



**CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING**

**Monday, November 14, 2022  
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, November 14, 2022 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 10<sup>th</sup> day of November 2022.

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 November 10, 2022, 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 10<sup>th</sup> day of November 2022.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**City Council Regular Meeting**  
**Monday, November 14, 2022**  
**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 October 10, 2022 and October 24, 2022.
2. Resolution: A resolution of the Wharton City Council approving an agreement between the City of Wharton and Linebarger Goggan Blair & Sampson, for collection services of delinquent emergency medical services accounts and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
3. Resolution: A resolution of the Wharton City Council approving a contract between the City of Wharton and Triple C Services, LLC., for grease trap inspections and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
4. Resolution: A resolution of the Wharton City Council awarding a contract for the re-striping of North Alabama Road from Milam Street to Ahldag Street and authorizing the Mayor of the City of Wharton to execute all documents relating to said contract.
5. Resolution: A resolution of the Wharton City Council authorizing the purchase of a drone for the Wharton Police Department through the Wharton County 100 Club and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
6. U.S. 59/I-69 Upgrade Continuous Lighting Agreement with the Texas Department of Transportation (TxDOT).
7. Resolution: A resolution of the Wharton City Council authorizing the City Staff to issue Requests for Proposals (RFP) for qualified firms and establishing a consultant selection committee and developing evaluation criteria for the selection of qualified firms for the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666.
8. Resolution: A resolution of the Wharton City Council approving Change Order No. 1, for additional contract time and increased costs with C3 Constructors, LLC for the Wharton

WWTP #1 Coarse Screen Project and authorizing the Mayor to execute all documents related to said change order.

- [9.](#) Resolution: A resolution of the Wharton City Council ratifying and approving Change Order No. 1 for additional costs with HTI Construction for the Armstrong Street Waterline Improvement Project and authorizing the Mayor to execute all documents related to said Change Order.
- [10.](#) Resolution: A resolution of the Wharton City Council approving a contract for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
- [11.](#) Resolution: A resolution of the Wharton City Council approving a contract for engineering services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
- [12.](#) Pay Request No. 1 and Final from Ram Rod Utilities, LLC for the waterline improvements for Baird Subdivision.
- [13.](#) Pay Request No. 1 & 2 from CR McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators.
- [14.](#) Pay Request No. 1 from C3 Constructors, LLC for the WWTP #1 Coarse Screen Project.
- [15.](#) Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees:

  - A. Appointments.
  - B. Resignations.
  - C. Vacancies.
- [16.](#) City Council Boards, Commissions and Committee Reports:

  - A. Public Works Committee meeting held October 24, 2022.

## **Adjournment.**

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

## CITY COUNCIL COMMUNICATION

|  |            |                                   |  |
|--|------------|-----------------------------------|--|
| Meeting Date:  | 11/14/2022 | Agenda Item:                      | Reading of the minutes from the regular meetings held October 10, 2022 and October 24, 2022. |
| Attached you will find the draft minutes from the regular meetings held October 10, 2022 and October 24, 2022. |            |                                   |  |
| City Manager: Joseph R. Pace   |            | Date: Thursday, November 10, 2022 |  |
| Approval:                   |            |                                   |  |
| Mayor: Tim Barker  |            |                                   |  |

**MINUTES  
OF  
CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING  
OCTOBER 10, 2022**

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

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

Councilmember absent was: Terry Freese.

Staff members present were: City Manager, Joseph R. Pace; City Attorney, Paul Webb; City Finance Director, Joan Andel; City Secretary, Paula Favors, TRMC, CPM, MMC; Director of Planning and Development, Gwyn Teves, CPM; Assistant to the City Manager, Brandi Jimenez; Police Chief, Terry David Lynch; EMS Director, Christy Gonzales and Emergency Management Coordinator, Lt. Ben Guanajuato.

Visitors present were: Curtis w. Evans; Haywood M. Ross; Jeff Rainer, Executive Director of the Wharton Chamber of Commerce, Ron Sanders; Tim Guin and Joe Southern with the Wharton Journal Spectator.

**Roll Call and Excused Absences.**

After some discussion, Councilmember, Russell Machann, moved to excuse Councilmember, Terry Freese. Councilmember, Steve Schneider, seconded the motion. All voted in favor.

**Public Comments.**

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

**Wharton Moment.**

Mayor, Tim Barker, called for Wharton Moments. Councilmember, Russell Machann, stated it was a successful National Night Out. City Manager, Joseph R. Pace, stated there was a good turnout for the Monterey Square Wine & Arts Fair and it was a great way for businesses to show they are open.

**Review and Consider:**

The first item on the agenda was to review and consider reading of the minutes from the regular meetings held September 12, 2022 and September 26, 2022. After some discussion, Councilmember, Russell Machann, moved to approve the minutes from the regular meetings held September 12, 2022 and September 26, 2022. Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider a request from Mr. Haywood Ross for an extension of Variance for Temporary Placement of Travel Trailer for Temporary Housing for 517 Black Street. Director of Planning & Development, Gwyn Teves, stated Mr. Haywood Ross, requested and received temporary variances of Chapter 38-Manufactured Housing, Mobile Homes and Travel Trailers; Article II-Requirements Concerning Mobile Homes, Manufactured Housing and Travel Trailers; Division 3-Recreational Vehicles for 517 Black Street. Mrs. Teves said the last variance expired February 10, 2022. She said that Mr. Ross, had not supplied any of the required utilities to the trailer as of this date and was requesting the Council to extend his variance. After some discussion, Councilmember, Russell Machann, moved to approve a 60-day extension for for Temporary Placement of Travel Trailer for Temporary Housing for 517 Black Street. Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a request by Ms. Faye Watson, with the Wharton County Recovery Team, for an extension of Variance for Temporary Placement of Travel Trailer for Temporary Housing for 1605 Goode Street. Director of Planning & Development, Gwyn Teves, stated Ms. Faye Watson, with the Wharton County Recovery Team, requested and received temporary variances of Chapter 38-Manufactured Housing, Mobile Homes and Travel Trailers; Article II-Requirements Concerning Mobile Homes, Manufactured Housing and Travel Trailers; Division 3-Recreational Vehicles for 1605 Goode Street for Mr. Doran Steele. Mrs. Teves said the last variance expired April 10, 2022. She said the City had provided multiple variances and extensions of these variances in an effort to assist residents while alternative housing arrangements were made. Mrs. Teves presented a copy of the request from Ms. Watson, for a 6-month extension to the variance. After some discussion, Councilmember, Clifford Jackson, moved to approve a 6-month extension to the Variance for Temporary Placement of Travel Trailer for Temporary Housing for 1605 Goode Street. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a request by Mr. Jeff Rainer, Wharton Chamber of Commerce & Agriculture 2022 Holiday Parade Chairman, for the Wharton Holiday Parade for the following:

- A. Ordinance: An ordinance approving the 2022 Chamber of Commerce & Agriculture Holiday Parade Permit and authorizing the Wharton Police Department to redirect traffic.
- B. The closure of State Highway 60 (Burleson Street and Milam Street) from its intersection at Alabama Road and Polk Street and the 100 Block of South

Fulton Street and South Houston Street from 5:00 p.m. to 9:00 p.m. and declare it as a “No Parking Zone”.

- C. City of Wharton to transport, set up and return five (5) portable lights for use during the parade.

City Manager, Joseph R. Pace, presented a copy of the request from Mr. Jeff Rainer, Wharton Chamber of Commerce & Agriculture 2022 Holiday Parade Chairman, for the Wharton Holiday Parade. Mr. Ron Sanders, Executive Director of the Wharton Chamber of Commerce, stated the request was the same as in years past. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Ordinance No. 2022-17, which read as follows:

**CITY OF WHARTON  
ORDINANCE NO. 2022-17**

**AN ORDINANCE APPROVING THE 2022 CHAMBER OF COMMERCE & AGRICULTURE HOLIDAY PARADE PERMIT AND AUTHORIZING THE POLICE DEPARTMENT TO REDIRECT TRAFFIC.**

**WHEREAS,** The Wharton Chamber of Commerce and Agriculture has filed an application for a parade permit with the City of Wharton Police Department as required under the City of Wharton Code of Ordinances, Chapter 82, Article III, Sec. 82-91; and,

**WHEREAS,** The requested parade route requires the City of Wharton to close State Highway 60 (Burlson Street and Milam Street) from its intersection with Alabama Road and Polk Street and the 100 Block of South Fulton Street and South Houston Street from 5:00 p.m. to 9:00 p.m. and declare a “no parking zone” for such; and,

**WHEREAS,** The closure of State Highway 60 will be for a time of less than four (4) hours; and,

**WHEREAS,** The closure will require the detouring of all traffic according to the map (Attachment A) attached to this ordinance; and,

**WHEREAS,** The routing of all traffic will include truck traffic to Alabama Road which is prohibited by ordinance; and,

**WHEREAS,** The City Council wishes to suspend for the duration of the parade the enforcement of said ordinance of trucks traveling on Alabama Road; and,

**WHEREAS,** If there are any other ordinances that would be violated because of the re-routing of all traffic their suspension is hereby authorized.

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

- Section I.** The parade permit for the Wharton Chamber of Commerce and Agriculture is hereby approved.
- Section II.** The parade route is hereby approved as detailed in the attached map (Attachment A) which is hereby made part of this ordinance.
- Section III.** The closure of all streets as indicated in said map identified in Section II are hereby authorized.
- Section IV.** The traffic detour plan as identified in Section III above is hereby approved.
- Section V.** The Chief of Police and City Staff are hereby authorized to make the necessary expenditures needed to ensure the safety of the public.
- Section VI.** This ordinance shall become effective on the 22nd day of November 2022 and remain in effect until such time that the parade concludes.

**Passed, Approved and Adopted this 10th day of October 2022.**

**CITY OF WHARTON, TEXAS**

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

**ATTEST**

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

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

The fifth item on the agenda was to review and consider a resolution of the Wharton City Council adopting the City of Wharton Investment Policy after the Annual Review of City of Wharton Investment Policy and setting an effective date. Finance Director, Joan Andel, stated the City of Wharton Investment Policy must be reviewed and adopted annually. Mrs. Andel, presented a memorandum regarding the current policy. After some discussion, Councilmember, Clifford Jackson, moved to approve City of Wharton Resolution No. 2022-104, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-104**

**A RESOLUTION OF THE WHARTON CITY COUNCIL ADOPTING THE CITY OF WHARTON INVESTMENT POLICY AFTER THE ANNUAL REVIEW OF THE CITY OF WHARTON INVESTMENT POLICY, SETTING AN EFFECTIVE DATE.**

**WHEREAS,** The Public Funds Investment Act, requires the City Council to review and adopt, by resolution, the investment policies and strategies for the City of Wharton on an annual basis; and,

**WHEREAS,** The City of Wharton designates the City Manager and the Finance Director as investment officers; and,

**WHEREAS,** The City of Wharton approves the training courses sponsored or endorsed by the Texas Municipal League, the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, or the North Central Texas Council of Governments as adequate to meet the investment training requirements; and,

**WHEREAS,** The attached investment policy complies with the Public Funds Investment Act and authorizes the investment of City funds in safe and prudent investments.

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

**Section I.** The City of Wharton has complied with the requirements of the Public Funds Investment Act and the Investment Policy attached hereto as "Exhibit A" is hereby adopted as the Investment Policy of the City of Wharton effective October 10, 2022.

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

**Passed, Approved, and Adopted** this 10<sup>th</sup> day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**TIM BARKER**  
Mayor

**ATTEST:**

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**PAULA FAVORS**  
City Secretary

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

The sixth item on the agenda was to review and consider a request to rescind Surplus Auction vehicle and donate said unit to the Wharton County Junior College Law Enforcement Academy. Chief of Police, Terry David Lynch, presented a copy of a request from Mr. Tim Guin, regarding the donation of a used Tahoe for the Wharton County Junior College Law Enforcement Academy. Chief Lynch stated the Wharton Police Department upgrades their police vehicles on a rotational basis and there were several vehicles that had been or would be rotated out of the fleet. Chief Lynch requested the City Council consider rescinding previous action to sell Unit 1177 through Surplus Auction and to donate said unit to the Wharton County Junior College Law Enforcement Academy. After some discussion, Councilmember, Don Mueller, moved to approve rescinding previous action to sell Unit 1177 through Surplus Auction and to donate said unit to the Wharton County Junior College Law Enforcement Academy. Councilmember, Russell Machann, seconded the motion. All voted in favor.

The seventh item on the agenda was to review a consider a resolution of the Wharton City Council awarding a contract for the Emergency Medical Services Ambulance Bay Roof Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract. EMS Director, Christy Gonzales, presented copies of bids that the City Staff obtained for the roof replacement to Emergency Medical Services Ambulance Bay. EMS Director Gonzales stated the Emergency Medical Services Bay Roof was over thirty years old and had several leaks therefore was in need to be replaced. Mrs. Gonzales said the following bids received were as follows:

1. Cernosek Construction, Inc. \$20,467.00
2. C4 Construction Group, LLC \$30,300.00
3. Jaco Roofing & Construction, Inc. \$37,997.00

After some discussion, Councilmember, Steve Schneider, moved to approve City of Wharton Resolution No. 2022-105, which read as follows:

**CITY OF WHARTON**  
**RESOLUTION NO. 2022-105**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDING A CONTRACT FOR THE EMERGENCY MEDICAL SERVICES AMBULANCE BAY 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 Emergency Medical Services Ambulance Bay Roof Project; and,

**WHEREAS,** Cernosek Construction, Inc., was deemed the best lowest qualified bidder in the amount of \$20,467.00; and,

**WHEREAS,** The Wharton City Council wishes to award a contract to Cernosek Construction, Inc., for the Emergency Medical Services Ambulance Bay Roof Project in the amount of \$20,467.00; and,

**WHEREAS,** The City of Wharton and Cernosek Construction, Inc., 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 Emergency Medical Services Ambulance Bay Roof Project to Cernosek Construction, Inc., in the amount of \$20,467.00.

**Section II.** The City of Wharton and Cernosek Construction, Inc., 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 10th day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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**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 Change Order No. 1 & Change Order No. 2, for additional costs with Underground Construction Solutions, LLC, for the F.M. 1301 Utility Relocation Project and authorizing the Mayor to execute all documents related to said change orders. Director of Planning & Development, Gwyn Teves, presented copies of the F.M. 1301 Extension Utility Relocation Contract, Change Order No. 1 & No. 2 from Underground Construction Solutions, LLC. Mrs. Teves stated Change Order No. 1 was for an increase in the amount of \$7,350.00 for the addition of reconnection of the Mobile Home Park utilities after discovery that they were connected to the decommissioned portion of the abandoned line. She said that Change Order No. 2 was for an increase in the amount of \$2,000.00 for the addition of an extra valve and avoidance of an unmarked gas line. After some discussion, Councilmember, Larry Pittman, moved to approve City of Wharton Resolution No. 2022-106, which read as follows:

**CITY OF WHARTON**  
**RESOLUTION NO. 2022-106**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING CHANGE ORDER NO. 1 & CHANGE ORDER NO. 2, FOR ADDITIONAL COSTS WITH UNDERGROUND CONSTRUCTION SOLUTIONS, LLC FOR THE F.M. 1301 UTILITY RELOCATION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CHANGE ORDERS.**

**WHEREAS,** The Wharton City Council wishes to approve Change Order No. 1, for an increase in the amount of \$7,350.00 for the addition of reconnection of the Mobile Home Park utilities after discovery that they were connected to the decommissioned portion of the abandoned line; and,

**WHEREAS,** The Wharton City Council wishes to approve Change Order No. 2, for an increase in the amount of \$2,000.00 for the addition of an extra valve and avoidance of an unmarked gas line; and,

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

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

- Section I.** The Wharton City Council hereby authorizes Change Order No. 1, for an increase in the amount of \$7,350.00 for the addition of reconnection of the Mobile Home Park utilities after discovery that they were connected to the decommissioned portion of the abandoned line.
- Section II.** The Wharton City Council hereby authorizes Change Order No. 2, for an increase in the amount of \$2,000.00 for the addition of an extra valve and avoidance of an unmarked gas line.
- Section III.** The Wharton City Council hereby authorizes the Mayor to execute all documents related to the change orders.
- Section IV.** That this resolution shall become effective immediately upon its passage.

**Passed, Approved, and Adopted** this 10<sup>th</sup> day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The ninth item on the agenda was to review and consider Pay Request No. 8 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. 8 in the amount of \$30,821.99 from E-Contractors for the Wharton Well and Water Plant Contract No. 1 – General Construction. After some discussion, Councilmember, Steve Schneider, moved to approve Pay Request No. 8 from E-Contractors for the Wharton Well and Water Plant Contract No. 1 – General Construction in the amount of \$30,821.99. Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

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

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

After some discussion, no action was taken.

There being no further discussion, Councilmember, Don Mueller, moved to adjourn.

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

The meeting adjourned at 7:31 p.m.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

**MINUTES  
OF  
CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING  
OCTOBER 24, 2022**

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. Adraylle Watson, led the opening devotion and Mayor, Tim Barker, led the pledge of allegiance.

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

Councilmember absent was: None.

Staff members present were: City Manager, Joseph R. Pace; Finance Director, Joan Anandel; City Secretary, Paula Favors, TRMC, CPM, MMC; Director of Planning and Development, Gwyn Teves, CPM; Assistant to the City Manager, Brandi Jimenez; Police Chief, Terry David Lynch; Fire Chief, Anthony Abbott; EMS Director, Christy Gonzales and Assistant to the Building Official, Claudia Velasquez.

Visitors present were: Jim Maddox; Brian Jarrard; Adraylle Watson and Joe Southern 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.**

City Manager, Joseph R. Pace, stated the Houston Astros would be advancing to the World Series.

Mayor, Tim Barker, stated Mr. Tom Hudgins passed away October 23, 2022.

**Proclamation**

1. Proclamation: Presentation of Fire Prevention Proclamation.

Mayor, Tim Barker, presented a proclamation to the Wharton Volunteer Fire Chief, Anthony Abbott, for Fire Prevention Month, which read as follows:

**CITY OF WHARTON  
OFFICE OF THE MAYOR  
PROCLAMATION**

**WHEREAS,** The City of Wharton is committed to helping ensure the health and safety of all those living and visiting our community; and,

**WHEREAS,** Each year, during the month of October, the Fire Department takes the opportunity to remind the citizens of Wharton of the devastating impact fire could have on each of us; and,

**WHEREAS,** The City of Wharton Firefighters, are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

**WHEREAS,** Working smoke alarms cut the risk of dying in home fires in half; and,

**WHEREAS,** City of Wharton residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and;

**WHEREAS,** It is appropriate to recognize the value and the accomplishments of the Fire Service providers by designating Fire Prevention Month.

**NOW, THEREFORE BE IT RESOLVED,** I, Tim Barker, by the authority vested in me as Mayor of the City of Wharton, Texas do hereby proclaim today the month of October, as

**“Fire Prevention Month”**

in the City of Wharton.

**IN WITNESS THEREOF,** I have set my hand and caused the seal of the City of Wharton to be affixed this 24<sup>th</sup> day of October, in the year of our Lord two thousand twenty-two A.D.

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Tim Barker  
Mayor  
City of Wharton

**Review and Consider:**

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

The second item on the agenda was to review and consider request from Ms. Dinora Eureste of 112 West Belle Avenue and Ms. Herlinda Eureste of 113 West Wayside Avenue, Hawes 3 Subd., Block 1, Lots 15, 16B, 17B, 18B, 19B, 22A & 22B to replat the properties into Eureste Subdivision. Director of Planning & Development, Gwyn Teves, presented a copy of the request from Ms. Dinora Eureste of 112 West Belle Avenue and Ms. Herlinda Eureste of 113 West Wayside Avenue, Hawes 3 Subd., Block 1, Lots 15, 16B, 17B, 18B, 19B, 22A & 22B to replat the properties into Eureste Subdivision. Mrs. Teves stated the Planning Commission met on Monday, October 17, 2022, and voted to recommend this item to the City Council for consideration. After some discussion, Councilmember, Clifford Jackson, moved to approve the request from Ms. Dinora Eureste of 112 West Belle Avenue and Ms. Herlinda Eureste of 113 West Wayside Avenue, Hawes 3 Subd., Block 1, Lots 15, 16B, 17B, 18B, 19B, 22A & 22B to replat the properties into Eureste Subdivision. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a request for an extension of Variance for Temporary Placement of Travel Trailer for Temporary Housing for 820 Old Caney Road. Director of Planning & Development, Gwyn Teves, stated Mr. Charles Washington, had requested and received temporary variances of Chapter 38-Manufactured Housing, Mobile Homes and Travel Trailers; Article II-Requirements Concerning Mobile Homes, Manufactured Housing and Travel Trailers; Division 3-Recreational Vehicles for 820 Old Caney Road due to the reconstruction of his home that was destroyed by fire. Mrs. Teves said the last variance expired August 14, 2022 and the City had provided multiple variances and extensions of these variances in an effort to assist residents while alternative housing arrangements are made. After some discussion, Councilmember, Clifford Jackson, moved to approve for six months, an extension of Variance for Temporary Placement of Travel Trailer for Temporary Housing for 820 Old Caney Road. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider resolution of the Wharton City Council approving a Development Agreement with Wharton 55, LLC., and the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement. City Manager, Joseph R. Pace, presented a draft copy of the Development Agreement with Wharton 55, LLC., and the City of Wharton. Mr. Brian Jarrard stated Wharton 55, LLC., was proposing to develop approximately 225 single family residential homes and infrastructure improvements pursuant to the agreement. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2022-107, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-107**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A DEVELOPMENT AGREEMENT WITH WHARTON 55, LLC., AND THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** Wharton 55, LLC., and the City of Wharton wish to enter into a Development Agreement; and,

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

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

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

**Section I.** The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute the Development Agreement with Wharton 55, LLC., and the City of Wharton.

