



**CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING**

**Monday, July 11, 2022  
7:00 PM**

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

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

Notice is hereby given that a City Council Regular Meeting will be held on Monday, July 11, 2022 at 7:00 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

**SEE ATTACHED AGENDA**

Dated this 7th day of July 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 July 7, 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 7th day of July 2022.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**City Council Regular Meeting**  
**Monday, July 11, 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. Request by Ms. Valerie Jefferson for Approval of an Extension to the Variance for Temporary Placement of a Travel Trailer for Temporary Housing at 212 East Dahlgren Avenue.
2. Resolution: A resolution approving a Water Utility Service Agreement between the City of Wharton and Russell J. Baird for water line improvements located at Baird Subdivision, Block 1, lots 1, 2, 3, 4, 5 & 6, Wharton, Texas, and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
3. Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 2, Administration, Article V, Division 2, Beautification City Commission, Section 2-122.
4. Resolution: A resolution of the Wharton City Council awarding a contract for the Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement City of Wharton American Rescue Plan Act - Federal Coronavirus Local Fiscal Recovery Fund (APA-CLFRF), TX1666 and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
5. Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees:
  - A. Appointments.
  - B. Resignations.
  - C. Vacancies.

**Executive Session:**

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

Discussion:

  - A. City Managers Evaluation.

**Return to Open Session:**

- 7. Action on items discussed in Executive Session:
  - A. City Managers Evaluation.

**Adjournment.**

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/11/2022	Agenda Item:	Request by Ms. Valerie Jefferson for Approval of an Extension to the Variance for Temporary Placement of a Travel Trailer for Temporary Housing at 212 East Dahlgren Avenue.
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Ms. Jefferson was granted a temporary variance 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 of 1-year on May 24, 2021, allowing her to place and live in a Travel Trailer at 212 East Dahlgren Avenue while constructing a new home.

Ms. Jefferson is requesting an 8-month extension of the variance while completing the construction of her home. This would expire on January 24, 2023.

Ms. Jefferson has been progressing with her construction and has been getting regular inspections for her construction.

Attached are current construction progress photos.

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

City Manager: Joseph R. Pace	Date: Thursday, July 7, 2022
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** July 6, 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:** Request for Approval of an Extension to the Variance for Temporary Placement of Travel Trailer for Temporary Housing at 212 E. Dahlgren Ave. by Valerie Jefferson

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Ms. Jefferson was granted a temporary variance 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 of 1-year on May 24, 2021, allowing her to place and live in a Travel Trailer at 212 E. Dahlgren Ave. while constructing a new home.

Ms. Jefferson is requesting an 8-month extension of the variance while completing the construction of her home. This would expire on January 24, 2023.

Ms. Jefferson has been progressing with her construction and has been getting regular inspections for her construction. Attached are current construction progress photos.

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



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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/11/2022	Agenda Item:	Resolution: A resolution approving a Water Utility Service Agreement between the City of Wharton and Russell J. Baird for water line improvements located at Baird Subdivision, Block 1, lots 1, 2, 3, 4, 5 & 6, Wharton, Texas, and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
<p>Mr. Baird has been remodeling his buildings in downtown Wharton and has been working to revitalize them for the economic advantage of the downtown area. The City Staff has been working with Mr. Baird to assist with the utilities on his property to allow for the properties to be portioned out as single units.</p> <p>Mr. Baird has been working with the City Staff to extend independent water service to each building and at the meeting on June 27, 2022, easements were established for utilities. Mr. Baird is now requesting to work with the City to extend the water service behind the buildings and enter into a Water Utility Service Agreement for the City to bid out services to install the water utilities. The bids provided to Public Works Director, Anthony Arcidiacono, have both come in just under \$40,000 but contractors will not guarantee bids longer than seven (7) days due to the changes in the market. Mr. Baird and staff are recommending the agreement be set at \$40,000 and if the work is completed for less, he will be reimbursed the remaining funds, or if the bids come in higher, Mr. Baird will be informed, and an amendment may be required.</p> <p>Attached are the draft agreement and resolutions to enter into the agreement. The agreement has been reviewed by the City Attorney and meet with their approval.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 7, 2022	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 7, 2022  
**FROM:** Gwyneth Teves, Director of Planning & Development  
**TO:** Honorable Mayor and City Council  
**SUBJECT:** Water Utility Service Agreement with Russell J. Baird for the Baird Subdivision

