DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS**

MUSTANG CAT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH MUSTANG CAT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF MUSTANG CAT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION, OR OTHER CHARGES BY MUSTANG CAT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY. ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED.

MUSTANG CAT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. MUSTANG CAT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

**OTHER TERMS AND CONDITIONS**

ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED**

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ORDER  
RECEIVED

Item-4.

BY \_\_\_\_\_ Pecos Beal

CUSTOMER NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ OSR

TITLE \_\_\_\_\_



## TERMS AND CONDITIONS

1. **DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang M<sup>o</sup>cline, y Company, LLC, d/b/a MUSTANG CAT, Mustang Rental Services of Texas, U.C. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.
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8. **LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen, MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.
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15. **NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>
16. **MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby Irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates, The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE PUBLIC WORKS DEPARTMENT FROM MUSTANG CAT THROUGH THE SOURCEWELL COOPERATIVE PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** Quotes were received for the purchase of equipment for the Public Works Department; and,

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

**WHEREAS,** Mustang Cat submitted quotes in the amount of \$330,935.13; and,

**WHEREAS,** The Wharton City Council wishes to approve Mustang Cat for the purchase of a Caterpillar 920 Wheeled Roller in the amount of \$190,765.90 and a Caterpillar 308 Mini Excavator in the amount of \$140,469.23 for the Public Works Department; and,

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

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

**SECTION I.** The Wharton City Council hereby authorizes the City Manager to purchase equipment for the Public Works Department from Mustang Cat through the Sourcewell Cooperative Purchasing Program in the amount of \$330,935.13.

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

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

**PASSED AND APPROVED** this 23rd day of September 2024.

**CITY OF WHARTON**

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**TIM BARKER**  
Mayor


**ATTEST:**

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**PAULA FAVORS**  
City Secretary

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

## FINANCE COMMITTEE

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the City Manager to purchase two (2) vehicles for the City of Wharton Code Enforcement Department from Caldwell Country Chevrolet through the Buyboard Co-operative and authorizing the City Manager to execute all documents related to said purchase.
<p>Building Official Claudia Velasquez received a quote for the purchase of two (2) 2025 Chevrolet Trax vehicles for the Code Enforcement Department. The quote was received from Caldwell Country Chevrolet who is a member of the BuyBoard Co-operative and is in the amount of \$43,790.00 for the two vehicles. The funds to pay for the vehicles have been allocated through the FEMA Alternate project funds.</p> <p>Ms. Velasquez will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			





# City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

## MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: September 17, 2024

Re: Vehicle purchases for Code Enforcement Department

Building Official Claudia Velasquez received a quote for the purchase of two (2) 2025 Chevrolet Trax vehicles.

The quote was received from Caldwell Country Chevrolet who is a member of the BuyBoard Co-operative and is in the amount of \$43,790.00 for the two vehicles.

The funds to pay for the vehicles have been allocated through the FEMA Alternate project funds.

Please include this item in the Finance Committee meeting on September 23, 2024, so that a recommendation can be made and submitted to the City Council for final approval on the same date.

Please contact me for any questions.

Thank you.

# CALDWELL COUNTRY CHEVROLET

Item-5.

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: <u>CITY OF WHARTON</u>	Caldwell Rep: <u>BEN LAUREANO QUOTE#91624</u>
Contact: <u>CLAUDIA VELASQUEZ</u>	Phone: <u>979-567-6155</u>
Phone/email: <u>CVELASQUEZ@CITYOFWHARTON.COM</u>	Date: <u>Monday, September 16, 2024</u>
Product Description: <u>CHEVROLET TRAX</u>	email: <u>ben@caldwellcountry.com</u>

A. Bid Series: \_\_\_\_\_ 4 A. Base Price: \$ 21,495.00

**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
1TR58	2025 CHEVROLET TRAX FWD LS	INCL		REAR VISION CAMERA	INCL
	LS EQUIPMENT GROUP	INCL		REMOTE KEYLESS ENTRY	INCL
	SEAT, FRONT BUCKET	INCL		POWER WINDOW/LOCK	INCL
	JET BLACKM CLOTH TRIM	INCL		CRUISE CONTROL	INCL
	CHEV. INFOTAINMENT 3 SYSTEM	INCL		FORWARD COLLISION ALERT	INCL
	ENGINE 1.2L TURBO VVT	INCL		CARPET FLOORING	INCL
	TRANS 6-SPEED AUTO	INCL		LANE KEEP ASSIST W/ DEPARTURE	INCL
<b>Total of B. Published Options:</b>					

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

Disclaimer	Unpublished Options	Bid Price
<b>**PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED**</b>	GAZ - WHITE / INCOMING STOCK	COLOR / DELIVERY
<b>Total of C. Unpublished Options:</b>		

- |   |              |
|---|--------------|
| D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:                           | \$ -         |
| E. UPFITTERS:   | \$ -         |
| F. Manufacturer Destination/Delivery:   | \$ -         |
| G. Floor Plan Interest (for in-stock and/or equipped vehicles):   | \$ -         |
| H. Lot Insurance (for in-stock and/or equipped vehicles):   | \$ -         |
| I. Contract Price Adjustment: _____   | \$ -         |
| J. Additional Delivery Charge: _____ miles  | \$ -         |
| K. Subtotal:  | \$ 21,495.00 |
| L. Quantity Ordered <u>1</u> x K =  | \$ 21,495.00 |
| M. Trade in: _____  | \$ -         |
| N. BUYBOARD FEE PER PURCHASE ORDER  | \$ 400.00    |
| O. <b>TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)</b> | \$ 21,895.00 |



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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) VEHICLES FOR THE CITY OF WHARTON CODE ENFORCEMENT DEPARTMENT FROM CALDWELL COUNTRY CHEVROLET THROUGH THE BUYBOARD CO-OPERATIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** The Wharton City Council has appropriated funds for the purchase of vehicles for the Code Enforcement Department; and,

**WHEREAS,** The City of Wharton is a member of and participates in the BuyBoard Co-operative Purchasing Program; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager to purchase two (2) vehicles for the Code Enforcement Department from Caldwell Country Chevrolet through the Buyboard Co-operative in the amount of \$43,790.00; and,

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

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

**SECTION I.** The Wharton City Council hereby authorizes the City Manager to purchase two (2) vehicles for the Code Enforcement Department from Caldwell Country Chevrolet through the Buyboard Co-operative in the amount of \$43,790.00.

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

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

**PASSED AND APPROVED** this 23rd day of September 2024.

**CITY OF WHARTON**

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

**ATTEST:**

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