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

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

**PASSED, APPROVED, and ADOPTED** this 24th day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The fifth item on the agenda was to review and consider resolution of the Wharton City Council approving an agreement between the City of Wharton and BBG Consultants for plan review and inspection services and authorizing the Mayor of the City of Wharton to execute the agreement. Assistant to the Building Official, Claudia Velasquez, stated the contract for building plan review, fire plan review, and inspection services with BBG Consulting had expired. Mrs. Velasquez said the Code Enforcement Department had received a new agreement to be effective October 1, 2022, with an automatic renewal annually and a 45-day termination notice by the City if necessary. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2022-108, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-108**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF WHARTON AND BBG CONSULTANTS FOR PLAN REVIEW AND INSPECTION SERVICES AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.**

**WHEREAS,** The Wharton City Council wishes to engage the services of BBG Consultants to provide plan review and inspection services for the City of Wharton; and,

**WHEREAS,** BBG Consultants wishes to provide said services for the City of Wharton; and,

**WHEREAS,** The City of Wharton and BBG Consultants wishes to be bound by the conditions of said 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 of the City of Wharton to execute an agreement with BBG Consultants for plan review and inspection services for the City of Wharton.

**Section II.** The City of Wharton and of BBG Consultants 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 24th day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The sixth item on the agenda was to review and consider resolution of the Wharton City Council authorizing the purchase of a drone for the Wharton Police Department through the Lone Star Grant and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase. Chief, Terry David Lynch, stated the Wharton Police Department was building a Drone Program for the Department. Chief Lynch said the Drone Program would be utilized in the investigation of human smuggling, missing persons, crime scenes and vehicle crashes, along with an infinite number of other law enforcement uses. He said the purchase of a drone was funded through the Lone Star Grant in the amount of \$7,737.00. After some discussion, Councilmember, Larry Pittman, moved to approve City of Wharton Resolution No. 2022-109, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-109**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A DRONE FOR THE WHARTON POLICE DEPARTMENT THROUGH THE LONE STAR GRANT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** The Wharton City Council authorizes the purchase of a drone for the Wharton Police Department through the Lone Star Grant in the amount of \$7,737.00; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager to purchase said drone; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager to execute the agreement related to the purchase of the drone.

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

**SECTION I.** The Wharton City Council hereby authorizes the City Manager to purchase a drone for the Wharton Police Department through the Lone Star Grant in the amount of \$7,737.00.

**SECTION II.** The Wharton City Council hereby authorizes the City Manager to execute the agreement related to the purchase of the drone.

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

**PASSED AND APPROVED** this 24th day of October 2022.

**CITY OF WHARTON**

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**TIM BARKER**  
Mayor

**ATTEST:**

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**PAULA FAVORS**  
City Secretary

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

The seventh item on the agenda was to review and consider resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2017-16 and approving new rates for Emergency Medical Services. EMS Director, Christy Gonzales, stated the City EMS Staff, met and reviewed the EMS rates being charged for services. EMS Director Gonzales presented a copy of the new proposed rates in Exhibit A of the Resolution. After some discussion, Councilmember, Terry Freese, moved to the City of Wharton Resolution No. 2022-110, which read as follows:

**CITY OF WHARTON**  
**RESOLUTION NO. 2022-110**

**A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING THE CITY OF WHARTON RESOLUTION NO. 2017-16 AND APPROVING NEW RATES FOR EMERGENCY MEDICAL SERVICES.**

**WHEREAS,** The City Council of the City of Wharton established rates in accordance with Resolution No. 2017-16; 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. 2017-16 shall become null and void on October 24, 2022.

**Section IV.** That this resolution shall become effective on October 25, 2022.

**Passed, Approved, and Adopted** this 24<sup>th</sup> day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The eighth item on the agenda was to review and consider resolution of the Wharton City Council approving participation in the Texas EMS Scholarship Program through the Southeast Texas Regional Advisory Council and authorizing the Mayor of the City of Wharton to execute all documents related to said participation. EMS Director, Christy Gonzales, presented information in regards to SETRAC (Southeast Texas Regional Advisory Council) - Texas EMS Scholarship Program. EMS Director Gonzales stated the 87th Texas Legislature, through Senate Bill 8, provided by Department State Health Services \$21.7M funding was available for the recruitment and retention of EMS Personnel. She said the City Staff was seeking approval to use this opportunity for employees at current Emergency Medical Technician and Advanced Emergency Medical Technician certification

to advance their education and certification status. After some discussion, Councilmember, Clifford Jackson, moved to approve City of Wharton Resolution No. 2022-111, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-111**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING PARTICIPATION IN THE TEXAS EMS SCHOLARSHIP PROGRAM THROUGH THE SOUTHEAST TEXAS REGIONAL ADVISORY COUNCIL AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PARTICIPATION.**

**WHEREAS,** The City of Wharton City Council wishes to participate in the Texas EMS Scholarship Program through the Southeast Texas Regional Advisory Council; and,

**WHEREAS,** The purpose of the program is to enhance current Emergency Medical Technician and Advanced Emergency Medical Technician certification to advance their education and certification status; and,

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

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

**SECTION I.** The Wharton City Council hereby approves the participation in the Texas EMS Scholarship Program through the Southeast Texas Regional Advisory Council.

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

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

**PASSED, APPROVED, and ADOPTED** this 24<sup>th</sup> day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
**PAULA FAVORS**

City Secretary

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

The ninth item on the agenda was to review and consider resolution of the Wharton City Council approving the purchase and installation of debt and lease management software for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said contract. Finance Director, Joan Anadel, stated that due to the requirement of the City to implement the Government Accounting Standards Board (GASB) 87 effective with the fiscal year ending September 30, 2022, it was necessary that software was purchased to handle the City's debt and lease portfolio. Mrs. Anadel said the City Staff had checked references on both of these companies and recommend that the City select DebtBook. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2022-112, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-112**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE PURCHASE AND INSTALLATION OF DEBT AND LEASE MANAGEMENT SOFTWARE FOR THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** It is in the best interest of the City of Wharton to purchase and install software, which will allow for debt and lease management in order to comply with the requirements of GASB87 and GASB96; and,

**WHEREAS,** The Wharton City Council has designated the necessary funding for the purchase and installation of said software through the Fiscal Year 2023 Budget; and,

**WHEREAS,** The Wharton City Council wishes to approve funding in the amount of \$9,750.00 to be used to purchase and install said software; and,

**WHEREAS,** The Wharton City Council wishes to purchase debt and lease management software; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute any and all documents related to said software's purchase and installation.

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

**Section I.** That the Wharton City Council hereby approves the purchase in the amount

of \$9,750.00 to purchase and install debt and lease management software.

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

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

**Passed, Approved, and Adopted** this 24<sup>th</sup> day of October 2022.

**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 resolution of the Wharton City Council approving the purchase and installation of a line printer for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said purchase. Finance Director, Joan Andel, stated the Utility Department line printer was in need of replacement. Mrs. Andel said the printer was primarily used to print the City's monthly utility bills and the current printer was twenty (20) plus years of age. She said the Staff has had to call for service twice in the last year for a cost of \$1,275. After some discussion, Councilmember, Clifford Jackson, moved to approve City of Wharton Resolution No. 2022-113, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-113**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE PURCHASE AND INSTALLATION OF A LINE PRINTER FOR THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** It is in the best interest of the City of Wharton to purchase a line printer from Aba Moriah Corp., for the Utility Department; and,

**WHEREAS,** The Wharton City Council wishes to approve funding in the amount of

\$8,041.00 to be used to purchase and installation of said printer; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute any and all documents related to said software's purchase and installation.

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

**Section I.** That the Wharton City Council hereby approves the purchase in the amount of \$8,041.00 to purchase and install a line printer from Aba Moriah Corp.

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

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

**Passed, Approved, and Adopted** this 24<sup>th</sup> day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The eleventh item on the agenda was to review and consider resolution of the Wharton City Council approving an updated Agreement for Release of Driver Records to Governmental Entities with the Texas Department of Public Safety and authorizing the Mayor to execute the agreement. City Secretary, Paula Favors, a copy of the memorandum regarding an update to the agreement for release of driver records to governmental entities with the Texas Department of Public Safety (TXDPS). Mrs. Favors stated that due to the 87th Legislative Session and the passage of SB15, the Department of Public Safety was requesting to amend our existing agreement to update the wording on the distribution of any information obtained from the system. After some discussion, Councilmember, Clifford Jackson, moved to approve City of Wharton Resolution No. 2022-114, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-114**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN UPDATED AGREEMENT FOR RELEASE OF DRIVER RECORDS TO GOVERNMENTAL ENTITIES WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the City of Wharton and the Texas Department of Public Safety (TXDPS) wishes to enter into an updated Agreement pertaining specifically to the release of driver records for the Wharton Municipal Court; and,

**WHEREAS**, the City of Wharton and TXDPS wishes to be bound by the conditions as outlined in the agreement; and,

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

**WHEREAS**, the Wharton City Council wishes the resolution to become effective immediately after its passage.

**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 updated Agreement pertaining specifically to the release of driver records for the Wharton Municipal Court pertaining specifically to the release of driver records.

**Section II.** The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute the agreement.

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

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of October 2022.

**CITY OF WHARTON**

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

**ATTEST:**

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**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 resolution of the Wharton City Council ratifying and concurring to award a contract to James Construction Group, LLC for Wharton F.M. 1301 Extension Project – CSJ 1412-03-038 and authorizing the Mayor of the City of Wharton to execute all documents related to said ratification and concurrence. Director of Planning & Development, Gwyn Teves, stated that on October 6, 2022, bids were received by TxDOT for the construction of the F.M. 1301 Extension Project. Mrs. Teves said a total of five bids were received and the City staff reviewed the bids received and concurred with the decision to move forward with James Construction Group, LLC. After some discussion, Councilmember, Don Mueller, moved to approve City of Wharton Resolution No. 2022-115, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-115**

**A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND CONCURRING TO AWARD A CONTRACT TO JAMES CONSTRUCTION GROUP, LLC FOR WHARTON F.M. 1301 EXTENSION PROJECT – CSJ 1412-03-038 AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID RATIFICATION AND CONCURRENCE.**

**WHEREAS,** Bids were received for the F.M. 1301 Extension Project by TxDOT on October 6, 2022; and,

**WHEREAS,** James Construction Group, LLC was deemed the best lowest qualified bidder in the amount of \$14,535,847.00; and,

**WHEREAS,** The bid was approved by TxDOT and sent to the City for their official concurrence to accept James Construction Group, LLC as the lowest bidder for final contract execution; and,

**WHEREAS,** Due to the need for a timely response the City Manager, Finance Director and Director of Planning & Development reviewed the bids and provided approval to TxDOT to proceed and request the City Council to ratify this concurrence; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to the concurrence and ratification on behalf of the City of Wharton.

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

**Section I.** The Wharton City Council hereby concurs and ratifies the concurrence for the F.M. 1301 Extension Project award to James Construction Group, LLC in the amount of \$14,535,847.00 after receiving the official bids from TxDOT.

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

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The thirteenth item on the agenda was to review and consider resolution of the Wharton City Council ratifying and concurring to award a contract to Encino Landscape, Inc., for the Wharton Safe & Accessible Routes to School Project – CSJ 0913-09-116 and authorizing the Mayor of the City of Wharton to execute all documents related to said ratification and concurrence. Director of Planning & Development, Gwyn Teves, stated that on September 7, 2022, bids were received by TxDOT for the construction of the Wharton Safe & Accessible Routes to School Project. Mrs. Teves said it was the request of City Staff that the City Council ratify the concurrence of the award by TxDOT and proceed with the construction of the Wharton Safe & Accessible Routes to School Project. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2022-116, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022-116**

**A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND CONCURRING TO AWARD A CONTRACT TO ENCINO LANDSCAPE, INC. FOR THE WHARTON SAFE & ACCESSIBLE ROUTES TO SCHOOL PROJECT – CSJ**

**0913-09-116 AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID RATIFICATION AND CONCURRENCE.**

**WHEREAS,** Bids were received for the Wharton Safe & Accessible Routes to School Project by TxDOT on September 7, 2022; and,

**WHEREAS,** Encino Landscape, Inc. was deemed the best lowest qualified bidder in the amount of \$664,041.50; and,

**WHEREAS,** The bid was approved by TxDOT and sent to the City for their official concurrence; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to the concurrence and ratification on behalf of the City of Wharton.

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

**Section I.** The Wharton City Council hereby concurs and ratifies the concurrence for the Wharton Safe & Accessible Routes to School Project award to Encino Landscape, Inc. in the amount of \$664,041.50 after receiving the official bids from TxDOT.

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

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The fourteenth item on the agenda was to review and consider resolution of the Wharton City Council authorizing the submission of a letter to TXDOT Yoakum District Office regarding the City's support to retain the crossover for I-69 at the City of Wharton Airport Intersection. Director of Planning & Development, Gwyn Teves, stated the TxDOT Staff,

in the Yoakum District Office and Wharton Office, had been in contact with the City in reference to the future construction of U.S. 59/I-69 upgrades in front of the City of Wharton Municipal Airport. Mrs. Teves said it was the City Staff's recommendation that the crossover should remain at that location and not be changed to alternate locations to maintain the economic viability of the airport and future development for the City. After some discussion, Councilmember, Don Mueller, moved to City of Wharton Resolution No. 2022-117, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2022 - 117**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF A LETTER TO TXDOT YOAKUM DISTRICT OFFICE REGARDING THE CITY'S SUPPORT TO RETAIN THE CROSSOVER FOR I-69 AT THE CITY OF WHARTON AIRPORT INTERSECTION.**

**WHEREAS,** the Wharton City Staff was contacted by the Texas Department of Transportation (TxDOT) about the future design of the I-69 expansion project and the proposed crossover at the Wharton Municipal Airport; and,

**WHEREAS,** the City of Wharton City Council and Staff support that the crossover should remain at that location and not be changed to alternate locations to maintain the economic viability of the airport and future development for the City; and,

**WHEREAS,** the Texas Department of Transportation (TxDOT) is requesting the City of Wharton submit a letter and recommendation regarding the location of the crossover.

**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 letter to the Texas Department of Transportation (TxDOT) Yoakum District Office supporting that the crossover should remain at that location and not be changed to alternate locations to maintain the economic viability of the airport and future development for the City.

**Section II.** The Wharton City Council hereby authorizes the Mayor to submit the above mentioned letter on behalf of the City of Wharton.

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

**PASSED, APPROVED, and ADOPTED** this 24<sup>th</sup> day of October 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The fifteenth item on the agenda was to review and consider Pay Request No. 2 and Final from Underground Construction Solutions LLC for the F.M. 1301 Utility Relocation. Director of Planning & Development, Gwyn Teves, presented a copy of Pay Request No. 2 and Final from Underground Construction Solutions LLC, in the amount of \$54,785.50 for the F.M. 1301 Utility Relocation. After some discussion, Councilmember, Terry Freese, moved to approve Pay Request No. 2 and Final from Underground Construction Solutions LLC, in the amount of \$54,785.50. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

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

The seventeenth item on the agenda was to review and consider Update of City of Wharton on-going Projects. City Manager, Joseph R. Pace, presented a copy of his memorandum dated October 7, 2022 regarding the City of Wharton on-going projects, which read as follows:

**FLOOD REDUCTION (LEVEE) PROJECT:**

The U.S. Army Corp of Engineers (USACE) Lower Colorado River Phase I Report - City of Wharton Flood Prevention Project and Recommended report is located at the Wharton County Library and the office of the City of Wharton City Secretary for viewing or the report may be viewed on line at <http://www.cityofwharton.com/information-a-notices/lcrb-feasibility-study>. The Project Participation Agreement (PPA) has been executed. The City has hired HDR for Right-of-Way Acquisition and Jones & Carter for City and private company utility relocations. The City has acquired all properties for the project. Utility relocations for City utilities is near completion and all private utilities have been relocated or abandoned. All asbestos abatement has been completed. Phase 1 was awarded on May 27<sup>th</sup>, but due to a complication the award was terminated, and the project will need to be rebid. USACE is currently anticipating going back out for procurement in November 2022 with an anticipated award in April 2023. Phase II Acquisition is tentatively anticipated to

be authorized by end of December 2022. Phase I Public Engagement meeting to be held October 17<sup>th</sup> at the Civic Center. USACE will be present to speak about the current status of the project.

**DRAINAGE:**

**1. Stavena Addition Drainage Project.**

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

**2. Ahldag Ditch Improvement.**

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

**3. On-going Drainage and Maintenance Program.**

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

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

Installation of the drainage pipes was completed. The City Public Works Department will be regrading ditches to improve the drainage in the area. The project is listed as one of the construction projects to be funded with the Texas Water Development Board (TWDB) Flood Infrastructure Fund Program for partial assistance.

**WATER/SEWER IMPROVEMENTS:**

**1. On-going Water and Sewer Maintenance Program.**

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

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

Monthly progress meetings are being held. Well drilling complete and pump being installed and set in October pending electrical service connection by CenterPoint. Ground storage tank construction complete. Plant construction still in progress.

**STREET IMPROVEMENTS:**

**1. FM 1301 Extension and Overpass Project Progress Report.**

IDC Inc. has submitted to TxDOT Yoakum District Office all required plans for the project. ROW is in process of being turned over to TxDOT for construction letting in October 2022.

## **2. I-69 Project.**

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

## **3. NanYa Exit Ramp Project.**

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

After some discussion, no action was taken.

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

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

After some discussion, no action was taken.

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

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

- N. Weedy Lots/Sign Ordinance.
- O. Wharton Regional Airport.

After some discussion, no action was taken.

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

The meeting adjourned at 7:46 p.m.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

|   |            |                                   |   |
|---|------------|-----------------------------------|---|
| Meeting Date:   | 11/14/2022 | Agenda Item:                      | Resolution: A resolution of the Wharton City Council approving an agreement between the City of Wharton and Linebarger Goggan Blair & Sampson, for collection services of delinquent emergency medical services accounts and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement. |
| <p>The City Staff met with Linebarger Goggan Blair &amp; Sampson, to discuss the City of Wharton’s delinquent emergency medical services accounts.</p> <p>Attached is a copy of the draft agreement between the City of Wharton and Linebarger Goggan Blair &amp; Sampson, for collection services of delinquent emergency medical services accounts.</p> <p>Also attached is a copy of the draft resolution.</p> |            |                                   |   |
| City Manager: Joseph R. Pace  |            | Date: Thursday, November 10, 2022 |   |
| Approval:    |            |                                   |   |
| Mayor: Tim Barker   |            |                                   |   |



within the limits of the Health Insurance Portability and Accountability Act, the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142,160, 162 and 164, the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et.seq., applicable Medicare and Medicaid rules and regulations and other state, federal and local laws.

**II.**

**A. Referrals**

CLIENT agrees to refer all delinquent accounts with a minimum collectible amount of twenty-five dollars (\$25.00) or more by electronic or magnetic medium, in a mutually agreed upon format, to Linebarger for collection, on or about the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of each month. An account is considered delinquent when not paid within ninety (90) days of the due date posted on the bill and has a minimum collectible amount of twenty-five dollars (\$25.00). However, CLIENT may refer accounts in default to Linebarger prior to becoming delinquent, at CLIENT’s option. CLIENT will provide Linebarger with copies of, or access to, the information and documentation reasonably necessary to collect the fees and fines that are subject to this Agreement. Should it become necessary for Linebarger to provide computer hardware, software, programming services and/or in-house personnel to CLIENT, in order for this Agreement to be performed, a separate Agreement and fee structure shall be negotiated and agreed to in writing by both parties hereto prior to the commencement of work.

Linebarger shall perform third party collection services on referred patient accounts receivable on behalf of CLIENT on debts that are in default as determined by CLIENT. The CLIENT may from time-to-time specify in writing additional actions that should be taken by LINEBARGER in connection with the collection of the Delinquent Emergency Medical Services Accounts that are subject to this AGREEMENT. CLIENT further constitutes and appoints LINEBARGER 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.