---

Mr. Baird has been remodeling his buildings in downtown Wharton and has been working to revitalize them for the economic advantage of the downtown area. City staff has been working with Mr. Baird to assist with the utilities on his property to allow for the properties to be portioned out as single units.

Mr. Baird has been working with City Staff to extend independent water service to each building and at the meeting on June 27, 2022, easements were established for utilities. Mr. Baird is now requesting to work with the City to extend the water service behind the buildings and enter into a Water Utility Service Agreement for the City to bid out services to install the water utilities. The bids provided to Public Works Director Anthony Arcidiacono have both come in just under \$40,000 but contractors will not guarantee bids longer than 7 days due to the changes in the market. Mr. Baird and staff are recommending the agreement be set at \$40,000 and if the work is completed for less, he will be reimbursed the remaining funds, or if the bids come in higher, Mr. Baird will be informed, and an amendment may be required.

Attached are the draft agreement and resolutions to enter into the agreement. The agreement has been reviewed by the City Attorney and meet with their approval. It is my recommendation that the Council consider approving this agreement at this time.

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

**CUSTOMER-DEVELOPER  
WATER UTILITY SERVICE AGREEMENT**

**THE STATE OF TEXAS                   §**  
**COUNTY OF WHARTON                 §**                   **KNOW ALL MEN BY THESE PRESENTS:**

**THIS AGREEMENT** between the CITY OF WHARTON, a Municipal Corporation, acting by and through its Mayor, situated in Wharton County, Texas, (hereinafter referred to as “City”), and RUSSELL J. BAIRD, hereinafter referred to as (“Customer–Developer”), acting by and through himself, is as follows:

**WITNESSETH:**

1. Customer – Developer desires to have the City extend a two (2) inch public, potable, domestic water main. The improvements Customer–Developer desires to have constructed to the location are shown in the Project site plan attached hereto as Exhibit “A” and are as follows: A two (2) inch water main extension to the Property with \_\_\_\_\_ to the Property line in accordance with the City of Wharton specifications and professional civil engineering standards.
2. Customer–Developer hereby agrees that it will bear the entire cost of the installation, including all actual engineering costs and construction materials and labor (“Project Cost”) associated with the afore-mentioned improvements. The payment to the City shall be in accordance with the attached Exhibit “B” and shall be as follows: Customer–Developer will initially pay \$40,000 upon execution of this Agreement, which represents the City consulting engineer’s estimated engineering, construction, and contingency fund costs for the water main Project. The City will publicly and competitively bid the construction of these facilities and after the City has received bids, Customer–Developer agrees to pay the amount, if any, by which the competitively bid Project Cost exceeds the City’s initial estimated Project Cost (\$40,000), based on the lowest responsive and best acceptable bid, and such potential additional Customer-Developer payment to City must be received before the City awards the construction contract and authorizes the contractor to commence work.
3. Notwithstanding anything contained herein to the contrary, in the event the lowest responsive and best acceptable competitive bid for the construction portion of the

Project only, is in excess of \$40,000 the City of Wharton shall notify Customer-Developer in writing and Customer-Developer shall have ten (10) calendar days from the date of such notice to rescind this Agreement. Upon any rescission of the Agreement, Customer-Developer and the City of Wharton agree that the City shall promptly return to Customer-Developer the initial \$40,000 payment, less any documented costs for previous City consulting engineering, legal, and bid advertising fees and other reasonable City administrative costs incurred.

4. If, at the completion of the construction, it is determined that Customer-Developer has paid more than the actual final cost of the Project, after factoring in and accounting for any reasonable Change Orders approved by the City and the City's consulting engineer (the "Actual Adjusted Project Cost"), the City agrees to reimburse any overpayment to Customer-Developer. Customer-Developer reserves a right to audit the Project costs incurred by the City.
5. Construction of the Facilities. Promptly after awarding the public construction contract, the City shall obtain all required permits, if any, and shall thereafter cause the City's contractor to commence and thereafter diligently prosecute the completion of the Project in accordance with the approved Construction Documents and all applicable laws and regulations, so that the Project is fully completed and operational by \_\_\_\_\_, 2022.

### **STANDARD PROVISIONS**

6. Remedies. The remedies available to the City and the Customer-Developer under this Agreement, and the laws of Texas, are cumulative in nature. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity. Any material misrepresentation or failure by either Party to fully disclose all relevant facts regarding the Project or connection and service requirements to the Property shall be a breach of this Agreement.
7. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the City (including without limitation a trustee in bankruptcy) have any interest in or claim to the contractor's construction Performance Bond.
8. No Waiver. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver

unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time by either Party to enforce this Agreement or covenant by the Party, its successors, or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

9. Attorney's Fees. Should either Party be required to resort to litigation to enforce or interpret the terms of this Agreement, the prevailing Party, plaintiff, or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other Party. If the court awards relief to both Parties, each will bear its own costs in their entirety.
10. Assignability. The benefits and burdens of this Agreement are corporate obligations of the Customer-Developer and also are binding on its heirs, successors, and assigns. The Customer-Developer's obligations under this Agreement may not be assigned without the express written approval of the City. The City's written approval may not be withheld if the Customer-Developer's assignee explicitly assumes all obligations of the Customer-Developer under this Agreement. The City may not assign any or all of its rights under this Agreement without the express written approval of the Customer-Developer, which approval shall not be unreasonably withheld.
11. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing, or three (3) business days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed to the Parties at their respective addresses set forth on the signature page of this Agreement.
12. Severability. If any part, term, or provision of this Agreement is held by a Court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.
13. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement, whether arising out of or relating to the Agreement, will be deemed to be proper only if such action is commenced in the Courts of Wharton County, Texas. The Customer-Developer expressly waives any right to bring such an action in or to remove such an action to any other trial court.
14. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing the intent of this Agreement.
15. Entire Agreement. This Agreement contains the entire agreement between the Parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement

shall be of no force or effect, excepting a subsequent written modification executed by both Parties.

16. Authorization to Complete Agreement Blanks. By signing and delivering this Agreement to the appropriate official of the City, the Customer-Developer authorizes completion of this Agreement by the City accurately filling in the Effective Date below and providing a conformed copy to the Customer-Developer.
17. Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated thereby, have been duly authorized by all necessary private corporate, municipal corporate, and governmental actions of the appropriate Party. This Agreement has been duly executed and delivered by each Party, and constitutes a legal, valid, and binding obligation of each Party enforceable in accordance with the terms as of the Effective Date.
18. Governing Law. This Agreement is governed by the laws of the State of Texas.
19. Survival. Any and all representations, conditions and warranties made by either Party under this Agreement are **OF THE ESSENCE** of this Agreement and shall survive the execution, delivery and termination of it; and the construction by City's independent contractor and final acceptance of the Project Improvement(s) by the City; and all statements contained in any document required by the City from Customer-Developer or by the Customer-Developer from the City, whether delivered at the time of the Agreement execution, or at a later date, shall constitute representations and warranties hereunder.
20. Force Majeure. In the event that either Party shall be prevented from completing performance of its Project Contract obligations and undertakings under this Agreement by an act of God or other occurrence whatsoever, which is beyond the reasonable control of such Party, then assuming that the adversely affected Party has made reasonable efforts to remove or mitigate the force majeure, that Party shall be excused from any further performance of its obligations and undertakings until such time as the force majeure no longer prevents it from performing, at which point it shall give the other Party prompt notice of its intent to resume such performance.
21. Warranty. The City warrants that the Project Improvements constructed by City's independent contractor will be free from defects for a period of one (1) year from the date the City accepts the completion of the Project (the "Warranty Period"), except the City does not warrant the Project Improvements for defects caused by events outside the control of the City or the City's contractor. The City, through its independent contractor, agrees to repair any damage to the Project Improvements before and during the Warranty Period. After the construction warranty expires, the City will assume all traditional operation and maintenance responsibilities associated with owning a component of a Texas municipal water supply system.