**B. Necessary Information to Effectuate Services**

CLIENT authorizes Linebarger to commence customary and standard third-party collection procedures to effectuate payment of a referred account when CLIENT provides Linebarger with the patient/responsible party information and which pertains to a patient's account receivable.

Linebarger has determined that, in order to perform these services for the CLIENT specified herein, the following information regarding the patient to whom healthcare services were rendered and the responsible party for payment of such services (if not the patient) constitutes information regarding the patient and the responsible party that may be needed by Linebarger.

Linebarger understands that the CLIENT is relying on Linebarger's determination of the minimum information it requires in connection with Linebarger services under this Agreement. If, in connection with performing its services hereunder, Linebarger determines that it needs or requires additional information from the CLIENT regarding the patient or responsible party, as the case may be, Linebarger's request for such information will be considered a representation by Linebarger that the requested information is reasonable and necessary for the performance of its services under this Agreement.

The parties agree that the following information may be necessary for Linebarger to reasonably effectuate services under this Agreement:

- (A) Name and address of responsible party;

- (B) Name and address of patient;
- (C) Date of birth of responsible party;
- (D) Date of birth of patient;
- (E) Social security number of responsible party;
- (F) Social security number of patient;
- (G) Payment history pertaining to the account;
- (H) Name and address of any healthcare provider and/or health plan pertaining to the account;
- (I) Driver's license number of responsible party if available;
- (J) Driver's license number of patient, if available;
- (K) Upon Linebarger's receipt of a written request from patient requesting verification of the account information, CLIENT shall provide Linebarger with an itemization of the services and the date(s) such service(s) were rendered to the patient and which pertain to the account receivable referred to Linebarger pursuant to this Agreement; and
- (L) Insurance information.

The parties agree that each of the above listed items is reasonably necessary for Linebarger to perform services under this Agreement and to comply with applicable law.

### III.

Linebarger shall have the authority to negotiate installment payment plans within the recommended framework as described below on all delinquent accounts of less than one (1) year old.

| Account Balance | Months to Pay |
|-----------------|---------------|
| \$300 - \$600   | 3 months      |
| \$600 - \$900   | 6 months      |
| \$ 900 +        | 9 months      |

Linebarger shall have the authority to fully negotiate, on behalf of the CLIENT, account settlement amortization within the recommended framework as listed below for accounts when the settlement amount is paid in full:

|                                   |               |
|-----------------------------------|---------------|
| Over one (1) year, but under 2    | 20% reduction |
| Over two (2) years, but under 3   | 30% reduction |
| Over three (3) years, but under 4 | 50% reduction |
| Over four (4) years, but under 5  | 75% reduction |
| Over five (5) years               | Written off   |

Linebarger shall be responsible for monitoring all accounts in their possession for compliancy to negotiated agreements. Linebarger shall refer all payments directly to the CLIENT's destination of choice. Additionally, Linebarger shall send any associated account information to CLIENT's Emergency Medical Service Billing Department.

Upon written notification to Linebarger, CLIENT shall be permitted to withdraw any patient account receivable referred to Linebarger. Linebarger agrees to return all data and information relating to such patient account receivable to CLIENT within thirty (30) days of its receipt of the notice of withdrawal.

Linebarger reserves the right to return all accounts not collected within one (1) year of referral by CLIENT, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this Agreement.

#### IV.

Linebarger shall indemnify and hold CLIENT harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of Linebarger's performance of the services described in this Agreement. The indemnity provision of this contract shall have no application to any claim or demand that results from the sole negligence or fault of CLIENT, its officers, agents, employees or contractors. Furthermore, in the event of joint and/or shared negligence or fault of CLIENT and Linebarger, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

#### V.

##### **A. Limitations on Use and Disclosure of Minimum Necessary Information**

The parties agree that Linebarger may use and disclose the above listed information for the proper management and administration of Linebarger and to carry out the legal responsibilities of Linebarger, including but not limited to its duties under the Fair Debt Collection Practices Act and as otherwise provided in this Agreement.

##### **B. Role Based Controls**

Linebarger agrees to use reasonable efforts and implement reasonable controls to limit access, use and further disclosure, in whole or in part, of the [Information] to those employees, officers, directors, authorized agents, vendors and subcontractors whose ability to perform their job functions or render services to Linebarger may require such access, use or disclosure of Information. Authorized agents, vendors and subcontractors of Linebarger include, but may not be limited to, its attorneys, accountants and accounting service providers, providers of hardware, software and middleware used by us in connection with services to the CLIENT, technical support service providers, letter services, location information services, and phone information services.

CLIENT shall have the right to audit Linebarger's methods, practices, procedures and/or records as they pertain to this Agreement.

##### **C. Electronic Data Exchange**

CLIENT and Linebarger shall adhere to the electronic data exchange protocols as provided in Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142. The following encryption and sender/receiver protocols shall be adhered to by the parties throughout the term of this Agreement:

128bit encryption on Point-to-Point Tunneling Protocol.

#### VI.

CLIENT agrees to pay to Linebarger, as compensation for the services provided pursuant to this Agreement, thirty-percent (30%) of the total amount collected on all accounts referred to

Linebarger. All compensation shall become the property of Linebarger at the time of payment. CLIENT shall pay over said funds on a monthly basis by check.

## VII.

This AGREEMENT shall be effective November \_\_\_\_, 2022 and shall expire on October 31, 2025. This Agreement shall automatically renew annually on November 1, 2025 and each year thereafter, unless a party to the agreement notifies the other in writing that the agreement will not renew.

Either party may terminate this Agreement, upon thirty (30) days written notice to the other party, with or without cause.

The effective date of any termination by CLIENT shall be thirty (30) days from the date the notice of termination is received in writing by Linebarger; said thirty (30) day period being deemed adequate for the purpose of Linebarger in winding down its affairs with regards to work in progress. In the case of termination by Linebarger, the effective date of termination shall be thirty (30) days from the date notice of termination is received.

CLIENT is entitled, but is not required, to refer additional accounts to Linebarger after notice of termination has been received by Linebarger. In any event, Linebarger shall be entitled to payment of its fee, pursuant to the terms of this Agreement, for all amounts collected on referred accounts during the thirty (30) day “winding down” period. At the end of that period, all accounts shall be returned to CLIENT by Linebarger.

To the extent feasible and regardless of the reason for termination of this Agreement, Linebarger shall return or destroy all protected health information [as defined by the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164], received from, or created or received by Linebarger on behalf of the CLIENT that Linebarger still maintains in any form. Linebarger shall retain no copies of such information or, if such return or destruction is not feasible, Linebarger shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

## VIII.

### **A. Transfer and Assignment**

Linebarger shall not, without the prior written consent of CLIENT, assign, transfer, or otherwise dispose of this Agreement, any claim thereunder, any interest therein, or any moneys due or to become due thereunder. Such consent shall not be unreasonably withheld.

### **B. Use of Subcontractors or Agents**

To the extent Linebarger uses agents or subcontractors to assist it in performance of services under this Agreement and performance by the agents or subcontractors necessitates their access to, use or disclosure of any item of Information, Linebarger will not provide its agents or subcontractors any Information unless the agent or subcontractor has agreed, in writing, that the provisions of this Agreement relating to the use, access, disclosure or audit of information are binding upon and applicable to the agent or subcontractor to the same extent such provisions are binding on, and applicable to, Linebarger.

### **C. Access to Subcontractor or Agency Agreements**

Linebarger shall provide CLIENT with copies of any subcontractor or agent contracts upon request throughout the term of this Agreement.

## **IX.**

### **A. Healthcare Provider Assurances**

In addition to all other representations, terms and conditions provided in this Agreement, CLIENT represents and agrees that:

- (1) Accounts referred to Linebarger pursuant to this Agreement are in default;
- (2) CLIENT has and shall obtain throughout the term of this Agreement, all necessary consents under 45 C.F.R. § 164.506(c), sufficient to permit the disclosure of protected health information to Linebarger and to permit Linebarger to perform services incidental to this Agreement;
- (3) The uses and disclosures of protected health information under this Agreement are consistent and in accordance with CLIENT's privacy policies and procedures adopted pursuant to the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142,160, 162 and 164;
- (4) CLIENT shall immediately notify Linebarger of any restrictions placed on the use of protected health information pertaining to a referred account with sufficient detail so as to allow Linebarger to honor such restrictions;
- (5) If CLIENT knows or has reason to know that the consumer for whom it has or does provide service disputes the account, is represented by an attorney or has filed bankruptcy, CLIENT shall notify Linebarger of this knowledge upon receipt thereof;

### **B. Business Associate Assurances**

In addition to all other representations, terms and conditions provided in this Agreement, Linebarger represents and agrees that with respect only to the information provided by the CLIENT or "health information" obtained by Linebarger in connection with services rendered for the CLIENT under the Agreement that:

- (1) Linebarger shall not use or further disclose Information pertaining to the recipient of CLIENT's services or any responsible party on a referred account other than as permitted or required by this Agreement or as required by law;
- (2) Linebarger shall use appropriate safeguards to prevent the use or disclosure of the Information pertaining to the recipient of CLIENT's services or any responsible party on a referred account other than as provided for in this Agreement;
- (3) Linebarger shall notify CLIENT of any use or disclosure of the information not provided for by this Agreement of which it becomes aware;
- (4) Linebarger shall make available protected health information in accordance with the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 164.524;
- (5) Linebarger shall make available for amendment and incorporate any amendments to protected health information in accordance with the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. § 164.526;
- (6) CLIENT has determined that the uses and disclosures of the Information specified in this Agreement, whether by CLIENT, Linebarger or their authorized agents and subcontractors are made and authorized as part of treatment, payment and healthcare operations relating to the CLIENT. Linebarger will use its

reasonable best efforts to maintain records of any use or disclosure of Information not provided for in this Agreement by Linebarger, its officers, directors, employees, agents and subcontractors and, to the extent known by Linebarger, report to the CLIENT any use or disclosure by such persons not authorized by this Agreement and provide such information to the CLIENT upon written request of the CLIENT, which request shall be made only in connection with an accounting request made to the CLIENT under the then applicable HIPAA Standards. Information regarding any unauthorized use or disclosure of Information shall be maintained by Linebarger for a period of not less than six (6) years from the date of such unauthorized use or disclosure.

- (7) Linebarger shall make its internal practices, books and records relating to the use and disclosure of protected health information received from, or created or received by Linebarger on behalf of the CLIENT, available to the Health and Human Services Secretary for the purposes of determining the CLIENT's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164.
- (8) Linebarger shall train appropriate staff so as to assure compliance with this Agreement and the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164.
- (9) Linebarger's obligation to provide Information, to make corrections or amendments to Information, to respond to the written instruction/request of the CLIENT; or to deliver Information and documentation to the CLIENT shall only be as directed, in writing, by the CLIENT.

## X.

### **A. Document Retention and Availability**

In addition to the provisions detailed in Section 7.2 of this Agreement, Linebarger shall maintain all books, documents, papers, and other evidence pertaining to costs incurred, labor expended, and work and services performed in connection with this Agreement and shall make such materials available at this office at reasonable times during the Agreement period, and copies thereof shall be furnished upon request to authorized representatives of CLIENT.

### **B. Document Retention Necessary to Verify Costs**

Pursuant to 42 U.S.C. 1395X (v)(1)(I) and 42 C.F.R. 402.300 - 402.304, the parties agree that Linebarger shall, until the expiration of four (4) years after the furnishing of the services pursuant to this Agreement, retain and make available, upon written request by the Secretary of the US. Department of Health and Human Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the contact and books, documents and records of Linebarger that are necessary to verify the nature and extent of the costs of the services under this Agreement.

### **C. Limitations on Interaction with Recipients of CLIENT's Services**

Linebarger's communications with any recipient of CLIENT's services shall be limited to communications incidental to its performance of accounts receivable collection services to effectuate payment. Unless otherwise agreed by the parties in writing, Linebarger shall not be permitted to provide recipients of CLIENT's services with any information pertaining to services rendered on their behalf or account information. Any such requests for information shall be the sole responsibility of CLIENT.

### **D. Audit**

Linebarger shall make the following records available for an audit at its office at reasonable times upon reasonable prior written notice to Linebarger during the Agreement period, said audit to be performed

by CLIENT's patient accounting staff, CLIENT's internal auditors or their outside accounting firm selected and compensated by CLIENT.

## **XI.**

### **A. Security**

Linebarger shall at all times during this Agreement maintain security procedures in accordance with the Health and Human Services Department Standards for Security of Individually Identifiable Health Information, 45 C.F.R. Parts --. (The final Security Standards have not been released as of the date of this document.)

### **B. Maintenance of Confidential Information**

Linebarger agrees to hold in confidence and safeguard all information that is submitted or provided by CLIENT or any data, information, discoveries, materials and compilations developed pursuant to this Agreement (collectively referred to as "Information").

Linebarger agrees not to (1) use such Information for its own benefit or for the benefit of others, (2) to reproduce such Information, (3) to disclose Information to others without the prior written consent of CLIENT or (4) to disclose any information received of CLIENT pursuant to this Agreement that would violate the requirements of the Health and Human Services Department Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 if done by the CLIENT.

Linebarger further represents that neither Linebarger, nor any agents or subcontractors of Linebarger, will disclose any Information other than as permitted or required by this Agreement or law.

Linebarger will take reasonable precautions to prevent the use or disclosure of Information other than as provided in this Agreement or required by law and will report any use or disclosure of Information not allowed under this Agreement or required by law to CLIENT.

In addition, Linebarger represents and agrees that any agents or subcontractors of Linebarger shall be contractually required to agree to the same restrictions and conditions pertaining to the use and disclosure of Information as required by Linebarger pursuant to this Agreement.

## **XII.**

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

Linebarger Goggan Blair & Sampson, LLP  
Attorneys at Law  
Attention: Director of Client Services  
2700 Via Fortuna, Ste. 400  
Austin, TX 78746

**XIII.**

This Agreement is made and is to be interpreted under the laws of the State of Texas. Venue shall be in Harris County.

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this Agreement.

**XIV.**

In consideration of the terms and compensation herein stated, Linebarger hereby accepts said contract for services and undertakes performance of said Agreement as set-forth above.

This Agreement is executed on behalf of CLIENT by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its official minutes.

This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto on the dates so indicated.

CITY OF WHARTON EMERGENCY MEDICAL SERVICES:

By \_\_\_\_\_  
*Tim Barker*  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
(Authorized Representative)

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

By \_\_\_\_\_  
*Richard S. Hill*  
Partner

\_\_\_\_\_  
Date

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF WHARTON AND LINEBARGER GOGGAN BLAIR & SAMPSON, FOR COLLECTION SERVICES OF DELINQUENT EMERGENCY MEDICAL SERVICES ACCOUNTS AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** the City of Wharton wishes to enter into an agreement with Linebarger Goggan Blair & Sampson, for collection services of delinquent emergency medical services accounts; and,

**WHEREAS,** the Wharton City Council and Linebarger Goggan Blair & Sampson, wishes to be bound by the conditions as set forth in the agreement; and,

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

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

**Section I.** That the Wharton City Council hereby approves an agreement with Linebarger Goggan Blair & Sampson, for collection services of delinquent emergency medical services accounts.

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

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

**Passed, Approved, and Adopted** this 14th day of November 2022.

**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:  | 11/14/2022 | Agenda Item:                      | Resolution: A resolution of the Wharton City Council approving a contract between the City of Wharton and Triple C Services, LLC., for grease trap inspections and authorizing the Mayor of the City of Wharton to execute all documents related to said contract. |
| <p>The contract for grease trap inspection services with Triple C Services, LLC., has expired. The Code Enforcement Department has received a new agreement to be effective November 1, 2022, with an automatic annual renewal and a 90-day termination notice by the City, if necessary. In the event of a rate modification, the City will be notified in writing prior to the adjustments. The current rate is \$22.00 per inspection and the new contract rate will be \$25.00 per inspection.</p> <p>Building Official, Ronnie Bollom, will be present to answer any questions.</p> |            |                                   |  |
| City Manager: Joseph R. Pace   |            | Date: Thursday, November 10, 2022 |  |
| Approval:   |            |                                   |  |
| Mayor: Tim Barker  |            |                                   |  |



# City of Wharton

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

## MEMORANDUM

**DATE:** October 24, 2022  
**FROM:** Ronnie Bollom, Building Official  
**TO:** Joseph Pace, City Manager  
**SUBJECT:** Triple C Services Consulting Contract Extension

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The contract for grease trap inspection services with Triple C Services, LLC., has expired. The Code Enforcement Department has received a new agreement to be effective November 1, 2022, with an automatic annual renewal with a 90-day termination notice by the City if necessary. In the event of a rate modification, the City will be notified in writing prior to the adjustments. The current rate is \$22 per inspection and with the new contract the rate will be \$25 per inspection.

I would like this to be placed on the City Council agenda for November 14, 2022, for consideration.

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

**TRIPLE C**



**SERVICES LLC**

P. O. Box 1644 Stafford, Tx. 77497  
Office: 832-539-1391 Fax: 832-500-4090  
Email: [Skimg@triplecservtx.com](mailto:Skimg@triplecservtx.com)  
[Service@triplecservtx.com](mailto:Service@triplecservtx.com)

Date: October 19, 2022

To: Claudia Velasquez  
District: The City of Wharton

From: Sherena King

Subject: Grease-Trap Inspections

## **Grease-Trap Inspections**

---

We thank you for allowing us to provide a quote for the grease traps inspection program within The City of Wharton Texas. We have 20 years of experience in this area assisting several small Cities and Municipal Utility Districts and currently inspect 542 traps per month. We would like to offer you the same service to keep down your costs, lessen repairs to your facilities and help you keep your operators concentrating more on supplying safe water to your customers.

We hope this partnership will prove to be a cost-efficient and a successful program for you.

Any new establishments added by The City of Wharton Texas, will be charged, and added to the monthly report once approved:

**Breakdown:** The City of Wharton has the option for each customer should be inspected according to the amount of grease being generated. Therefore, after a couple of inspections Triple C will recommend certain customer to be listed on:

- Monthly Inspections
- Quarterly Inspections
- Yearly Inspections

**Costs of Inspections:** The price is \$25 per inspection  
The price is \$25 per re-inspections (if applicable).

**Procedure:**

Below is the description and quote to perform grease trap inspections on a monthly basis. We are looking for the following discrepancies during the physical inspection.

- Check area around trap to make sure it is easily accessible,
- Check area around trap for possible overflow stains,
- Remove the lid & inspect the trap itself for any cracking or damages that could cause infiltration or seepage,
- With an inch-marked rod, we measure the depth of the grease on top of the water,
- According to your ordinance and your direction, if the grease is thicker, we inform the customer to have the trap cleaned and a new manifest on site within 10-30 days depending on that depth,
- A 10-day time period usually warrants a re-inspection at the end of that 10 days & we monitor that customer until the trap has been fully cleaned and customer has a valid waste manifest on site,
- The manifest is inspected for amount withdrawn, the licensed transporter and the disposal site operator and conveyed to you through the monthly report you will receive with your invoice.

The customer signs our inspection form stating they understand the instructions, receives a copy of the signed form, and Triple C maintains the form for the duration of 2 full years. At any time, The City of Wharton can inspect our files for these signed forms.

**District Report:**

Triple C Services generates a detailed report (compiled from the inspection forms) which lists the following:

- Inspection date, job number and inspector's name
- Columns on this report are - **Name of Business, Account #, Address, Trap Condition, Inspection Results, Reason for Failure, Action Taken, and Most Current Manifest Date and Transporter.**
- Special Notes section at the end of the report describes any discrepancies that we find & a request to the district to determine how we proceed.
- The report is then delivered by email or mailed with the monthly invoice.

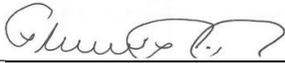
**Special Conditions:**

- Number of employees assigned to this task will be 1-3. We prefer to have the same inspector on the route in order for customer to get familiar with the inspector
- Triple C must be furnished a Purchase Order by The City of Wharton Texas before work can begin and billing to the District will be monthly.

**Renewal Clause**

This contractual agreement is automatically reinstated annually for an unlimited number of fiscal years. The agreement shall remain in place, unless the district liaison provides a 90-day written notice of cancelation.

While we strive to manage cost and minimize any price increase, the cost of inspections may be modified. In the event of a modification, The City of Wharton will be informed in writing prior to adjustments.

  
Signature of Sherena L. King,  
Triple C Services LLC

October 19, 2022  
Date of Signature

Approval:

The City of Wharton Texas  
120 East Caney  
Wharton, Tx 77488

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A CONTRACT BETWEEN THE CITY OF WHARTON AND TRIPLE C SERVICES, LLC., FOR GREASE TRAP INSPECTIONS AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** The Wharton City Council wishes to engage the services of Triple C Services, LLC., to provide grease trap inspections; and,

**WHEREAS,** Triple C Services, LLC., wishes to provide said services for the City of Wharton; and,

**WHEREAS,** The City of Wharton and Triple C Services, LLC., wishes to be bound by the conditions of said Grease Trap Inspection Contract; 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 of the City of Wharton to execute the Grease Trap Inspection Contract with Triple C Services, LLC., for the City of Wharton.