22. Bonding. The City agrees to require the City's independent contractor to provide the City a Performance Bond in accordance with Texas law and acceptable to the City, in the full amount of the total construction contract price. The City agrees to require the contractor to provide the City a Payment Bond in the same amount as the Performance Bond, to protect all claimants supplying labor and materials in the construction of the Project Improvements.
23. Notice of Defect. The City will provide written notice to the Customer-Developer whenever City inspection reveals that the Project Improvements are not constructed or completed in accordance with the design standards and specifications for public water main health or safety, the Construction Documents or any applicable law or regulation, and the Customer-Developer shall notify the City whenever it independently discovers any such construction defects. The City will then pursue appropriate remedies against its independent construction contractor to remedy any such construction defects.
24. Demand on Surety. The City may make demand upon City contractor's performance bond surety due to contractor's failure to construct the Project Improvements in accordance with the Construction Documents.
25. Transfer of Ownership and Assumption of Service Maintenance. The City will accept for permanent ownership, public maintenance and operations, all off-site public water main improvements, when the construction has been tested and accepted by the City.
26. Reservation of City's Rights to Place Project Improvements into Service. If, in the reasonable opinion of the City and its engineering consultant: the construction of the Project Improvements by City's contractor does not meet the design and performance standards set forth in the Construction Documents; or Customer-Developer is in material violation of any ordinance of the City of Wharton or other applicable law or regulation pertaining to this water main Project or the use of such water main; or Customer-Developer is in default of this Agreement; the City may choose not to immediately provide potable water service through the new public water main Project Improvements until the above conditions are remedied.

The Effective Date of this Agreement is the date on which the City executes this Agreement.

**EXECUTED** in duplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF WHARTON**

**RUSSELL J. BAIRD**

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

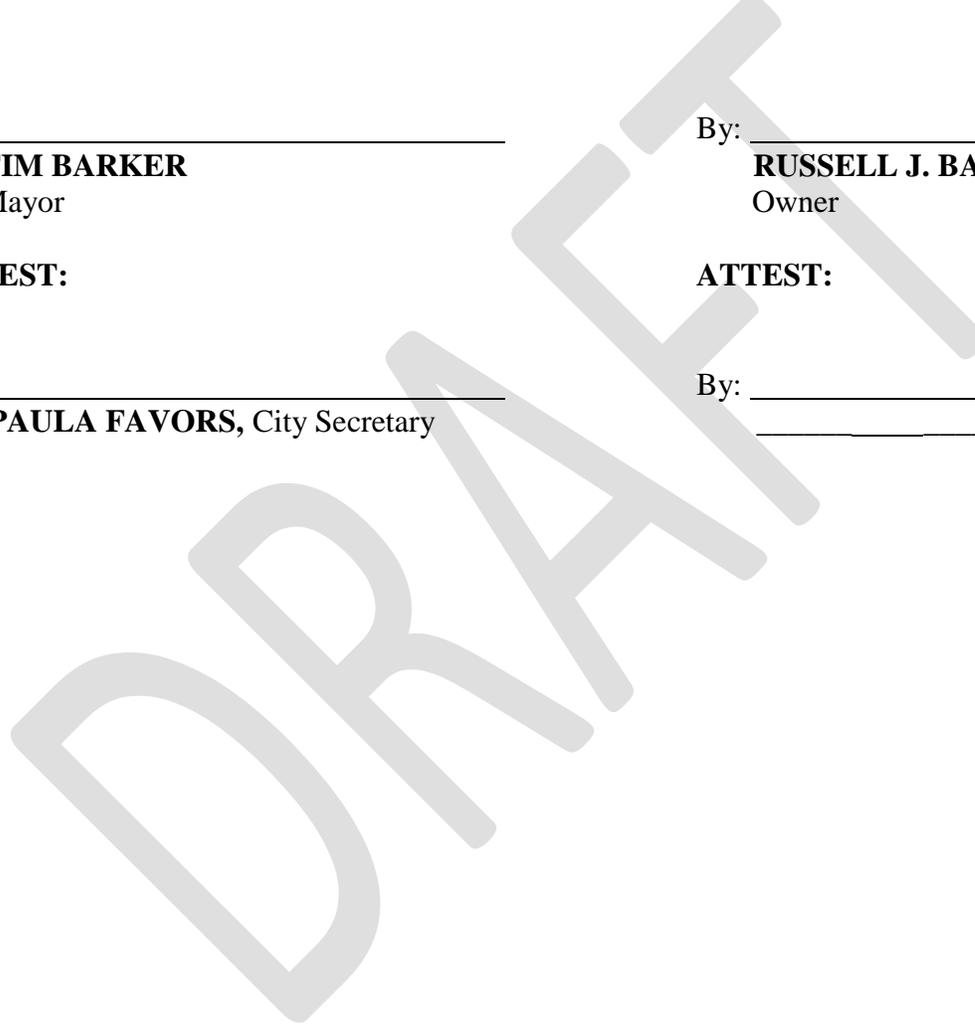
By: \_\_\_\_\_  
**RUSSELL J. BAIRD**  
Owner

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
**PAULA FAVORS, City Secretary**

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



*Acknowledgments*

**STATE OF TEXAS §**

**COUNTY OF WHARTON §**

**THIS INSTRUMENT** was acknowledged before me on \_\_\_\_\_, 2022,  
by Russell J. Baird, Owner.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**STATE OF TEXAS §**

**COUNTY OF WHARTON §**

**THIS INSTRUMENT** was acknowledged before me on \_\_\_\_\_, 2022,  
by Tim Barker, Mayor of the City of Wharton, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"

CITY OF WHARTON  
PROJECT SITE PLAN  
FOR CONSTRUCTION OF  
BAIRD SUBDIVISION  
WATERLINE EXTENSION PROJECT

DRAFT

EXHIBIT "B"

CITY OF WHARTON  
PRELIMINARY "PROJECT COST" ESTIMATE  
FOR CONSTRUCTION OF  
BAIRD SUBDIVISION  
WATERLINE EXTENSION PROJECT

DRAFT

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

**A RESOLUTION APPROVING A WATER UTILITY SERVICE AGREEMENT BETWEEN THE CITY OF WHARTON AND RUSSELL J. BAIRD FOR WATER LINE IMPROVEMENTS LOCATED AT BAIRD SUBDIVISION, BLOCK 1, LOTS 1, 2, 3, 4, 5 & 6, WHARTON, TEXAS, AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** The Wharton City Council wishes to enter into an agreement with Russell J. Baird for water improvements located at Baird Subdivision, Block, 1, Lots 1, 2, 3, 4, 5 & 6, Wharton, Texas; and,

**WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to said agreement; and,

**WHEREAS,** The City of Wharton and Russell J. Baird 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.** That the City Council of the City of Wharton hereby approves the agreement between the City of Wharton and Russell J. Baird for water improvements located at Baird Subdivision, Block 1, Lots 1, 2, 3, 4, 5 & 6, Wharton, Texas.

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

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

**Passed, Approved, and Adopted** this 11<sup>th</sup> day of July 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:	7/11/2022	Agenda Item:	Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 2, Administration, Article V, Division 2, Beautification City Commission, Section 2-122.
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The City of Wharton’s Beautification Commission is requesting the adoption and approval on revisions to the City of Wharton Code of Ordinances, Chapter 2, Article V, Division 2, Section 2-122-Membership as follows due to the dissolution of the Wharton Downtown Business Association:

- Section 2-122. Revising (a)

Attached is a draft of the ordinance with the proposed edits.