**Section II.** The City of Wharton and of Triple C Services, LLC., 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 14<sup>th</sup> day of November 2022.

**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: | 11/14/2022 | Agenda Item: | Resolution: A resolution of the Wharton City Council awarding a contract for the re-striping of North Alabama Road from Milam Street to Ahldag Street and authorizing the Mayor of the City of Wharton to execute all documents relating to said contract. |
|---------------|------------|--------------|--|

Attached you will find an aerial of the 1.4-mile section of North Alabama Road from Milam Street to Ahldag Street. Several complaints stating the existing striping is no longer visible and has become a safety concern in the evening/night hours have been received. All striping and reflective markings will be replaced.

The following quotes were received:

- 1. Stripes & Stops Co., Inc.: \$12,014.00
- 2. Batterson, LLP: \$16,075.00
- 3. Pavement Marking, LLC (PMI): No Response

Public Works Director, Anthony Arcidiacono, will be present to answer any questions.

|   |                                   |
|---|-----------------------------------|
| City Manager: Joseph R. Pace  | Date: Thursday, November 10, 2022 |
| Approval:  |                                   |
| Mayor: Tim Barker   |                                   |



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

## MEMORANDUM

**Date:** November 9, 2022  
**To:** Mr. Joseph R. Pace, City Manager  
**From:** Anthony Arcidiacono, Public Works Director  
**Re:** N. Alabama Rd. – Restriping of road from Milam to Ahldag

Attached please find an aerial of the 1.4 mile section of N. Alabama Rd. from Milam to Ahldag. After several complaints stating the existing striping is no longer visible and has become a safety concern in the evening / night hours. All striping and reflective markings will be replaced.

The following contractors were contacted for a quote :

Stripes & Stops Co. Inc.: 11/8/2022, \$12,014.00

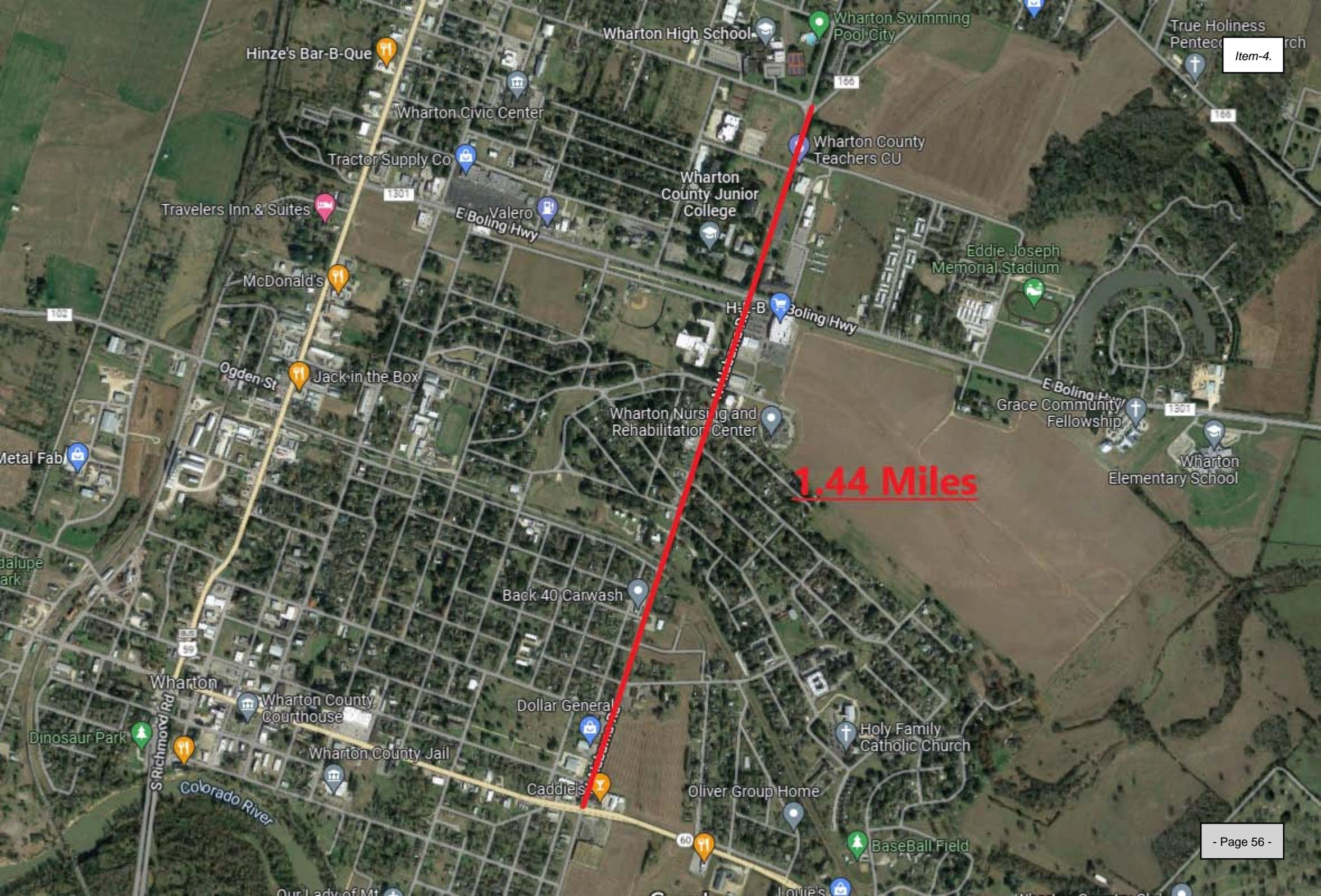
Batterson, LLP : 11/8/2022, \$16,075.00

Pavement Marking, LLC (PMI) : 11/3/22, No Response

I would like this placed on the City Council agenda for November 14, 2022

Should you have any questions, please contact me.

Thank you.



Item-4.

**1.44 Miles**



6800 Dixie Dr.  
Houston, Texas 77087  
(713) 688-5433 – phone  
(713) 688-5688 – fax  
[www.batterson.com](http://www.batterson.com)

Item-4.

|  |                              |
|--|------------------------------|
| <b>To:</b> City Of Wharton                           | <b>Contact:</b> Anthoty      |
| <b>Address:</b> E Milam St.<br>Wharton, TX 77488     | <b>Phone:</b> (979) 253-4817 |
| <b>Project Name:</b> City Of Wharton - N Alabama     | <b>Bid Number:</b>           |
| <b>Project Location:</b> City Of Wharton - N Alabama | <b>Bid Date:</b> 11/9/2022   |

| Item #   | Item Description                   | Estimated Quantity | Unit | Unit Price | Total Price |
|----------|------------------------------------|--------------------|------|------------|-------------|
| 666 6167 | REFL PAV MRK TY II (W) 4" (BRK)    | 4,000.00           | LF   | \$0.25     | \$1,000.00  |
| 666 6170 | REFL PAV MRK TY II (W) 4" (SLD)    | 18,520.00          | LF   | \$0.25     | \$4,630.00  |
| 666 6178 | REFL PAV MRK TY II (W) 8" (SLD)    | 200.00             | LF   | \$1.00     | \$200.00    |
| 666 6180 | REFL PAV MRK TY II (W) 12" (SLD)   | 500.00             | LF   | \$2.00     | \$1,000.00  |
| 666 6182 | REFL PAV MRK TY II (W) 24" (SLD)   | 100.00             | LF   | \$4.00     | \$400.00    |
| 666 6184 | REFL PAV MRK TY II (W) (ARROW)     | 2.00               | EACH | \$100.00   | \$200.00    |
| 666 6185 | REFL PAV MRK TY II (W) (DBL ARROW) | 4.00               | EACH | \$120.00   | \$480.00    |
| 666 6192 | REFL PAV MRK TY II (W) (WORD)      | 2.00               | EACH | \$100.00   | \$200.00    |
| 666 6205 | REFL PAV MRK TY II (Y) 4" (BRK)    | 1,500.00           | LF   | \$0.25     | \$375.00    |
| 666 6207 | REFL PAV MRK TY II (Y) 4" (SLD)    | 15,000.00          | LF   | \$0.25     | \$3,750.00  |
| 672 6007 | REFL PAV MRKR TY I-C               | 270.00             | EACH | \$6.00     | \$1,620.00  |
| 672 6009 | REFL PAV MRKR TY II-A-A            | 370.00             | EACH | \$6.00     | \$2,220.00  |

**Total Bid Price: \$16,075.00**

**Notes:**

- THE TERMS AND CONDITIONS APPLY FROM THE TIME BATTERSON STARTS WORK ON THE PROJECT UNTIL BATTERSON COMPLETES ITS' WORK. IT WILL BE ATTACHED TO ANY OTHER AGREEMENT AND SUPERCEDES ANY CONFLICTS IN SUCH.
- CHANGE ORDERS WILL BE PROMPTLY EXPEDITED/NEGOTIATED WITH THE OWNER OR CM BY BATTERSON (PRIOR TO INSTALLING THE WORK AT BATTERSON'S OPTION UNLESS OWNER'S REPRESENTATIVE DEMANDS THE WORK TO BE DONE WITHOUT PRICE AGREEMENT AND IN WRITING)
- BATTERSON LLP IS NOT RESPONSIBLE FOR ANY LIQUIDATED DAMAGES.
- ELIMINATION METHOD INCLUDED IN BID IS FLAILING
- WORK ZONE MARKINGS NOT INCLUDED UNLESS PRICED SEPARATELY
- NON-REMOVABLE WORK ZONE MARKINGS BID WITH PAINT UNLESS SHOWN DIFFERENT ON THIS QUOTE
- ANY DAILY TOTAL \$ OF WORK THAT DOES NOT EQUAL \$3500 OR MORE WILL BE BILLED AT \$3500 (BASED ON EACH CREW, PER SHIFT)
- RETAINAGE IS NOT TO BE WITHHELD.
- QUOTE GOOD FOR 30 DAYS

**Payment Terms:**

FINAL PAYMENT BASED ON FINAL MEASURED QUANTITIES REGARDLESS OF APPX QUANTITIES SHOWN.

|   |   |
|---|---|
| <p><b>ACCEPTED:</b><br/>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p> | <p><b>CONFIRMED:</b><br/><b>Batterson</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Stace Batterson<br/>(713) 628-2001 stace@batterson.com</p> |
|---|---|



2323 Greens Road  
Houston, TX 77032  
Phone: (281) 821-3307  
Fax: (281) 821-5680

Item-4.

# Estimate

Date                      Estimate #  
11/8/2022                      17429

www.stripesandstops.com

|                |   |
|----------------|---|
| Name / Address | Project   |
| ESTIMATOR      | City of Wharton<br>Alabama Rd.<br>Roderick Semien<br>979-253-4817 c<br>979-532-4811 |

|  |                                 |
|--|---------------------------------|
| Stripes & Stops Company, Inc. proposes to do the preceding scope of work based on the estimated quantities. Work must be done during normal business hours. Estimate must be returned signed before work can be performed. A tax exemption certificate is required on all non-taxable invoices. <b>**STRIPES &amp; STOPS COMPANY, INC. IS A REGISTERED SMALL BUSINESS ENTERPRISE WITH TXDOT, CITY OF HOUSTON, PORT OF HOUSTON AND METRO TRANSIT AUTHORITY**</b> TERMS: Net 30 days with approved credit. | <b>BID DATE</b><br><br>7/8/2022 |
|--|---------------------------------|

| Description  | Unit | Qty   | Price  | Total    |
|--|------|-------|--------|----------|
| Item No. 2: Reflective Pavement Markings Type II Paint; 4" BRK White   | LF   | 9,400 | 0.50   | 4,700.00 |
| Item No. 3: Reflective Pavement Markings Type II Paint; 12" SLD White  | LF   | 384   | 1.50   | 576.00   |
| Item No. 4: Reflective Pavement Markings Type II Paint; 24" SLD White  | LF   | 48    | 3.00   | 144.00   |
| Item No. 5: Reflective Pavement Markings Type II Paint; 4" Double SLD Yellow Type II Paint   | LF   | 4,700 | 1.05   | 4,935.00 |
| Item No. 6: Reflective Pavement Markings Type II Left Turn Arrow, Solid White Type II Paint  | EA   | 1     | 85.00  | 85.00    |
| Item No. 7: Reflective Pavement Markings Type II Straight/Right Turn Arrow, Solid White  | EA   | 1     | 95.00  | 95.00    |
| Item No. 8: Reflective Pavement Markings Type II Word "ONLY" Solid White   | EA   | 1     | 105.00 | 105.00   |
| Item No. 9: Raised Pavement Markers CL B (REFL) Type II-A-A, Remove & Replace  | EA   | 118   | 5.50   | 649.00   |
| Item No. 10: Raised Pavement Markers CL B (REFL) Type I-C, Remove & Replace  | EA   | 145   | 5.00   | 725.00   |
| Measurements/Distances are estimates, final billing based on field measurements.   |      |       |        |          |
| Exclusions: painted curbs, firelanes, symbols/stencils, fire hydrant reflectors, delineators, signs, posts, shields, Arrowboards, Messageboards, Truck Mounted Attenuators, flagmen, police officers, barrierwall, steel plates, water barrier, airport barricades, covering or removal of existing signs, temporary rumble strips, loss and or damage and any permits required. |      |       | 0.00   | 0.00T    |
| TERMS: Net 30 Days   |      |       | 0.00   | 0.00T    |
| Please call (281) 821-3307 with any questions.   |      |       |        | 0.00     |
| Best regards, Edward Canche', Jr.  |      |       |        |          |

|   |                          |             |
|---|--------------------------|-------------|
|   | <b>Subtotal</b>          | \$12,014.00 |
| <b>Estimator: Edward Canche'</b><br><b>Ph. 281-821-3307</b> | <b>Sales Tax (8.25%)</b> | \$0.00      |
|   | <b>Total</b>             | \$12,014.00 |

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDDING A CONTRACT FOR THE RE-STRIPING OF NORTH ALABAMA ROAD FROM MILAM STREET TO AHLDAG STREET AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACT.**

**WHEREAS,** proposals were received for the re-striping of North Alabama Road from Milam Street to Ahldag Street; and,

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

**WHEREAS,** the Wharton City Council wishes to award a contract to \_\_\_\_\_ for the re-striping of North Alabama Road from Milam Street to Ahldag Street of in the 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 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 of the City of Wharton, Texas, to execute a contract for the re-striping of North Alabama Road from Milam Street to Ahldag Street to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

**Section II.** The City of Wharton and \_\_\_\_\_ 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 14th day of November 2022.

**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: | 11/14/2022 | Agenda Item: | Resolution: A resolution of the Wharton City Council authorizing the purchase of a drone for the Wharton Police Department through the Wharton County 100 Club and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase. |
|---------------|------------|--------------|---|

The Wharton Police Department is currently building a Drone Program for the Department. The Drone Program will be utilized in the investigation of human smuggling, missing persons, crime scenes and vehicle crashes, along with an infinite number of other law enforcement uses. The Wharton Police Department currently has two FAA Part 107 licensed unmanned aircraft pilots.

The purchase of a drone is funded through the Wharton County 100 Club in the amount of \$7,737.00.

Chief, Terry David Lynch, will be present to answer any questions.

|   |                                   |
|---|-----------------------------------|
| City Manager: Joseph R. Pace  | Date: Thursday, November 10, 2022 |
| Approval:  |                                   |
| Mayor: Tim Barker   |                                   |



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

*Wharton Police Department*

**MEMORANDUM**

---

To: Joseph Pace

Date: 10/31/2022

Ref: Purchase of an Unmanned Aircraft (Drone)

---

The Wharton Police Department is currently building a drone program for the department. This will be for a second drone addition to our “fleet”. This drone will be utilized in the investigation of human smuggling, missing persons, crime scenes and vehicle crash investigations, along with an infinite number of other law enforcement uses. We will not be utilizing the drone as a Use of Force option.

The drone, a DJI Mavic 3T, will be equipped with a thermal camera, a second 56x 4K camera with zoom capabilities, along with a loud speaker. We believe that officer safety will be greatly enhanced with the use of a drone.

Wharton Police Department currently has two FAA Part 107 licensed unmanned aircraft pilots. We are planning to increase the number of licensed pilots.

The purchase of the drone is funded by the Wharton County 100 Club. The total cost of a single drone and accessories is \$7,737.00.

The drone will be purchased from UVT – Unmanned Vehicle Technologies, which is a member of the TIPS Contract Cooperative. The City of Wharton is also a standing member.

Please consider placing this item on the next available City Council meeting.



# UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

Item-5.

Wharton Police Department  
1407 North Richmond Road  
Wharton TX 77488  
United States

## Quotation # S0206945

Quotation Date:

10/10/2022

Expiration:

01/08/2023

Salesperson:

Luke Poore

| DESCRIPTION   | QUANTITY    | UNIT PRICE | DISC.% | TAXES | AMOUNT             |
|---|-------------|------------|--------|-------|--------------------|
| <b>DJI Mavic 3 Thermal QuickTac Bundle</b>  |             |            |        |       |                    |
| [101-144-1026] DJI Mavic 3 Thermal w/Care Enterprise Basic<br>The Mavic 3 Enterprise Series from DJI redefines industry standards for small commercial drones. With a 640x512 radiometric thermal sensor, a 12MP 56x hybrid zoom camera, and a wide camera capable of capturing up to 48MP images, the Mavic 3T is built to serve both public safety and enterprise. This Combo includes a DJI Care Enterprise Basic 1-Year Plan. | 1.000 Units | 5,498.00   | 0.00   |       | \$ 5,498.00        |
| [101-135-1011] DJI Mavic 3 Intelligent Flight Battery<br>This is the battery that powers the Mavic 3 drone from DJI. This is a 4-cell (4S) LiPo battery with a maximum capacity of 5000 mAh or 77 Wh. This battery will provide up to 46 minutes of flight time with your DJI Mavic 3.  | 4.000 Units | 209.00     | 0.00   |       | \$ 836.00          |
| [122-101-1008] DJI Mavic 3 PRCS Elite   | 1.000 Units | 795.00     | 0.00   |       | \$ 795.00          |
| <b>Subtotal</b>   |             |            |        |       | <b>\$ 7,129.00</b> |

UVT ProLine Services

1722 N College Avenue  
Suite D  
Fayetteville AR 72703  
United States

**THANK YOU FOR  
CHOOSING UVT!**



# UVT

Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

Item-5.

|   |             |          |        |           |
|---|-------------|----------|--------|-----------|
| <p>[SRV-PL-101] UVT ProLine Pre-Flight Service<br/>         Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Care Enterprise) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.</p> | 1.000 Units | 499.00   | 100.00 | \$ 0.00   |
| <p>[SRV-PLS-103] UVT ProLine Support Premium<br/>         UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.</p>   | 1.000 Units | 1,999.00 | 100.00 | \$ 0.00   |
| <p>DJI ENTERPRISE CARE RENEW (M3T)</p>  | 1.000 Units | 449.00   | 0.00   | \$ 449.00 |
| <p>[101-144-1202] DJI Mavic 3 Enterprise Series Speaker<br/>         The DJI Mavic 3 Enterprise Speaker transmits sound over long distances to make rescue and other emergency missions more efficient. The DJI M3E Speaker can save several audio recordings and supports auto loop playback.</p>  | 1.000 Units | 159.00   | 0.00   | \$ 159.00 |

Subtotal \$ 608.00

Subtotal \$ 7,737.00

Total \$ 7,737.00

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions available online at [www.uvt.us/terms](http://www.uvt.us/terms). Thank you for choosing UVT!

Payment terms: Net 30

1722 N College Avenue  
Suite D  
Fayetteville AR 72703  
United States

**THANK YOU FOR CHOOSING UVT!**

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A DRONE FOR THE WHARTON POLICE DEPARTMENT THROUGH THE WHARTON COUNTY 100 CLUB AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.**

**WHEREAS,** The Wharton City Council authorizes the purchase of a drone for the Wharton Police Department through the Wharton County 100 Club in the amount of \$7,737.00; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager to purchase said drone; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager to execute the agreement related to the purchase of the drone.

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

**SECTION I.** The Wharton City Council hereby authorizes the City Manager to purchase a drone for the Wharton Police Department through the Wharton County 100 Club in the amount of \$7,737.00.

**SECTION II.** The Wharton City Council hereby authorizes the City Manager to execute the agreement related to the purchase of the drone.

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

**PASSED AND APPROVED** this 14th day of November 2022.

**CITY OF WHARTON**

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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

|  |            |                                   |   |
|--|------------|-----------------------------------|---|
| Meeting Date:  | 11/14/2022 | Agenda Item:                      | U.S. 59/I-69 Upgrade Continuous Lighting Agreement with the Texas Department of Transportation (TxDOT). |
| <p>The TxDOT Staff in the Yoakum District Office have been in contact with the City in reference to entering into a Continuous Lighting Agreement for lighting to be constructed on I-69 during the construction upgrades. TxDOT is requesting that the City power and maintain the lighting that is to be installed from south of JM Eagle to just north of the future F.M. 1301 interchange. This will be an estimated total of 41 - 48' tall poles with 400-watt (equivalent) LED lighting.</p> <p>The construction would be financed and completed by TxDOT. The City is being requested to provide power and maintenance to the lighting once constructed. The City Staff did speak with TxDOT about the possible maintenance costs associated. Per TxDOT representatives the illumination is mounted to the top of the center barrier so there is a small chance that the poles or arms will need maintenance. It would mostly be changing the bulbs and the associated traffic control. The bulbs should last approximately ten years. The increased cost would be for the traffic control. Estimates for the traffic control necessary could be in the \$2,500 - \$5,000 per day range to give access to change the bulb(s).</p> <p>The City Staff also reached out to multiple other agencies that have similar agreements for information. The City of Allen did respond and advised that the maintenance was minimal for the first approximate 10 years, however, after that the regular wear and tear did begin to increase for them. They do not currently have the LED lights for the highway, but their experience with LED lights in their City is approximately ten years for replacement. Their highest expense has been the traffic control.</p> <p>It is currently the City Staff's recommendation that the City not execute the agreement at this time and propose to TxDOT Yoakum District to enter into discussions with them on a possible Memorandum of Understanding (MOU) for the maintenance of the lights to be performed by them, but the City to reimburse the costs. As it stands, the City does not have the equipment or manpower to maintain the lights and this work would have to be contracted out to be performed.</p> <p>Attached is a draft copy of the agreement and approximate schematic.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present for any questions.</p> <p>The Finance Committee will meet on Monday, November 14, 2022, and will formulate a recommendation for City Council consideration.</p> |            |                                   |   |
| City Manager: Joseph R. Pace   |            | Date: Thursday, November 10, 2022 |   |
| Approval:   |            |                                   |   |
| Mayor: Tim Barker  |            |                                   |   |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022  
**FROM:** Gwyneth Teves, Director of Planning & Development  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** U.S. 59/I-69 Upgrade Continuous Lighting Agreement with TxDOT

---

TxDOT staff in the Yoakum District Office have been in contact with the City in reference to entering into a Continuous Lighting Agreement for lighting to be constructed on I-69 during the construction upgrades. TxDOT is requesting that the City power and maintain the lighting to be installed from south of JM Eagle to just north of the future F.M. 1301 interchange. This will be an estimated total of 41 - 48' tall poles with 400-watt (equivalent) LED lighting.

The construction would be financed and completed by TxDOT. The City is being requested to provide power and maintenance to the lighting once constructed. Staff did speak with TxDOT about the possible maintenance costs associated. Per TxDOT representatives the illumination is mounted to the top of the center barrier so there is a small chance that the poles or arms will need maintenance. It would mostly be changing the bulbs and the associated traffic control. The bulbs should last approximately ten years. The increased cost would be for the traffic control. Estimates for the traffic control necessary could be in the \$2,500 - \$5,000 per day range to give access to change the bulb(s).

Staff also reached out to multiple other agencies that have similar agreements for information. The City of Allen did respond and advise that the maintenance was minimal for the first approximate 10 years, however, after that the regular wear and tear did begin to increase for them. They do not currently have the LED for the highway, but their experience with LED in their City is approximately ten years for replacement. Their highest expense has been the traffic control.

It is currently my recommendation that the City not execute the agreement at this time and propose to TxDOT Yoakum District to enter into discussions with them on a possible Memorandum of Understanding (MOU) for the maintenance of the lights to be performed by them, but the City to reimburse the costs. As it stands, the City does not have the equipment or manpower to maintain the lights and this work would have to be contracted out to be performed.

Attached is a draft copy of the agreement and approximate schematic.

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING  
SYSTEMS WITHIN A MUNICIPALITY  
(Specific Limits)**

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Texas, hereinafter referred to as the “State,” party of the first part, acting by and through the Texas Department of Transportation, and the City of Wharton, Wharton County, Texas, acting by and through its duly authorized officers under a ordinance or resolution passed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, hereinafter called the “City,” party of the second part, is made to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, the City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on the highway designated as US 59 within the limits from 0.26 MI. NORTH OF FM 102 to 1 MI SOUTH OF FM 961 inside the City which is in accordance with 43 Texas Administrative Code, Section 25.11. Within the City, said lighting system hereinafter referred to as the “lighting system” is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

**WHEREAS**, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway lighting system, conditioned that the City, as provided in 43 Texas Administrative Code, Section 25.11 and Transportation Code, §221.002, will maintain and operate said lighting system.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**Article 1. CONSTRUCTION RESPONSIBILITIES**

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As this lighting system project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City’s consent to construct the lighting system prior to awarding the contract; said City consent being signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notation.

“Attachment No. \_\_\_\_\_ to special AGREEMENT FOR CONSTRUCTION,

**MAINTENANCE, AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY (Specific Limits) dated \_\_\_\_\_.**

The City-State construction, maintenance, and operation responsibilities shall be a heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part.”

- B. All costs of constructing the lighting system will be borne by the State, and the lighting system will remain the property of the State.

**Article 2. MAINTENANCE AND OPERATION RESPONSIBILITIES**

- A. The City hereby agrees to furnish at its expense the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the illumination system as designated by the State. The City further agrees to maintain and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State.
- B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to the acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.
- C. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

**Article 3. GENERAL**

- A. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement by both parties
- B. The State will not incur any financial obligation to the City as a result of the Agreement.
- C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.
- D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.
- E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.
- F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

- H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.
- I. In case any 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 provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting within subject matter.
- K. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- L. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**Article 4. INDEMNIFICATION**

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

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

**THE CITY OF \_\_\_\_\_**

Executed on behalf of the City by:

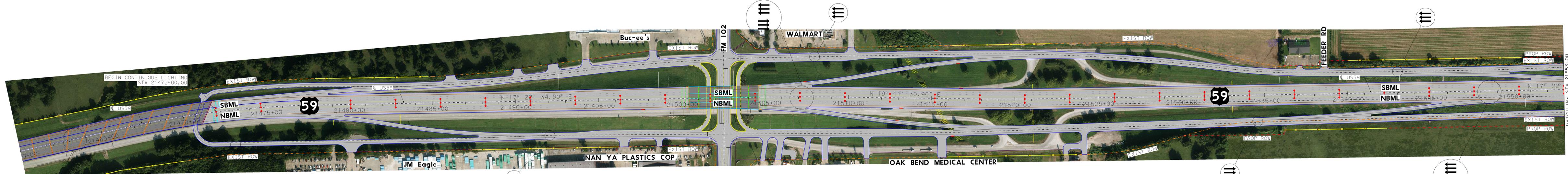
By \_\_\_\_\_ Date \_\_\_\_\_

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

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ District Engineer



NOT A BIDDING DOCUMENT

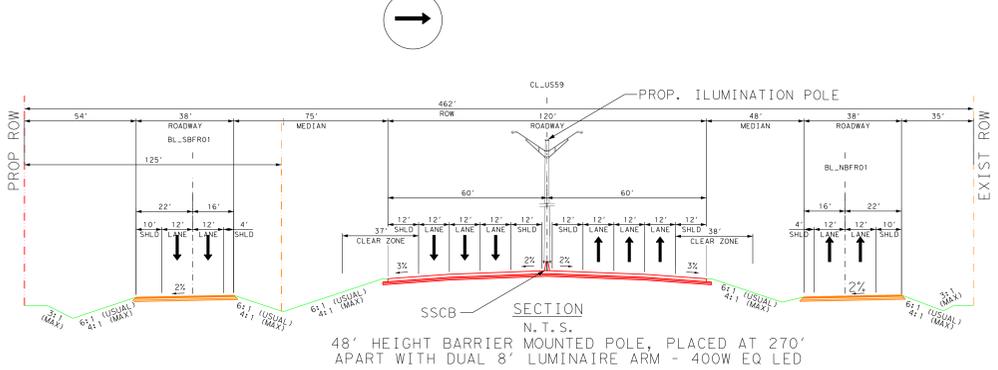
- LEGEND:**
- PROP. ROADWAY ILLUM ASSEMBLY (TY SP) 485-8-B (400W) EQ LED
  - PROP ROW
  - EXIST ROW
  - TRAFFIC FLOW ARROW
- \* SYMBOLS ARE EXAGGERATED IN SIZE FOR CLARITY

SCALE: 0 50' 100'

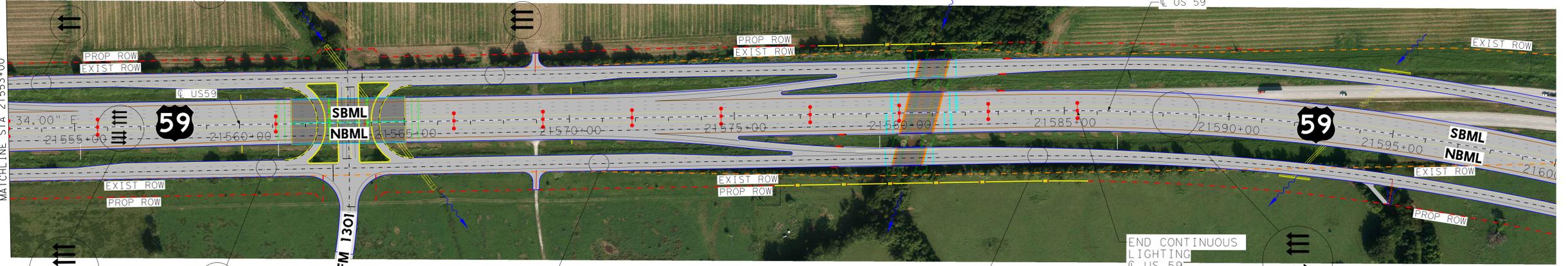
**CONSOR**  
P-12040

Texas Department of Transportation  
© 2022

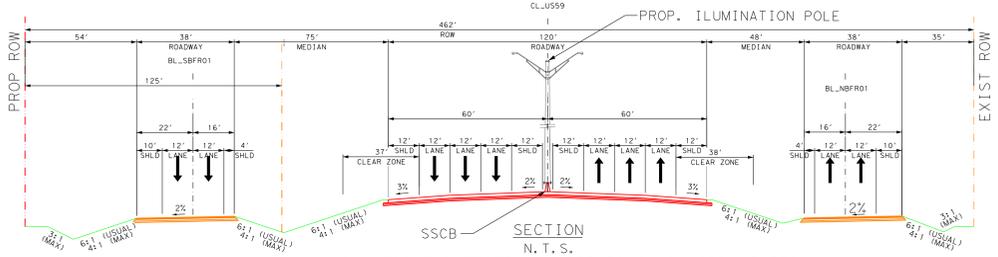
US 59  
SCHEMATIC LAYOUT  
STATION 21465+00 TO STATION 21590+00  
SHEET 2 OF 1



48' HEIGHT BARRIER MOUNTED POLE, PLACED AT 270' APART WITH DUAL 8' LUMINAIRE ARM - 400W EQ LED



END CONTINUOUS LIGHTING  
CL US 59  
STA 21585+40.00



48' HEIGHT BARRIER MOUNTED POLE, PLACED AT 270' APART WITH DUAL 8' LUMINAIRE ARM - 400W EQ LED

NOT A BIDDING DOCUMENT

- LEGEND:**
- PROP. ROADWAY ILLUM ASSEMBLY (TY SP) 485-8-B (400W) EQ LED
  - PROP ROW
  - EXIST ROW
  - TRAFFIC FLOW ARROW
- \* SYMBOLS ARE EXAGGERATED IN SIZE FOR CLARITY

SCALE: 0 50' 100'

**CONSOR**  
P-12040

Texas Department of Transportation  
© 2022

US 59  
CONTINUOUS LIGHTING EXHIBIT  
STA 21472+00 TO STA 21590+00  
SHEET 2 OF 1

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

## CITY COUNCIL COMMUNICATION

|  |            |                                   |  |
|--|------------|-----------------------------------|--|
| Meeting Date:  | 11/14/2022 | Agenda Item:                      | Resolution: A resolution of the Wharton City Council authorizing the City Staff to issue Requests for Proposals (RFP) for qualified firms and establishing a consultant selection committee and developing evaluation criteria for the selection of qualified firms for the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666. |
| <p>As part of the City of Wharton Recovery Plan the City Council authorized funding to prepare a Downtown Master Plan. The City Staff is requesting that the City Council authorize the City Staff to issue requests for proposals (RFP) for firms and services to prepare this Master Plan that is funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666 and establish a consultant selection committee to review the RFP’s submitted for the program.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p> |            |                                   |  |
| City Manager: Joseph R. Pace   |            | Date: Thursday, November 10, 2022 |  |
| Approval:   |            |                                   |  |
| Mayor: Tim Barker  |            |                                   |  |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022

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

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

**SUBJECT:** Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666 Consultant Selection Committee for Qualified Firms and Services

---

As part of the City of Wharton Recovery Plan the City Council authorized funding to prepare a Downtown Master Plan.

It is my recommendation that the City Council authorize City Staff to issue requests for proposals (RFP) for firms and services to prepare this Master Plan that is funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666 and establish a consultant selection committee to review the RFP's submitted for the program.

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

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE CITY STAFF TO ISSUE REQUESTS FOR PROPOSALS (RFP) FOR QUALIFIED FIRMS AND ESTABLISHING A CONSULTANT SELECTION COMMITTEE AND DEVELOPING EVALUATION CRITERIA FOR THE SELECTION OF QUALIFIED FIRMS FOR THE DOWNTOWN MASTER PLAN FUNDED THROUGH THE CITY OF WHARTON AMERICAN RESCUE PLAN ACT – FEDERAL CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA-CLRF), TX1666.**

**WHEREAS,** The Wharton City Council wishes to authorize the City Staff to issue Requests for Proposals (RFP) for Qualified Firms for the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666; and,

**WHEREAS,** The Wharton City Council wishes to establish a Consultant Selection Committee for the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666 and provide recommendations to the entire City Council; and,

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

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

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

**Section I.** That the Wharton City Council hereby authorizes City Staff to issue Requests for Proposals (RFP) for Qualified Firms for the Downtown Master Plan funded through the City of Wharton American Rescue Plan Act – Federal Coronavirus Local Fiscal Recovery Fund (ARPA-CLRF), TX1666.

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

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

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

**Passed, Approved, and Adopted** this 14th day of November 2022.

**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: | 11/14/2022 | Agenda Item: | Resolution: A resolution of the Wharton City Council approving Change Order No. 1, for additional contract time and increased costs with C3 Constructors, LLC for the Wharton WWTP #1 Coarse Screen Project and authorizing the Mayor to execute all documents related to said change order. |
|---------------|------------|--------------|--|

Attached you will find the Wharton WWTP #1 Coarse Screen, Change Order No. 1 from C3 Constructors, LLC for additional time to the contract in the amount of 56 calendar days and \$11,987.00 for design change on the coarse screen to modify the discharge chute which was not originally in the scope. This will move the contract completion date to October 10, 2022, and cost to \$449,987.00.

Attached is a copy of the Change Order and draft resolution for review.

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

|   |                                   |
|---|-----------------------------------|
| City Manager: Joseph R. Pace  | Date: Thursday, November 10, 2022 |
| Approval:  |                                   |
| Mayor: Tim Barker   |                                   |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022

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

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

**SUBJECT:** Wharton WWTP #1 Coarse Screen, Change Order #1

---

Attached please find the Wharton WWTP #1 Coarse Screen, Change Order #1 from C3 constructors, LLC for additional time to the contract in the amount of 56 calendar days and \$11,987.00 for design change on the coarse screen to modify the discharge chute which was not originally in the scope. This will move the contract completion date to October 10, 2022, and cost to \$449,987.00. Attached is a copy of the change order and draft resolution for review.

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



**CHANGE ORDER NO. 001**  
**DATE:** November 8, 2022

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

**Description of Changes:** The Contractor is to provide and install the coarse screen and screenings chute as modified to raise the overall height of the screen approximately 3.5-feet and increase the discharge angle of the chute to 45-degrees. As a result of these modifications, the originally proposed fabricated screenings slide will no longer be required. The Contract Period of Performance is being extended by fifty-six (56) calendar days.

**Reason for Changes:** The discharge angle of the chute is being increased to 45-degrees at the recommendation of the screen manufacturer to allow for greater ease of operations and cleaning. The increased discharge angle of the chute will require the screen to be raised an additional 3.5-feet to allow the screenings to still slide directly into the existing dumpster. The fifty-six (56) calendar day extension is to allow time for the manufacturer to incorporate these changes into the submittal shop drawings and to fabricate the larger screen.

| <u>Summary of Changes:</u>                  | <u>PRICE</u>                                      | <u>TIME</u>                      |
|---|---|----------------------------------|
| <b>Original Contract:</b>                   | \$438,000.00                                      | 330 Calendar Days                |
| <b>Net previous change(s):</b>              | \$0.00  | 0 Calendar Days                  |
| <b>Contract prior to this change order:</b> | \$438,000.00                                      | 330 Calendar Days                |
| <b>Net increase from this change order:</b> | \$11,987.00                                       | 56 Calendar Days                 |
| <b>Revised Contract Amount:</b>             | \$449,987.00                                      | 386 Calendar Days                |
| <b>Cumulative % Change in Contract:</b>     | 2.74 %  | 16.97 %                          |
| <b>Substantial Completion Date:</b>         | <b>Original:</b> August 15, 2023                  | <b>Revised:</b> October 10, 2023 |
| <b>Final Completion Date:</b>               | 30 Calendar Days from Substantial Completion Date |                                  |

|   |  |
|---|--|
| <p><b>APPROVED BY:</b><br/>         City of Wharton</p> <p>_____</p> <p>Representative</p> <p>_____</p> <p>Date</p> | <p><b>RECOMMENDED BY:</b><br/>         Quiddity Engineering, LLC</p> <p></p> <p>_____</p> <p>Samuel Franz Werner, PE</p> <p>_____ 11/8/2022</p> <p>Date</p> <p><b>ACCEPTED BY:</b><br/>         C3 Constructors, LLC</p> <p></p> <p>_____</p> <p>Representative</p> <p>_____ 11/8/2022</p> <p>Date</p> |
| <p><b>Enclosures:</b> Attachment No. 001</p>  |  |

K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla\3 Construction Phase\Contract Documents\5 - Change Orders\Wharton WWTP #1 HW Coarse Screen Replacement CO #1 20221108.xlsx

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

The Contractor is directed to furnish all materials, labor, equipment, and subcontractors to provide and install the coarse screen and screenings chute as modified to raise the overall height of the screen approximately 3.5-feet and increase the discharge angle of the chute to 45-degrees. The Contract Period of Performance is being extended by fifty-six (56) calendar days.

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

| Item No. | <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> |
|----------|--|-------------|-------------------|---------------------------|---------------------|-------------------------|------------------------|--------------------------------|-------------------|
| 5        | Provide and install the coarse screen and screenings chute as modified to raise the overall height of the screen approximately 3.5-feet and increase the discharge angle of the chute to 45-degrees. | L.S.        | \$0.00            | \$13,187.00               | 0.0                 | 1.0                     | \$0.00                 | \$13,187.00                    | \$13,187.00       |
| 6        | Credit for installing a screenings chute now provided by Huber in lieu of the originally proposed fabricated screenings slide.   | L.S.        | \$0.00            | (\$1,200.00)              | 0.0                 | 1.0                     | \$0.00                 | (\$1,200.00)                   | (\$1,200.00)      |
|          |  |             |                   |                           |                     |                         |                        | NET INCREASE IN CONTRACT PRICE | \$11,987.00       |

**Fifty-six (56) calendar days are being added to the Contract Period of Performance.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-953097

Date Filed:  
11/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C3 Constructors, LLC  
Willis, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Wharton

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

05135-0238-00  
WWTP Plant No. 1 Headworks - Change Order No. 1

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Billy Wade, and my date of birth is 08/09/1978.

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

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

Executed in Montgomery County, State of Texas, on the 8th day of November, 2022.  
(month) (year)

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

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING CHANGE ORDER NO. 1, FOR ADDITIONAL CONTRACT TIME AND INCREASED COSTS WITH C3 CONSTRUCTORS, LLC FOR THE WHARTON WWTP#1 COARSE SCREEN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CHANGE ORDER.**

**WHEREAS,** The Wharton City Council wishes to approve Change Order No. 1, for additional contract time and increased costs in the amount of \$11,987.00 with C3 Constructors, LLC for the Wharton WWTP #1 Coarse Screen Project; and,

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

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

**Section I.** The Wharton City Council hereby authorizes Change Order No. 1, for 56 additional days and increased costs in the amount of \$11,987.00 with C3 Constructors, LLC for the Wharton WWTP #1 Coarse Screen 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 14<sup>th</sup> day of November 2022.