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

City Manager: Joseph R. Pace	Date: Thursday, July 7, 2022
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** July 6, 2022

**FROM:** Gwyneth Teves, Staff Liaison for the Beautification Commission

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

**SUBJECT:** Code of Ordinance Chapter 2, Article V, Division 2, Section 2-122. – Membership.

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The City of Wharton’s Beautification Commission is requesting the adoption and approval on revisions to the City of Wharton Code of Ordinances, Chapter 2, Article V, Division 2, Section 2-122. – Membership as follows due to the dissolution of the Wharton Downtown Business Association:

- Section 2-122. Revising (a)

Attached is a draft of the ordinance with the proposed edits.

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

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

**AN ORDINANCE AMENDING THE CITY OF WHARTON CODE OF ORDINANCES,  
CHAPTER 2, ADMINISTRATION, ARTICLE V, DIVISION 2, BEAUTIFICATION CITY  
COMMISSION, SECTION 2-122.**

**BE IT ORDAINED** by the City Council of the City of Wharton, Texas, that Chapter 2, Administration, Article V, Division 2, Beautification City Commission, Section 2-122 be amended to read as follows:

Sec. 2-122. - Membership.

- (a) The beautification city commission shall be comprised of seven members to be appointed by the city council and shall be residents of the city or shall have businesses in the city. ~~Two~~ One of the seven members of the commission shall be recommended for appointment to the city council by the Wharton Chamber of Commerce (one member) ~~and the Downtown Business Association (one member).~~
- (b) Members of the commission shall serve for two-year staggered terms.

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**Severability**

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

**Passage and Approval**

**PASSED AND APPROVED** by the City Council of the City of Wharton, Texas, on the 11<sup>th</sup> day of July 2022.

**CITY OF WHARTON, TEXAS**

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

City of Wharton  
Ordinance No. 2022-XX  
Page 2

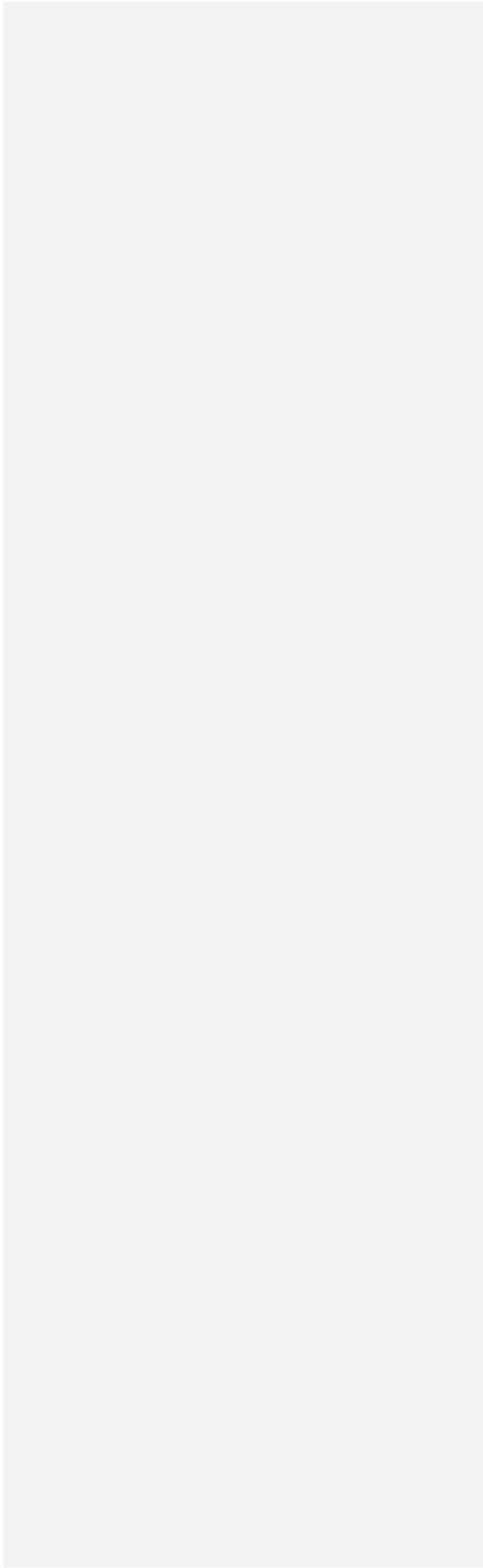
**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PAUL WEBB**  
City Attorney