**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: | 11/14/2022 | Agenda Item: | Resolution: A resolution of the Wharton City Council ratifying and approving Change Order No. 1 for additional costs with HTI Construction for the Armstrong Street Waterline Improvement Project and authorizing the Mayor to execute all documents related to said Change Order. |
|---------------|------------|--------------|--|

On June 13, 2022, the Wharton City Council agreed to enter into an Infrastructure Improvement Agreement with the Wharton Economic Development Corporation for the waterline on Armstrong Street for the new construction of the Alamo Lumber Company. The agreement is to reimburse costs not to exceed \$198,000.00 for the improvements. The contract for construction was awarded to HTI Construction on September 26, 2022.

The construction has been progressing on the Alamo Lumber Project and the utility work began mid-October. Once work started it was discovered that the line accounted for in the design plans did not extend to the location in the plans. In order to not delay work the Change Order for additional work to add an addition 120' of water line and the repairs of the roadway to loop the system as originally intended. This will put the construction contract over the original \$198,000.00 approved by the Wharton Economic Development Corporation and the additional will be covered out of the City funds as this is an improvement to the entire City System.

The Change Order is for an increase in the amount of \$28,900.00 resulting in a contract amount of \$204,303.00. Attached is a copy of the Change Order and draft resolution for review.

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

|   |                                   |
|---|-----------------------------------|
| City Manager: Joseph R. Pace  | Date: Thursday, November 10, 2022 |
| Approval:  |                                   |
| Mayor: Tim Barker   |                                   |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022  
**FROM:** Gwyneth Teves, Director of Planning & Development  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** Waterline Improvements on Armstrong Street Change Order #1

---

On June 13, 2022, the Wharton City Council agreed to enter into an Infrastructure Improvement Agreement with the Wharton Economic Development Corporation for the waterline on Armstrong St. for the new construction of the Alamo Lumber Company. The agreement is to reimburse costs not to exceed \$198,000 for the improvements. The contract for construction was awarded to HTI Construction on September 26, 2022.

The construction has been progressing on Alamo Lumber and the utility work began Mid October. Once work started it was discovered that the line accounted for in the design plans did not extend to the location in the plans. In order to not delay work the Change Order for additional work to add an addition 120' of water line and the repairs of the roadway to loop the system as originally intended. This will put the construction contract over the original \$198,000 approved by the EDC and the additional will be covered out of the City funds as this is an improvement to the entire City System.

The change order is for an increase in the amount of \$28,900.00 resulting in a contract amount of \$204,303.00. Attached is a copy of the change order and draft resolution for review. It is my recommendation that the change order be approved and ratified at this time.

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



1575 Sawdust Road, Suite 400 Item-9.  
 The Woodlands, Texas 77380  
 Tel: 281.363.4039  
 www.quiddity.com

**CHANGE ORDER NO. 001**  
**DATE:** November 3, 2022

|  |                                     |
|--|-------------------------------------|
| <b>Project:</b> Waterline Improvements on Armstrong Street for<br>City of Wharton Department of Public Works | <b>JC Job No.:</b> 05135-0242-00    |
| <b>Owner:</b> City of Wharton  | <b>Contractor:</b> HTI Construction |

**Description of Changes:** Additional concrete repair needed due to existing waterline in different location not shown on plans.

**Reason for Changes:** Existing waterline was in different area originally shown on plans.

| <u>Change in Contract price and time summary:</u> | <u>COST</u>  | <u>TIME</u>      |
|---|--------------|------------------|
| <b>Original Contract:</b>                         | \$175,403.00 | 30 Calendar Days |
| <b>Net previous change(s):</b>                    | \$0.00       | 0 Calendar Days  |
| <b>Contract prior to this change order:</b>       | \$175,403.00 | 30 Calendar Days |
| <b>Net Adjustment from this change order:</b>     | \$28,900.00  | 0 Calendar Days  |
| <b>Revised Contract Amount:</b>                   | \$204,303.00 | 30 Calendar Days |
| <b>Cumulative % Change in Contract:</b>           | 16.48 %      | 0.00 %           |

|   |  |
|---|--|
| <p><b>APPROVED BY:</b><br/>City of Wharton</p><br><br><p>_____</p> <p>Representative</p><br><br><p>_____</p> <p style="text-align: right;">Date</p> | <p><b>RECOMMENDED BY:</b><br/>Quiddity Engineering, LLC</p><br><p style="text-align: center;"><i>Brian T. Geier</i></p> <p>_____</p> <p>Brian T. Geier, PE</p><br><p style="text-align: right;">11/4/22</p> <p style="text-align: right;">Date</p><br><p><b>ACCEPTED BY:</b><br/>HTI Construction</p><br><p style="text-align: center;"><i>Thomas Gutierrez</i></p> <p>_____</p> <p>Representative</p><br><p style="text-align: right;">11/4/22</p> <p style="text-align: right;">Date</p> |
|---|--|

**Enclosures:** Attachment No. 001

K:\05135\05135-0242-00 Armstrong Street Waterline Extension\3 Construction Phase\Contract Documents\Change Orders\CO1\

**Waterline Improvements on Armstrong Street for City of Wharton Department of Public Works**

**City of Wharton**

Additional concrete repair needed due to existing waterline in different location not shown on plans.

| <u>Item No.</u>                | <u>Description</u>   | <u>Unit</u> | <u>Unit Price</u> | <u>Current Quantity</u> | <u>Revised Quantity</u> | <u>Previous Amount</u> | <u>Revised Amount</u> | <u>Net Change</u> |
|--------------------------------|--|-------------|-------------------|-------------------------|-------------------------|------------------------|-----------------------|-------------------|
| B2                             | 6-inch C-900 AWWA (DR18) Class 150, waterline (including fittings, bedding, backfil and testing), complete in place.                       | LF          | \$80.00           | 404                     | 489                     | \$32,320.00            | \$39,120.00           | \$6,800.00        |
| B3                             | 6-inch C-900 restrained joint waterline (including fittings, bedding, backfil, and testing) by trenchless construction, complete in place. | LF          | \$100.00          | 110                     | 145                     | \$11,000.00            | \$14,500.00           | \$3,500.00        |
| B5                             | 6" gate valve and box, bury as shown, (including lead), complete in place.   | EA          | \$3,000.00        | 2                       | 4                       | \$6,000.00             | \$12,000.00           | \$6,000.00        |
| C1                             | Out and restore existing pavement, as directed by Engineer.  | SY          | \$90.00           | 315                     | 355                     | \$28,350.00            | \$31,950.00           | \$3,600.00        |
| E3                             | Concrete Point Repair-Bore Pit   | SF          | \$22.00           | 0                       | 159.09                  | \$0.00                 | \$3,500.00            | \$3,500.00        |
| E4                             | 6" TS&V  | LS          | \$5,500.00        | 0                       | 1                       | \$0.00                 | \$5,500.00            | \$5,500.00        |
|                                |  |             |                   |                         |                         |                        | \$28,900.00           |                   |
| NET INCREASE IN CONTRACT PRICE |  |             |                   |                         |                         |                        |                       |                   |

**There is No Change to the Contract Period of Performance.**



October 31, 2022,

**Re: Change Order No.1 Request  
Waterline Improvements Armstrong St., City of Wharton**

**City of Wharton,**

Please see below the Change Order No.1 Request for the above-mentioned project.

**Change Order No.1 Request: Extra work not mentioned on item list or plans**

1. Concrete Point Repair- Bore Pit: \$3,500.00 (up to 100 SF 10x10) \$22 per SF after 100 SF.
2. 6" TS&V: \$5,500.00
3. approx. 35' bore: (line item B3 \$100.00 per LF) \$3,500.00
4. approx. 85' of C900: (line item B2 \$80.00 per LF) \$6,800.00
5. 2- 6" gate valve: (line item B5 \$3,000.00 Each) \$6,000.00
6. Asphalt point Repair approx. 40 SY: (line item C1 \$90.00 per Sy) \$3,600.00

**Estimated Total \$28,900.00**

**Total may change if extra quantities are needed.**

**Reason:** Existing waterline was in different area not shown on plans. Approx. 150' away from shown on plans.

Please contact me with any questions or concerns. Thank you!

Respectfully,

Thomas Gutierrez  
Vice President  
HTI Construction, Inc.  
832-600-7632

*A foundation built on Honesty, Trust, & Integrity.*

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND APPROVING CHANGE ORDER NO. 1 FOR ADDITIONAL COSTS WITH HTI CONSTRUCTION FOR THE ARMSTRONG STREET WATERLINE 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. 1, for an increase in the amount of \$28,900.00 for the addition 120' of waterline; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to the ratification and approval of Change Order # 1 on behalf of the City of Wharton.

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

**Section I.** The Wharton City Council hereby ratifies and approves Change Order No. 1 in the amount of \$28,900.00 for HTI Construction.

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

**Passed, Approved, and Adopted** this 14<sup>th</sup> day of November 2022.

**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:   | 11/14/2022 | Agenda Item:                      | Resolution: A resolution of the Wharton City Council approving a contract for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) and authorizing the Mayor of the City of Wharton to execute all documents related to said contract. |
| <p>The City Council approved the establishment of a Consultant Selection Committee on September 26, 2022, and authorized the City Staff to go out for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).</p> <p>Proposals were received at City Hall on November 2, 2022. Proposals were received from:</p> <ol style="list-style-type: none"> <li>1. Amani Engineering</li> <li>2. Baker &amp; Lawson, Inc.</li> <li>3. Centerline Engineering</li> <li>4. Gunda Corp. an Ardurra Co.</li> <li>5. John D. Mercer &amp; Assoc.</li> <li>6. Kaluza, Inc.</li> <li>7. KSA Engineering</li> <li>8. LJA Engineering</li> <li>9. Quiddity Engineering</li> <li>10. Scheibe Consulting</li> <li>11. Urban Engineering</li> <li>12. Walter P. Moore</li> </ol> <p>The Finance Committee will meet on Monday, November 14, 2022, to score the proposals and provide a recommendation to the City Council.</p> |            |                                   |   |
| City Manager: Joseph R. Pace  |            | Date: Thursday, November 10, 2022 |   |
| Approval:    |            |                                   |   |
| Mayor: Tim Barker   |            |                                   |   |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022

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

**TO:** Honorable Mayor and City Council

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

---

The City Council approved the establishment of a Consultant Selection Committee on September 26, 2022, and authorized the City Staff to go out for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).

Proposals were received at City Hall on November 2, 2022. Proposals were received from:

1. Amani Engineering
2. Baker & Lawson, Inc.
3. Centerline Engineering
4. Gunda Corp. an Ardurra Co.
5. John D. Mercer & Assoc.
6. Kaluza, Inc.
7. KSA Engineering
8. LJA Engineering
9. Quiddity Engineering
10. Scheibe Consulting
11. Urban Engineering
12. Walter P. Moore

The CSC Committee will meet on Monday, November 14, 2022, to score the proposals and provide a recommendation to the City Council at the meeting at 7pm.

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

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A CONTRACT FOR ADMINISTRATION SERVICES FOR THE REGIONAL COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION (COG-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** The Wharton City Council wishes to approve a contract between the City of Wharton and \_\_\_\_\_ for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO); and,

**WHEREAS,** The City of Wharton and \_\_\_\_\_ wishes to be bound by the conditions as set forth in the agreement.

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

**Section I.** The Wharton City Council hereby approves a contract between the City of Wharton and \_\_\_\_\_ for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).

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

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

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

**Passed, Approved, and Adopted** this the 14<sup>th</sup> day of November 2022.

**CITY OF WHARTON**

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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

|   |            |                                   |  |
|---|------------|-----------------------------------|--|
| Meeting Date:   | 11/14/2022 | Agenda Item:                      | Resolution: A resolution of the Wharton City Council approving a contract for engineering services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) and authorizing the Mayor of the City of Wharton to execute all documents related to said contract. |
| <p>The City Council approved the establishment of a Consultant Selection Committee on September 26, 2022, and authorized the City Staff to go out for engineering services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).</p> <p>Proposals were received at City Hall on November 2, 2022. Proposals were received from:</p> <ol style="list-style-type: none"> <li>1. CSRS, LLC</li> <li>2. GrantWorks, Inc</li> <li>3. MPACT Strategic Consulting</li> <li>4. Public Management</li> </ol> <p>The Public Works Committee will meet on Monday, November 14, 2022, to score the proposals and provide a recommendation to the City Council.</p> |            |                                   |  |
| City Manager: Joseph R. Pace  |            | Date: Thursday, November 10, 2022 |  |
| Approval:    |            |                                   |  |
| Mayor: Tim Barker   |            |                                   |  |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022

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

**TO:** Honorable Mayor and City Council

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

---

The City Council approved the establishment of a Consultant Selection Committee on September 26, 2022, and authorized the City Staff to go out for engineering services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).

Proposals were received at City Hall on November 2, 2022. Proposals were received from:

1. CSRS, LLC
2. GrantWorks, Inc
3. MPACT Strategic Consulting
4. Public Management

The CSC Committee will meet on Monday, November 14, 2022, to score the proposals and provide a recommendation to the City Council at the meeting at 7pm.

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

**CITY OF WHARTON  
RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A CONTRACT FOR ENGINEERING SERVICES FOR THE REGIONAL COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION (COG-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** The Wharton City Council wishes to approve a contract between the City of Wharton and \_\_\_\_\_ for Engineering Services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO); and,

**WHEREAS,** The City of Wharton and \_\_\_\_\_ wishes to be bound by the conditions as set forth in the agreement.

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

**Section I.** The Wharton City Council hereby approves a contract between the City of Wharton and \_\_\_\_\_ for Engineering Services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).

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

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

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

**Passed, Approved, and Adopted** this the 14<sup>th</sup> day of November 2022.

**CITY OF WHARTON**

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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

|               |            |              |   |
|---------------|------------|--------------|---|
| Meeting Date: | 11/14/2022 | Agenda Item: | Pay Request No. 1 and Final from Ram Rod Utilities, LLC for the waterline improvements for Baird Subdivision. |
|---------------|------------|--------------|---|

Attached you will find Pay Request No. 1 and Final from Ram Rod Utilities, LLC for the waterline improvements for Baird Subdivision in the amount of \$46,050.00.

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

|   |                                   |
|---|-----------------------------------|
| City Manager: Joseph R. Pace  | Date: Thursday, November 10, 2022 |
| Approval:  |                                   |
| Mayor: Tim Barker   |                                   |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022

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

**TO:** Honorable Mayor and City Council

**SUBJECT:** Recommendation for payment to Ram Rod Utilities, LLC for the waterline improvements for Baird Subdivision

---

The City Council awarded a contract for construction to Ram Rod Utilities, LLC for the waterline improvements to be constructed for the Baird Subdivision.

Payment #1 and Final has been provided and all work was inspected by Public Works Director Anthony Arcidiacono for final approval.

It is my recommendation that the City Council approve Payment #1 for \$46,050.00 recommend payment. This also came in below the amount placed in deposit with the City by Mr. Baird so the remainder of the funds will also be refunded to Mr. Baird.

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

# Ram Rod Utilities, LLC

26119 Interstate 45 N. STE #215  
 Spring, TX 77380  
 832-418-7951

## Invoice #119

Date: 11/9/2022

### To

City of Wharton  
 Water Line Extension  
 101 W. Miliam

| Item No.   | UNIT | Item Description        | QTY | Unit Price  | Total        |
|------------|------|-------------------------|-----|-------------|--------------|
| 1          | LS   | Mobilization            | 1   | \$ 3,800.00 | \$ 3,800.00  |
| 2          | LF   | Install 2" W/L          | 250 | \$ 44.00    | \$ 11,000.00 |
| 3          | LF   | 2" Bore                 | 250 | \$ 23.00    | \$ 5,750.00  |
| 4          | EA   | 1" Service TAP          | 6   | \$ 1,600.00 | \$ 9,600.00  |
| 5          | EA   | Bore Pits               | 3   | \$ 1,000.00 | \$ 3,000.00  |
| 6          | LS   | 6x2 Connection          | 1   | \$ 2,300.00 | \$ 2,300.00  |
| 7          | EA   | Asphalt Patch           | 6   | \$ 950.00   | \$ 5,700.00  |
| 8          | LS   | Blow Off/Cap            | 1   | \$ 1,000.00 | \$ 1,000.00  |
| 9          | LS   | TCP                     | 1   | \$ 1,400.00 | \$ 1,400.00  |
| 10         | LS   | Casing Under TxDot Road | 1   | \$ 2,500.00 | \$ 2,500.00  |
| Subtotal   |      |                         |     |             | \$ 46,050.00 |
| Tax Rate   |      |                         |     |             | 0%           |
| Total Cost |      |                         |     |             | \$ 46,050.00 |

Payable Upon Receipt

Make all checks payable to Ram Rod Utilities, LLC

If you have any questions concerning this invoice, use of the following contact information:

**Daniel Hernandez, (832) 418-7951, Ramrodutilities@yahoo.com**

Thank you for your business!

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

## CITY COUNCIL COMMUNICATION

|               |            |              |  |
|---------------|------------|--------------|--|
| Meeting Date: | 11/14/2022 | Agenda Item: | Pay Request No. 1 & 2 from CR McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators. |
|---------------|------------|--------------|--|

Attached you will find Pay Request No. 1 & 2 from CR McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 City of Wharton Critical Facility Generators. Pay Estimate No. 1 is in the amount of \$45,000.00 and Pay Estimate No. 2 is in the amount of \$184,500.00

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

|   |                                   |
|---|-----------------------------------|
| City Manager: Joseph R. Pace  | Date: Thursday, November 10, 2022 |
| Approval:  |                                   |
| Mayor: Tim Barker   |                                   |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022

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

**TO:** Honorable Mayor and City Council

**SUBJECT:** Recommendation for payment to CR McDonald Electric, Inc. for Pay Estimate No. 1 & 2 for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators

---

The City Council awarded a contract for construction to CR McDonald Electric, Inc. for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators Project.

Pay Estimate No. 1 & 2 have been sent and recommendation for payment by the grant administrator is attached.

It is my recommendation that the City Council approve Pay Estimate 1 for \$45,000.00 and Pay Estimate 2 for \$184,500.00 and recommend payment.

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



Sandra Simonson Program Manager  
 2201 Northland Drive 512-953-8403 #115 Cell 7 cell  
 Austin, Texas 78756 (800) 407-5532 fax  
 sandra.Simonson@grantworks.net

PAYMENT REQUEST TRANSMITTAL COVER LETTER

November 2, 2022

Honorable Tim Barker , Mayor  
 City of Wharton  
 120 East Caney  
 Wharton, TX 77488

Re: Texas HMGP Project #: DR-4332-0105

Please find the enclosed invoices from CR McDonald Electric, INC.

Please mail payment to the following vendors in the amount indicated:

|   |                              |              |
|---|------------------------------|--------------|
| - | <b>Construction Invoices</b> |              |
|   | W024533-1                    | \$ 45,000.00 |
|   | W024533-2                    | \$184,500.00 |

Once payment has cleared your bank, we will submit a request to the Texas Department of Emergency Management for your reimbursement. Once received, please provide me with copies of the bank statement/s (including check images) showing that the check has cleared your bank. This will be used as proof of payment.

|                            |    |              |                     |
|----------------------------|----|--------------|---------------------|
| Base Construction Contract | \$ | 1,518,269.00 |                     |
| Amount Invoiced            | \$ | 229,500.00   |                     |
| Remaining Balance          | \$ |              | <b>1,288,769.00</b> |

Thank you for your help. Please do not hesitate to call me at (512) 953-8403 x 115 if you have any questions or if I may be of assistance.

Sandra Simonson

*\*Note: As a result of legislation ( Senate Bill Z ) passed by the 86th Texas Legislature and signed by Governor Abbott, funding was appropriated to the Texas Infrastructure Resiliency Fund to assist eligible political subdivisions with the non-federal ("local") cost share of Hurricane Harvey Public Assistance (PA) and Hazard Mitigation Grant program projects. **This funding will provide up to seventy-five percent of the non-federal cost share.***

INVOICE



CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To: City of Wharton  
C/O Quiddity  
6330 W. Loop S., Suite 150  
Houston, TX. 77401

Date: 7/21/22

Invoice No. W024533-1

| P.O. NO. | PROJECT NAME AND / OR ADDRESS                | SUBCONTACT NO. |
|----------|--|----------------|
|          | Water Plants & WWTP #2<br>Generator Addition |                |

NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.  
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"

Base Contract Amount ----- \$1,518,269.00

Progress Billing - Tax Exempt - \$50,000.00

Less 10% Retained \$5,000.00

\$45,000.00

Less Previous Billings \$0.00

TOTAL THIS INVOICE ----- \$45,000.00

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Wharton (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

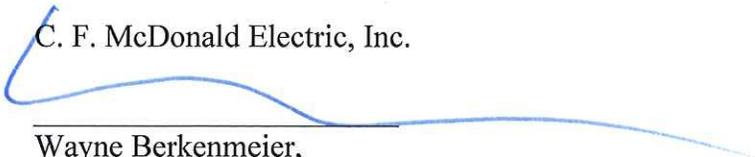
Water Plants & WWTP #2 Generator Addition

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

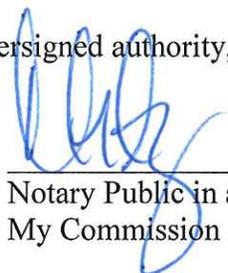
This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.



Wayne Berkenmeier,  
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 21st day of July, 2022



Notary Public in and for Harris County  
My Commission Expires: 8/9/25



PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS  
COUNTY OF HARRIS

The undersigned contracted with City of Wharton to furnish labor and materials in connection with certain improvements to real property located in Wharton County, Texas and owned by City of Wharton which improvements are described as follows:

Water Plants & WWTP #2 Generator Addition

In consideration of Pay Estimate No. 1 in the amount of Forty Five Thousand Dollars 00/100 (\$ 45,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.  
Contractor

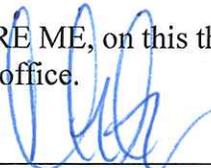
Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21st day of July, 2022, to certify which witness my hand and seal of office.



  
Notary Public in and for the State Of Texas

Michelle Gutierrez  
My Commission Expires: 8/9/25

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

TOWN: City of Wharton

PROJECT: Water Plants & WWTP #2  
Generator Addition

APPLICATION NO: 1

Distribution to:

FROM CONTRACTOR: C.F. McDonald Electric, Inc.

5044 Timber Creek  
Houston, TX, 77017

update

VIA ENGINEER:

APPLICATION DATE: 7/21/22  
PERIOD TO: 7/31/22  
PD PROJECT NO:  
CONTRACT DATE:

OWNER  
 ENGINEER  
 CONTRACTOR

CONTRACT FOR:

CONTRACT NO.

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 45,000.00
2. Net Change by Change Orders \$ 8,000.00
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 53,000.00
4. TOTAL COMPLETED & STORED TO DATE \$ 50,000.00  
(Column G on G703)

5. RETAINAGE:
    - a. 10 % of Completed Work \$ 5,000.00  
(Column D + E on G703)
    - b. 5 % of Stored Material \$  
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 5,000.00

6. TOTAL EARNED LESS RETAINAGE \$ 45,000.00  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00  
(Line 6 from Prior Certificate)
8. CURRENT PAYMENT DUE \$ 45,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 8,000.00  
(Line 3 Less Line 6)

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00    | \$0.00     |
| Total approved this Month                          | \$0.00    | \$0.00     |
| <b>TOTALS</b>                                      | \$0.00    | \$0.00     |
| <b>NET CHANGES by Change Order</b>                 |           | \$0.00     |

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

CONTRACTOR: C.F. McDonald Electric, Inc.



By: Wayne Berkenmeier Date: 7/21/22

State of: Texas  
County of: Harris  
Subscribed and sworn to before me on:  
Notary Public: slg/as  
My Commission expires:



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).  
ENGINEER: \_\_\_\_\_ 0

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

Application No: 1  
 Application Date: 7/21/22  
 Period To: 7/31/22  
 Project No:

| ITEM NO.                 | DESCRIPTION OF WORK  | SCHEDULED VALUE | D WORK COMPLETED           |              | F MATERIALS PRESENTLY STORED | G TOTAL COMPLETED AND STORED TO DATE | PERCENT % | H BALANCE TO FINISH | I RETAINAGE |
|--------------------------|--|-----------------|----------------------------|--------------|------------------------------|--------------------------------------|-----------|---------------------|-------------|
|                          |  |                 | FROM PREVIOUS APPLICATIONS | THIS PERIOD  |                              |                                      |           |                     |             |
| BASE CONTRACT            |  |                 |                            |              |                              |                                      |           |                     |             |
| 1                        | Bonds & Insurance  | \$ 50,000.00    | -                          | \$ 50,000.00 | -                            | \$ 50,000.00                         | 100%      | \$ -                | \$ 5,000.00 |
| 2                        | Mobilize on Alabama Water Plant                                  | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |
| 3                        | Mobilize on Cloud Street Road Water Plant                        | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |
| 4                        | Mobilize on Halhalla Water Plant                                 | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |
| 5                        | Mobilize on Waste Water Treatment Plant #2                       | \$ 30,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 30,000.00        | \$ -        |
| 6                        | Storm water pollution prevention plan, install/ maintain/ record | \$ 100.00       | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 100.00           | \$ -        |
| ALABAMA WATER PLANT      |  |                 |                            |              |                              |                                      |           |                     |             |
| 7a                       | Duct bank  | \$ 50,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 50,000.00        | \$ -        |
| 7b                       | Natural gas line   | \$ 35,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 35,000.00        | \$ -        |
| 7c                       | Remove and replace driveway                                      | \$ 15,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 15,000.00        | \$ -        |
| 7d                       | Install concrete pad   | \$ 50,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 50,000.00        | \$ -        |
| 7e                       | Grounding  | \$ 15,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 15,000.00        | \$ -        |
| 7f                       | Install ATS  | \$ 35,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 35,000.00        | \$ -        |
| 7g                       | Install electrical equipment                                     | \$ 15,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 15,000.00        | \$ -        |
| 7h                       | Install conduit  | \$ 15,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 15,000.00        | \$ -        |
| 7i                       | Install wire   | \$ 15,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 15,000.00        | \$ -        |
| 7j                       | Furnish and install natural gas generator                        | \$ 85,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 85,000.00        | \$ -        |
| 7k                       | Demo existing MTS and cam lock box                               | \$ 8,000.00     | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 8,000.00         | \$ -        |
| CLOUD STREET WATER PLANT |  |                 |                            |              |                              |                                      |           |                     |             |
| 8a                       | Duct bank  | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |
| 8b                       | Natural gas line   | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |
| 8c                       | Remove and replace paving/ bore                                  | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |
| 8d                       | Install concrete pad   | \$ 30,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 30,000.00        | \$ -        |
| 8e                       | Grounding  | \$ 10,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 10,000.00        | \$ -        |
| 8f                       | Install ATS  | \$ 30,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 30,000.00        | \$ -        |
| 8g                       | Install electrical equipment                                     | \$ 10,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 10,000.00        | \$ -        |
| 8h                       | Install conduit  | \$ 10,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 10,000.00        | \$ -        |
| 8i                       | Install wire   | \$ 10,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 10,000.00        | \$ -        |
| 8j                       | Furnish and install natural gas generator                        | \$ 65,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 65,000.00        | \$ -        |
| 8k                       | Demo existing MTS and cam lock box                               | \$ 8,000.00     | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 8,000.00         | \$ -        |
| HALHALLA WATER PLANT     |  |                 |                            |              |                              |                                      |           |                     |             |
| 9a                       | Duct bank  | \$ 40,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 40,000.00        | \$ -        |
| 9b                       | Natural gas line   | \$ 30,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 30,000.00        | \$ -        |
| 9c                       | Remove and replace paving  | \$ 10,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 10,000.00        | \$ -        |
| 9d                       | Install concrete pad   | \$ 45,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 45,000.00        | \$ -        |
| 9e                       | Grounding  | \$ 15,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 15,000.00        | \$ -        |
| 9f                       | Install ATS  | \$ 55,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 55,000.00        | \$ -        |
| 9g                       | Install electrical equipment                                     | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |
| 9h                       | Install conduit  | \$ 20,000.00    | -                          | \$ -         | -                            | \$ -                                 | 0%        | \$ 20,000.00        | \$ -        |

|     |  |                 |      |              |      |      |      |              |      |      |              |    |                 |             |
|-----|--|-----------------|------|--------------|------|------|------|--------------|------|------|--------------|----|-----------------|-------------|
| 9i  | Install wire                                   | \$ 20,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 20,000.00    | \$ -        |
| 9j  | Furnish and install natural gas generator      | \$ 124,000.00   | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 124,000.00   | \$ -        |
| 9k  | Demo existing MTS and cam lock box             | \$ 8,000.00     | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 8,000.00     | \$ -        |
| 10  | WASTE WATER TREATMENT PLANT #2                 |                 |      |              |      |      |      |              |      |      |              |    |                 |             |
| 10a | Duct bank                                      | \$ 35,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 35,000.00    | \$ -        |
| 10b | Remove and replace berm                        | \$ 30,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 30,000.00    | \$ -        |
| 10c | Install concrete pad                           | \$ 45,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 45,000.00    | \$ -        |
| 10d | Grounding                                      | \$ 10,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 10,000.00    | \$ -        |
| 10e | Install ATS                                    | \$ 45,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 45,000.00    | \$ -        |
| 10f | Install electrical equipment                   | \$ 10,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 10,000.00    | \$ -        |
| 10g | Install conduit                                | \$ 10,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 10,000.00    | \$ -        |
| 10h | Install wire                                   | \$ 15,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 15,000.00    | \$ -        |
| 10i | Furnish and install natural gas generator      | \$ 107,169.00   | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 107,169.00   | \$ -        |
| 10j | Demo existing MTS and cam lock box             | \$ 8,000.00     | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 8,000.00     | \$ -        |
| 10k | SCADA  | \$ 15,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 15,000.00    | \$ -        |
|     | ALLOWANCE                                      |                 |      |              |      |      |      |              |      |      |              |    |                 |             |
| 11  | CenterPoint Energy gas line/ meter Alabama     | \$ 27,500.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 27,500.00    | \$ -        |
| 12  | CenterPoint Energy gas line/ Meter Cloud WP    | \$ 20,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 20,000.00    | \$ -        |
| 13  | CenterPoint Energy gas line/ meter Valhalla WP | \$ 18,500.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 18,500.00    | \$ -        |
|     | ALTERNATE BID ITEMS                            |                 |      |              |      |      |      |              |      |      |              |    |                 |             |
| 14  | Install generator platform at WWTP #2          | \$ 24,000.00    | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ 24,000.00    | \$ -        |
|     | TOTAL BASE CONTRACT                            | \$ 1,518,269.00 | \$ - | \$ 50,000.00 | \$ - | \$ - | \$ - | \$ 50,000.00 | \$ - | \$ - | \$ 50,000.00 |    | \$ 1,468,269.00 | \$ 5,000.00 |
|     | Change Orders                                  |                 |      |              |      |      |      |              |      |      |              |    |                 |             |
| 1   |  | \$ -            | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ -            | \$ -        |
| 2   |  | \$ -            | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ -            | \$ -        |
| 3   |  | \$ -            | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ -            | \$ -        |
| 4   |  | \$ -            | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ -            | \$ -        |
| 3   |  | \$ -            | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ -            | \$ -        |
|     | Sub Total Change Orders                        | \$ -            | \$ - | \$ -         | \$ - | \$ - | \$ - | \$ -         | \$ - | \$ - | \$ -         | 0% | \$ -            | \$ -        |
|     | GRAND TOTAL                                    | \$ 1,518,269.00 | \$ - | \$ 50,000.00 | \$ - | \$ - | \$ - | \$ 50,000.00 | \$ - | \$ - | \$ 50,000.00 | 3% | \$ 1,468,269.00 | \$ 5,000.00 |

# INVOICE

## **M** C.F. McDONALD ELECTRIC, INC.

CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Wharton  
C/O Quiddity  
6330 W. Loop S., Suite 150  
Houston, TX. 77401

Date: 8/11/22

Invoice No.  
W024533-2

| P.O. NO. | PROJECT NAME<br>AND / OR ADDRESS | Water Plants & WWTP #2<br>Generator Addition | SUBCONTACT NO. |
|----------|----------------------------------|--|----------------|
|----------|----------------------------------|--|----------------|

*NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.  
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"*

Base Contract Amount ----- \$1,518,269.00

Progress Billing - Tax Exempt - \$255,000.00

Less 10% Retained \$25,500.00

\$229,500.00

Less Previous Billings \$45,000.00

\$45,000.00

TOTAL THIS INVOICE ----- \$184,500.00

**Thank You!**

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Wharton (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

Water Plants & WWTP #2 Generator Addition

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,  
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 11th day of August, 2022



*[Signature]*  
Notary Public in and for Harris County  
My Commission Expires: 8/9/25

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS  
COUNTY OF HARRIS

The undersigned contracted with City of Wharton to furnish labor and materials in connection with certain improvements to real property located in Wharton County, Texas and owned by City of Wharton which improvements are described as follows:

Water Plants & WWTP #2 Generator Addition

In consideration of Pay Estimate No. 2 in the amount of One Hundred Eighty Four Thousand Five Hundred Dollars 00/100 (\$ 184,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C/F. McDonald Electric, Inc.  
Contractor

Wayne Berkenmeier

*[Handwritten Signature]*

Vice President Special Projects

Signature

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11th day of August, 2022, to certify which witness my hand and seal of office.



*[Handwritten Signature]*  
Notary Public in and for the State Of Texas

Michelle Gutierrez  
My Commission Expires: 8/9/25

Item-13.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO: City of Wharton

PROJECT:

Water Plants & WWTP #2  
Generator Addition

APPLICATION NO: 2

Distribution to:

OWNER  
 ENGINEER  
 CONTRACTOR

FROM CONTRACTOR: C.F. McDonald Electric, Inc.  
5044 Timber Creek  
Houston, TX, 77017

VIA ENGINEER:

APPLICATION DATE: 8/11/22  
PERIOD TO: 8/30/22  
PD PROJECT NO:  
CONTRACT DATE:

CONTRACT FOR: CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 1,518,269.00
- 2. Net Change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 1,518,269.00
- 4. TOTAL COMPLETED & STORED TO DATE \$ 255,000.00  
(Column G on G703)

- 5. RETAINAGE:
  - a. 10 % of Completed Work \$ 25,500.00  
(Column D + E on G703)
  - b. 5 % of Stored Material \$ \_\_\_\_\_  
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 25,500.00

- 6. TOTAL EARNED LESS RETAINAGE \$ 229,500.00  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 45,000.00  
(Line 6 from Prior Certificate)
- 8. CURRENT PAYMENT DUE \$ 184,500.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,288,769.00  
(Line 3 Less Line 6)

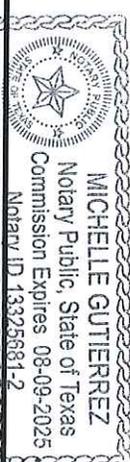
| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00    | \$0.00     |
| Total approved this Month                          | \$0.00    | \$0.00     |
| <b>TOTALS</b>                                      | \$0.00    | \$0.00     |
| <b>NET CHANGES by Change Order</b>                 |           | \$0.00     |

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

CONTRACTOR: C.F. McDonald Electric, Inc.

By: Wayne Berkenmeier Date: 8/11/22

State of Texas  
County of Harris  
Subscribed and sworn to before me on: August 11, 2022  
Notary Public:  
My Commission expires: 8/9/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).  
ENGINEER: 0

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AAA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 2  
 Application Date: 8/11/22  
 Period To: 8/30/22  
 Project No:

| A<br>ITEM NO.                   | B<br>DESCRIPTION OF WORK<br>0.00                                 | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED        |              | E<br>THIS PERIOD | F<br>MATERIALS PRESENTLY STORED | G<br>TOTAL COMPLETED AND STORED TO DATE | PERCENT % | H<br>BALANCE TO FINISH | I<br>RETAINAGE<br>10% |
|---------------------------------|--|----------------------|----------------------------|--------------|------------------|---------------------------------|---|-----------|------------------------|-----------------------|
|                                 |  |                      | FROM PREVIOUS APPLICATIONS | PERIOD       |                  |                                 |   |           |                        |                       |
| <b>BASE CONTRACT</b>            |  |                      |                            |              |                  |                                 |   |           |                        |                       |
| 1                               | Bonds & Insurance  | \$ 50,000.00         | \$ 50,000.00               | -            | -                | \$ -                            | \$ 50,000.00                            | 100%      | \$ -                   | \$ 5,000.00           |
| 2                               | Mobilize on Alabama Water Plant                                  | \$ 20,000.00         | \$ -                       | \$ 20,000.00 | -                | \$ -                            | \$ 20,000.00                            | 100%      | \$ -                   | \$ 2,000.00           |
| 3                               | Mobilize on Cloud Street Road Water Plant                        | \$ 20,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 20,000.00           | \$ -                  |
| 4                               | Mobilize on Halhalla Water Plant                                 | \$ 20,000.00         | \$ -                       | \$ 20,000.00 | -                | \$ -                            | \$ 20,000.00                            | 100%      | \$ -                   | \$ 2,000.00           |
| 5                               | Mobilize on Waste Water Treatment Plant #2                       | \$ 30,000.00         | \$ -                       | \$ 30,000.00 | -                | \$ -                            | \$ 30,000.00                            | 100%      | \$ -                   | \$ 3,000.00           |
| 6                               | Storm water pollution prevention plan, install/ maintain/ record | \$ 100.00            | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 100.00              | \$ -                  |
| <b>ALABAMA WATER PLANT</b>      |  |                      |                            |              |                  |                                 |   |           |                        |                       |
| 7a                              | Duct bank  | \$ 50,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 50,000.00           | \$ -                  |
| 7b                              | Natural gas line   | \$ 35,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 35,000.00           | \$ -                  |
| 7c                              | Remove and replace driveway                                      | \$ 15,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 15,000.00           | \$ -                  |
| 7d                              | Install concrete pad   | \$ 50,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 50,000.00           | \$ -                  |
| 7e                              | Grounding  | \$ 15,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 15,000.00           | \$ -                  |
| 7f                              | Install ATS  | \$ 35,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 35,000.00           | \$ -                  |
| 7g                              | Install electrical equipment                                     | \$ 15,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 15,000.00           | \$ -                  |
| 7h                              | Install conduit  | \$ 15,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 15,000.00           | \$ -                  |
| 7i                              | Install wire   | \$ 15,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 15,000.00           | \$ -                  |
| 7j                              | Furnish and install natural gas generator                        | \$ 85,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 85,000.00           | \$ -                  |
| 7k                              | Demo existing MTS and cam lock box                               | \$ 8,000.00          | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 8,000.00            | \$ -                  |
| <b>CLOUD STREET WATER PLANT</b> |  |                      |                            |              |                  |                                 |   |           |                        |                       |
| 8a                              | Duct bank  | \$ 20,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 20,000.00           | \$ -                  |
| 8b                              | Natural gas line   | \$ 20,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 20,000.00           | \$ -                  |
| 8c                              | Remove and replace paving/ bore                                  | \$ 20,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 20,000.00           | \$ -                  |
| 8d                              | Install concrete pad   | \$ 30,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 30,000.00           | \$ -                  |
| 8e                              | Grounding  | \$ 10,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 10,000.00           | \$ -                  |
| 8f                              | Install ATS  | \$ 30,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 30,000.00           | \$ -                  |
| 8g                              | Install electrical equipment                                     | \$ 10,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 10,000.00           | \$ -                  |
| 8h                              | Install conduit  | \$ 10,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 10,000.00           | \$ -                  |
| 8i                              | Install wire   | \$ 10,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 10,000.00           | \$ -                  |
| 8j                              | Furnish and install natural gas generator                        | \$ 65,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 65,000.00           | \$ -                  |
| 8k                              | Demo existing MTS and cam lock box                               | \$ 8,000.00          | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 8,000.00            | \$ -                  |
| <b>VALHALLA WATER PLANT</b>     |  |                      |                            |              |                  |                                 |   |           |                        |                       |
| 9a                              | Duct bank  | \$ 40,000.00         | \$ -                       | \$ 40,000.00 | -                | \$ -                            | \$ 40,000.00                            | 100%      | \$ -                   | \$ 4,000.00           |
| 9b                              | Natural gas line   | \$ 30,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 30,000.00           | \$ -                  |
| 9c                              | Remove and replace paving  | \$ 10,000.00         | \$ -                       | \$ 5,000.00  | -                | \$ -                            | \$ 5,000.00                             | 50%       | \$ 5,000.00            | \$ 500.00             |
| 9d                              | Install concrete pad   | \$ 45,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 45,000.00           | \$ -                  |
| 9e                              | Grounding  | \$ 15,000.00         | \$ -                       | \$ 15,000.00 | -                | \$ -                            | \$ 15,000.00                            | 100%      | \$ -                   | \$ 1,500.00           |
| 9f                              | Install ATS  | \$ 55,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 55,000.00           | \$ -                  |
| 9g                              | Install electrical equipment                                     | \$ 20,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 20,000.00           | \$ -                  |
| 9h                              | Install conduit  | \$ 20,000.00         | \$ -                       | \$ -         | -                | \$ -                            | \$ -                                    | 0%        | \$ 20,000.00           | \$ -                  |



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

## CITY COUNCIL COMMUNICATION

|   |            |                                   |  |
|---|------------|-----------------------------------|--|
| Meeting Date:   | 11/14/2022 | Agenda Item:                      | Pay Request No. 1 from C3 Constructors, LLC for the WWTP #1 Coarse Screen Project. |
| <p>Attached you will find Pay Request No. 1 from C3 Constructors, LLC for the WWTP #1 Coarse Screen Project in the amount of \$19,000.00.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p> |            |                                   |  |
| City Manager: Joseph R. Pace  |            | Date: Thursday, November 10, 2022 |  |
| Approval:    |            |                                   |  |
| Mayor: Tim Barker   |            |                                   |  |



# City of Wharton

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

## MEMORANDUM

**DATE:** November 9, 2022

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

**TO:** Honorable Mayor and City Council

**SUBJECT:** Recommendation for payment to C3 Constructors, LLC for Pay Estimate No. 1 for the WWTP#1 Coarse Screen Project

---

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

Pay Estimate No. 1 has been sent and recommendation for payment by the engineer is attached.