DRAFT



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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/11/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council awarding a contract for the Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement City of Wharton American Rescue Plan Act - Federal Coronavirus Local Fiscal Recovery Fund (APA-CLFRF), TX1666 and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
<p>On June 30, 2022, proposals were received for the Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement.</p> <p>Proposals were received from three companies as follows:</p> <ol style="list-style-type: none"> <li>1. B-5 Construction Co.</li> <li>2. C3 Constructors, LLC</li> <li>3. Matula &amp; Matula Construction, Inc.</li> </ol> <p>Quiddity Engineering has reviewed the submitted proposals and has provided a recommendation of award. The recommendation is to award the contract to C3 Constructors, LLC in the amount of \$438,000.00 for the base bid and a substantial completion time of 330 calendar days.</p> <p>The recommendation and tabulation sheet are attached.</p> <p>Director of Planning &amp; Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 7, 2022	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** July 6, 2022

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

**TO:** Honorable Mayor and City Council

**SUBJECT:** 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

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On June 30<sup>th</sup>, 2022, proposals were received for the Construction of Wastewater Treatment Plant No. 1 Headworks Coarse Screen Replacement.

Proposals were received from 3 companies:

1. B-5 Construction Co.
2. C3 Constructors, LLC
3. Matula & Matula Construction, Inc.

Quiddity Engineering has reviewed the submitted proposals and has provided a recommendation of award. The recommendation is to award the contract to C3 Constructors, LLC in the amount of \$438,000.00 for the base bid and a substantial completion time of 330 calendar days. The recommendation and tabulation sheet are attached.

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



6330 West Loop South, Suite Item-4.  
Bellaire, Texas 77401  
Tel: 713.777.5337  
Fax: 713.777.5976  
[www.quiddity.com](http://www.quiddity.com)

July 6, 2022

The Honorable Tim Barker  
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 Mayor Barker:

We received bids for the above referenced contract in the City of Wharton City Hall on June 30, 2022, at 11:00 AM. Bids were publicly opened and read at that time.

Three (3) contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. After review of conformance with the bid requirements, we determined C3 Constructors, LLC to be the most advantageous bidder with a Base Bid in the amount of \$438,000.00.

We have worked with C3 Constructors, LLC in the past and find them to be an acceptable contractor. We recommend the referenced contract be awarded to C3 Constructors, LLC on the basis of their Base Bid of \$438,000.00 in junction with their substantial completion period of performance of 330 calendar days.

Sincerely,

A handwritten signature in blue ink, appearing to read "Samuel Franz Werner".

Samuel Franz Werner, P.E.

SFW/dme

"K:\05135\05135-0238-00 WWTP No. 1 Headworks Coarse Screen Repla\3 Construction Phase\Contract Documents\ROA\05135-0238-00 ROA.docx"  
Enclosure

		<b>BID TABULATION SHEET</b>			BIDS WERE RECEIVED IN THE OFFICE OF		
		Wastewater Treatment Plant No. 1 Coarse Screen Replacement			City of Wharton		
Public Bid		City of Wharton		Time:	11:00 AM		
		Job No. 05135-0238-00		Date:	6/30/2022		
		<b>BIDDERS</b>					
		C3 Constructors, LLC	B-5 Construction Co.	Matula & Matula Construction, Inc.			
Bid Security	✓	✓	✓				
Form 1295	✓	✓	X	*			
Calendar Days to Substantial Completion	330	365	280				
Total Base Bid	\$438,000.00	\$497,045.00	\$833,995.00				