It is my recommendation that the City Council approve Pay Estimate 1 for \$19,000.00 and recommend payment.

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



October 14, 2022

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. 1 from C3 Constructors, LLC for the referenced project. This application covers construction activities for the referenced project during the period from September 19, 2022 to September 30, 2022. During this period, the Contractor provided bonds and proof of insurance for the project and began providing submittals for our review. The estimate is in order, and we recommend payment in the amount of \$19,000.00 to C3 Constructors, LLC.

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

The project is now 4% complete by total contract value and 3% complete by total contract time. The current contractual Substantial Completion date is August 15, 2023.

Sincerely,

Samuel Franz Werner, PE

SFW:nrw

K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla\3 Construction Phase\Pay Estimates\PE 01\City of Wharton WWTP #1 HW Screen Replacement PE 01 Letter.docx

Enclosure

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

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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

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

**APPLICATION NO: 1**  
**INVOICE NO: 1**  
**PERIOD: 09/19/22 - 09/30/22**  
**PROJECT NOS: 05135-0238-00**

**DISTRIBUTION TO:**

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

**VIA ARCHITECT/ENGINEER:**  
 Sam Werner (Quiddity Engineering, LLC)  
 6330 West Loop South Suite 150 Bellaire, Texas 77401  
 United States

**CONTRACT DATE:**

**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   | \$0.00       |
| 3. Contract sum to date (line 1 ± 2)   | \$438,000.00 |
| 4. Total completed and stored to date<br>(Column G on detail sheet)          | \$20,000.00  |
| 5. Retainage:  |              |
| a. 5.00% of completed work   | \$1,000.00   |
| b. 0.00% of stored material  | \$0.00       |
| Total retainage (Line 5a + 5b or total in column I of detail sheet)          | \$1,000.00   |
| 6. Total earned less retainage<br>(Line 4 less Line 5 Total)                 | \$19,000.00  |
| 7. Less previous certificates for payment<br>(Line 6 from prior certificate) | \$0.00       |
| 8. Current payment due   | \$19,000.00  |
| 9. Balance to finish, including retainage<br>(Line 3 less Line 6)            | \$419,000.00 |

| CHANGE ORDER SUMMARY                                       | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner/Client: | \$0.00    | \$0.00     |
| Total approved this Month:                                 | \$0.00    | \$0.00     |
| Totals:  | \$0.00    | \$0.00     |
| Net changes by change order:                               | \$0.00    |            |

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: [Signature]

Date: 10/14/2022

State of:

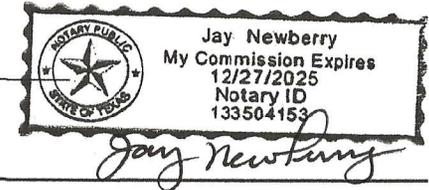
County of: Montgomery

Subscribed and sworn to before

me this 14th day of October 2022

Notary Public: Jay Newberry

My commission expires: 12/27/25



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

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

AMOUNT CERTIFIED: \$19,000.00

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

ARCHITECT/ENGINEER:

By: [Signature]

Date: 10/14/2022

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.

| A   | B   | C                   |                  |                         | D                   | E                  | F                          | G  |                | H                       | I                 |
|---|---|---------------------|------------------|-------------------------|---------------------|--------------------|----------------------------|--|----------------|-------------------------|-------------------|
| Item No.                                  | Description of Work   | Scheduled Value     | Approved Changes | Revised Scheduled Value | Work Completed      |                    | Materials Presently Stored | Total Completed and Stored to Date (D + E + F) | % (G/C)        | Balance to Finish (C-G) | Retainage         |
|   |   |                     |                  |                         | From Previous (D+E) | This Period        |                            |  |                |                         |                   |
| <b>1 - Bonds, Insurance and Permits</b>   |   | <b>\$20,000.00</b>  | <b>\$0.00</b>    | <b>\$20,000.00</b>      | <b>\$0.00</b>       | <b>\$20,000.00</b> | <b>\$0.00</b>              | <b>\$20,000.00</b>                             | <b>100.00%</b> | <b>\$0.00</b>           | <b>\$1,000.00</b> |
| 1 . 1                                     | Bonds, insurance, and permits for all work associated with base bid Items. Complete as specified for the sum of:  | \$20,000.00         | \$0.00           | \$20,000.00             | \$0.00              | \$20,000.00        | \$0.00                     | \$20,000.00                                    | 100.00%        | \$0.00                  | \$1,000.00        |
| <b>2 - Mobilization</b>                   |   | <b>\$16,000.00</b>  | <b>\$0.00</b>    | <b>\$16,000.00</b>      | <b>\$0.00</b>       | <b>\$0.00</b>      | <b>\$0.00</b>              | <b>\$0.00</b>                                  | <b>0.00%</b>   | <b>\$16,000.00</b>      | <b>\$0.00</b>     |
| 2 . 1                                     | Move-in and set up for all work associated with the Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement. Complete as specified for the sum of: | \$16,000.00         | \$0.00           | \$16,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$16,000.00             | \$0.00            |
| <b>3 - WWTP Coarse Screen Replacement</b> |   | <b>\$377,000.00</b> | <b>\$0.00</b>    | <b>\$377,000.00</b>     | <b>\$0.00</b>       | <b>\$0.00</b>      | <b>\$0.00</b>              | <b>\$0.00</b>                                  | <b>0.00%</b>   | <b>\$377,000.00</b>     | <b>\$0.00</b>     |
| 3 . 1                                     | Deliver Coarse Screen   | \$150,000.00        | \$0.00           | \$150,000.00            | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$150,000.00            | \$0.00            |
| 3 . 2                                     | Deliver Hydrogates, grates and railing  | \$48,654.00         | \$0.00           | \$48,654.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$48,654.00             | \$0.00            |
| 3 . 3                                     | Demo Coarse Screen, Platform and Screening Slide  | \$50,000.00         | \$0.00           | \$50,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$50,000.00             | \$0.00            |
| 3 . 4                                     | Demo Hydrogates, grates and railing   | \$25,000.00         | \$0.00           | \$25,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$25,000.00             | \$0.00            |
| 3 . 5                                     | Install Coarse Screen   | \$10,000.00         | \$0.00           | \$10,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$10,000.00             | \$0.00            |
| 3 . 6                                     | Install Screenings Slide  | \$7,000.00          | \$0.00           | \$7,000.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$7,000.00              | \$0.00            |
| 3 . 7                                     | Install Hydrogates, Grates and Railing  | \$14,000.00         | \$0.00           | \$14,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$14,000.00             | \$0.00            |
| 3 . 8                                     | Demo Coarse Screen Controls and Misc  | \$15,000.00         | \$0.00           | \$15,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$15,000.00             | \$0.00            |
| 3 . 9                                     | Install Above Ground Conduit and Wire   | \$12,846.00         | \$0.00           | \$12,846.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$12,846.00             | \$0.00            |
| 3 . 10                                    | Install Below Ground Conduit and Wire   | \$10,000.00         | \$0.00           | \$10,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$10,000.00             | \$0.00            |
| 3 . 11                                    | Install Control Panel and Instrumentation   | \$5,000.00          | \$0.00           | \$5,000.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$5,000.00              | \$0.00            |
| 3 . 12                                    | Grout Channel   | \$2,000.00          | \$0.00           | \$2,000.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$2,000.00              | \$0.00            |
| 3 . 13                                    | Modify Autodialer   | \$500.00            | \$0.00           | \$500.00                | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$500.00                | \$0.00            |
| 3 . 14                                    | Sawcut and replace Curb   | \$12,000.00         | \$0.00           | \$12,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$12,000.00             | \$0.00            |
| 3 . 15                                    | Replace Support Beams   | \$2,500.00          | \$0.00           | \$2,500.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$2,500.00              | \$0.00            |
| 3 . 16                                    | FRP Grating   | \$2,500.00          | \$0.00           | \$2,500.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$2,500.00              | \$0.00            |
| 3 . 17                                    | Modify and extend Handrail  | \$4,000.00          | \$0.00           | \$4,000.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$4,000.00              | \$0.00            |
| 3 . 18                                    | Provide O&M's   | \$500.00            | \$0.00           | \$500.00                | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$500.00                | \$0.00            |
| 3 . 19                                    | Hydroseed   | \$3,500.00          | \$0.00           | \$3,500.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%          | \$3,500.00              | \$0.00            |

| A                    | B   | C                   |                  |                         | D                   | E                  | F                          | G  |              | H                       | I                 |
|----------------------|---|---------------------|------------------|-------------------------|---------------------|--------------------|----------------------------|--|--------------|-------------------------|-------------------|
| Item No.             | Description of Work   | Scheduled Value     | Approved Changes | Revised Scheduled Value | Work Completed      |                    | Materials Presently Stored | Total Completed and Stored to Date (D + E + F) | % (G/C)      | Balance to Finish (C-G) | Retainage         |
|                      |   |                     |                  |                         | From Previous (D+E) | This Period        |                            |  |              |                         |                   |
| 3 . 20               | Startup   | \$2,000.00          | \$0.00           | \$2,000.00              | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%        | \$2,000.00              | \$0.00            |
| <b>4 - Allowance</b> |   | <b>\$25,000.00</b>  | <b>\$0.00</b>    | <b>\$25,000.00</b>      | <b>\$0.00</b>       | <b>\$0.00</b>      | <b>\$0.00</b>              | <b>\$0.00</b>                                  | <b>0.00%</b> | <b>\$25,000.00</b>      | <b>\$0.00</b>     |
| 4 . 1                | 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: | \$25,000.00         | \$0.00           | \$25,000.00             | \$0.00              | \$0.00             | \$0.00                     | \$0.00   | 0.00%        | \$25,000.00             | \$0.00            |
| <b>Grand Total:</b>  |   | <b>\$438,000.00</b> | <b>\$0.00</b>    | <b>\$438,000.00</b>     | <b>\$0.00</b>       | <b>\$20,000.00</b> | <b>\$0.00</b>              | <b>\$20,000.00</b>                             | <b>4.57%</b> | <b>\$418,000.00</b>     | <b>\$1,000.00</b> |

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

OWNER: City of Wharton, TX - WWTP

CONTRACT FOR: Coarse Screen Replacement

PROJECT: 05135-0238-00

CONTRACT DATED: September 19, 2022

STATE OF: TEXAS

COUNTY: MONTGOMERY

The undersigned does hereby acknowledge that upon receipt of a check from Owner in the sum of \$19,000.00 payable to the Contractor, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any and all liens and or claims including but not limited to, any lien, stop notice, or bond right with respect to any labor, services, materials, and/or equipment provided on or for the above referenced Project through and including the Release Date. Notwithstanding the foregoing, the undersigned does not waive its claim to any retainage withheld by the General Contractor or Owner through and including the Release Date or extras furnished before or on the release date for which payment has not been received.

Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including the rights between parties to the furnished labor, services, equipment, or material covered by the is release if that furnished labor, serves, equipment, or materials was not compensated by the progress payment.

RELEASE DATE: September 19, 2022

CONTRACTOR: C3 Constructors, LLC

I hereby certify that I have the power and authority to execute this Waiver of Lien and/or Claim for and on behalf of the Contractor.

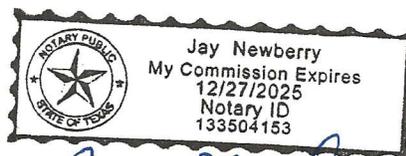
BY: [Signature]  
(signature of authorized representative)

Billy Wade - PM  
(printed name and title)

Subscribed and sworn to before this 30th  
day of September, 2022

Notary Public: Jay Newberry  
(Print Name of Notary Public)

My Commission Expires: 12/27/25



Jay Newberry

**AFFIDAVIT OF BILLS PAID**

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

Billy Wade being first duly sworn states that he is the Project Manager of C3 Constructors LLC of Montgomery County of Texas, hereinafter called "Company", and the said Company has performed work and/or furnished labor for WWTP No. 1 Headworks Coarse Screen Replacement hereinafter called "Owner" pursuant to a contract, dated September 19, 2022 with Owner (hereinafter called "CONTRACT") for the construction for City of Wharton, TX. That all just and lawful invoices against the Company for labor, materials, and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen, and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmans, and suppliers.

Contractor: C3 Constructors, LLC

Date: September 30, 2022

By: [Signature]

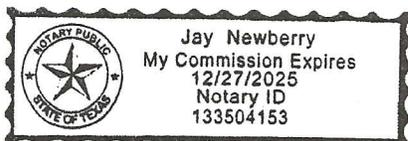
STATE OF TEXAS  
COUNTY OF Montgomery

**BEFORE ME**, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Billy Wade known to be the acknowledged to me that he executed the same for the purposes and consideration therein express.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this 30 day of September 2022

My Commission Expires: (SEAL)

[Signature]  
Notary Public in and for the State of Texas



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

## CITY COUNCIL COMMUNICATION

|   |            |                                   |   |
|---|------------|-----------------------------------|---|
| Meeting Date:   | 11/14/2022 | Agenda Item:                      | Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees: <ul style="list-style-type: none"> <li>A. Appointments.</li> <li>B. Resignations.</li> <li>C. Vacancies.</li> </ul> |
| <p>Attached you will find the list of persons serving on the various City Boards, Commissions and Committees. There are still vacancies that also need to be filled.</p> <p><b><u>Appointments:</u></b> None.</p> <p><b><u>Resignations:</u></b> None.</p> <p><b><u>Vacancies:</u></b></p> <ol style="list-style-type: none"> <li>1. Building Standards Commission.</li> <li>2. Plumbing and Mechanical Board.</li> </ol> |            |                                   |   |
| City Manager: Joseph R. Pace  |            | Date: Thursday, November 10, 2022 |   |
| Approval:    |            |                                   |   |
| Mayor: Tim Barker   |            |                                   |   |

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

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

| <b>BEAUTIFICATION COMMISSION</b> | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|----------------------------------|----------------------|----------------------|
| Nancy Mata                       | June 30, 2024        |                      |
| Lucy Cruz Alanis                 | June 30, 2024        |                      |
| Rachel Roberson                  | June 30, 2024        |                      |
| Stephanie Konvicka               | June 30, 2023        |                      |
| Adraylle Watson                  | June 30, 2023        |                      |
| Debbie Folks                     | June 30, 2023        |                      |
| Kenneth Dimmick                  | June 30, 2023        |                      |

| <b>BUILDING STANDARDS COMMISSION</b>         | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|--|----------------------|----------------------|
| Leonard Morales                              | June 30, 2023        |                      |
| Burnell Neal                                 | June 30, 2023        |                      |
| Vacant                                       | June 30, 2023        |                      |
| Paul Shannon                                 | June 30, 2023        |                      |
| Vacant                                       | June 30, 2024        |                      |
| Howard Singleton                             | June 30, 2024        |                      |
| Vacant                                       | June 30, 2024        |                      |
| Ronnie Bollom, Building Official - ExOfficio |                      |                      |
| Jeff Gubbels - Health Officer-ExOfficio      |                      |                      |
| Hector Hernandez-Fire Marshall-ExOfficio     |                      |                      |

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

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

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

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

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|                       |                      |                      |
|-----------------------|----------------------|----------------------|
| <b>HEALTH OFFICER</b> | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|-----------------------|----------------------|----------------------|

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|                      |               |
|----------------------|---------------|
| Dr. Jeff Gubbels, MD | June 30, 2024 |
|----------------------|---------------|

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|                     |                      |                      |
|---------------------|----------------------|----------------------|
| <b>VETERINARIAN</b> | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|---------------------|----------------------|----------------------|

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|                      |               |
|----------------------|---------------|
| Dr. Cody Pohler, DVM | June 30, 2024 |
|----------------------|---------------|

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|                              |                      |                      |
|------------------------------|----------------------|----------------------|
| <b>MUNICIPAL COURT JUDGE</b> | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|------------------------------|----------------------|----------------------|

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|              |               |
|--------------|---------------|
| Jared Cullar | June 30, 2023 |
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|                            |                      |                      |
|----------------------------|----------------------|----------------------|
| <b>PLANNING COMMISSION</b> | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|----------------------------|----------------------|----------------------|

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|                  |               |
|------------------|---------------|
| Burnell Neal     | June 30, 2023 |
| Rob Kolacny      | June 30, 2023 |
| Michael Quinn    | June 30, 2023 |
| Marshall Francis | June 30, 2024 |
| Adraylle Watson  | June 30, 2024 |
| Michael Wootton  | June 30, 2024 |
| Joel Williams    | June 30, 2024 |

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|                                      |                      |                      |
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| <b>PLUMBING AND MECHANICAL BOARD</b> | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|--------------------------------------|----------------------|----------------------|

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|                |               |
|----------------|---------------|
| A. J. Rath     | June 30, 2024 |
| Tom Faust      | June 30, 2023 |
| Vacant         | June 30, 2024 |
| Robert Sanchez | June 30, 2023 |
| Vacant         | June 30, 2024 |

Ronnie Bollom, Building Official - ExOfficio

Public Works Director Anthony Arcidiacono- Ex Officio

Mayor Tim Barker - Ex Officio

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|   |                      |                      |
|---|----------------------|----------------------|
| <b>WHARTON ECONOMIC DEVELOPMENT CORPORATION</b> | <b>TWO YEAR TERM</b> | <b>Reappointment</b> |
|---|----------------------|----------------------|

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|                                  |                    |
|----------------------------------|--------------------|
| Michael Wootton                  | September 30, 2024 |
| Alice Heard Roberts              | September 30, 2024 |
| Freddie Pekar                    | September 30, 2024 |
| Clifford Jackson (Councilmember) | September 30, 2024 |
| Russell Machann- (Councilmember) | September 30, 2023 |
| Andrew Armour                    | September 30, 2023 |
| Michael Roberson                 | September 30, 2023 |

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


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**ANNEXATION COMMITTEE**


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Tim Barker  
 Russell Machann  
 Don Mueller

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**FINANCE COMMITTEE**


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Russell Machann  
 Larry Pittman  
 Tim Barker

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**HOUSING COMMITTEE**


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Terry Freese  
 Russell Machann  
 Clifford Jackson

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**INTERGOVERNMENTAL RELATIONS COMMITTEE**


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Terry Freese  
 Tim Barker  
 Larry Pittman

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**LEGISLATIVE COMMITTEE**


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Tim Barker  
 Larry Pittman  
 Steven Schneider

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**PUBLIC HEALTH COMMITTEE**


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Terry Freese  
 Larry Pittman  
 Russell Machann

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**PUBLIC SAFETY COMMITTEE**


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Larry Pittman  
 Terry Freese  
 Don Mueller

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**PUBLIC WORKS COMMITTEE**


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Terry Freese  
 Don Mueller  
 Clifford Jackson

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**TELECOMMUNICATIONS COMMITTEE**


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Clifford Jackson  
 Terry Freese  
 Don Mueller

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


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Tim Barker  
 Steven Schneider  
 Clifford Jackson

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**ECONOMIC DEVELOPMENT COMMITTEE**


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Tim Barker  
 Clifford Jackson  
 Russell Machann

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**PARKS AND RECREATION COMMITTEE**


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Steven Schneider  
 Russell Machann  
 Terry Freese

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

## CITY COUNCIL COMMUNICATION

|   |            |                                   |   |
|---|------------|-----------------------------------|---|
| Meeting Date:   | 11/14/2022 | Agenda Item:                      | City Council Boards, Commissions and Committee Reports:<br>A. Public Works Committee meeting held October 24, 2022. |
| Attached you will find the reports from the above-mentioned Committees.                       |            |                                   |   |
| City Manager: Joseph R. Pace  |            | Date: Thursday, November 10, 2022 |   |
| Approval:  |            |                                   |   |
| Mayor: Tim Barker   |            |                                   |   |



# City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

## MEMORANDUM

Date: October 25, 2022

From: City Council Public Works Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held October 24, 2022

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At the October 24, 2022, City Council Public Works Committee Meeting, the Committee met and discussed the following items:

1. Review & Consider: Minutes from the meeting held March 14, 2022.
2. Review & Consider: Discussion on the abandonment of the C.R. 188 Bridge. No action was taken.
3. Review & Consider: Discussion on recommended design and aesthetics of the retaining walls for I-69 at F.M. 1301. No action was taken.
4. Review & Consider: Resolution: A resolution of the Wharton City Council authorizing the submission of a letter to TXDOT Yoakum District Office regarding the City's support to retain the crossover for I-69 at the City of Wharton Airport Intersection. The Committee voted to recommend this item to the City Council for consideration.

Adjournment.