\*\* Irregular Bid - 1295 not included

<b>OWNER: City of Wharton</b>		<b>BID NO. 1</b>		<b>BID NO. 2</b>		<b>BID NO. 3</b>	
<b>PROJECT: Wastewater Treatment Plant No. 1 Coarse Screen Replacement</b>		C3 Constructors, LLC 502 W. Montgomery #515 Willis, TX 77378 936-223-2610		B-5 Construction Co. PO Box 1488 Magnolia, TX 77355 281-356-3264		Matula & Matula Construction, Inc 122 West Way, Suite 325 Lake Jackson, TX 77566 979-480-0030	
<b>DATE: 6/30/2022</b>		<b>TIME: 11:00 AM</b>					
<b>ENGINEER: Quiddity</b>							
<b>JOB NO. : 05135-0238-00</b>							

ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	BASE BID								
1	Bonds, insurance, and permits for all work associated with base bid items. Complete as specified for the sum of:	LS	1.0	\$20,000.00	\$20,000.00	\$14,478.00	\$14,478.00	\$25,000.00	\$25,000.00
2	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:	LS	1.0	\$16,000.00	\$16,000.00	\$14,056.00	\$14,056.00	\$10,000.00	\$10,000.00
3	Construction of Wastewater Treatment Plant No. 1 Coarse Screen Replacement which includes demolition of the existing catenary screen and associated metal platform, screenings discharge chute, controls, and miscellaneous electrical; furnish and install one (1) catenary screen and fabricated screenings slide and associated electrical equipment, conduit, wire, and instrumentation, and saw cutting and pavement/curb repair; level mechanical screen channel floor; remove and replace one (1) channel slide gate; channel grating, grating supports, and railing improvements; expansion of the existing autodialer to add an alarm for the new headworks screen; and all else shown on the construction drawings and contract documents necessary to construct, complete tie-in, and make for a complete and operational system; restore site grading to original or better conditions, and seeding all areas within the plant site and all other adjacent areas disturbed during this construction. Complete as specified for the sum of:	LS	1.0	\$377,000.00	\$377,000.00	\$443,511.00	\$443,511.00	\$773,995.00	\$773,995.00

<b>OWNER: City of Wharton</b>				<b>BID NO. 1</b>		<b>BID NO. 2</b>		<b>BID NO. 3</b>	
<b>PROJECT: Wastewater Treatment Plant No. 1 Coarse Screen Replacement</b>				C3 Constructors, LLC		B-5 Construction Co.		Matula & Matula Construction, Inc	
<b>DATE: 6/30/2022</b>				502 W. Montgomery #515		PO Box 1488		122 West Way, Suite 325	
<b>ENGINEER: Quiddity</b>				Willis, TX 77378		Magnolia, TX 77355		Lake Jackson, TX 77566	
<b>JOB NO. : 05135-0238-00</b>				936-223-2610		281-356-3264		979-480-0030	
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PLAN QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
4	Allowance to modify the proposed improvements as described in the contract documents due to unforeseen conditions not determinable at the time of bidding, complete as specified and approved by the Engineer and Owner on an as needed basis for the sum of:	LS	1.0	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
					\$438,000.00		\$497,045.00		\$833,995.00

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

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

**WHEREAS,** Proposals were received for the 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, on June 30, 2022; and,

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

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

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

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

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

**Section I.** The Wharton City Council hereby authorizes the Mayor to execute the 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 contract.

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

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

**Passed, Approved, and Adopted** this 11<sup>th</sup> day of July 2022.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

DRAFT

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/11/2022	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>
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.  <b><u>Appointments:</u></b> None. <b><u>Resignations:</u></b> None. <b><u>Vacancies:</u></b> <ol style="list-style-type: none"> <li>1. Beautification Commission.</li> <li>2. Building Standards Commission.</li> <li>3. Plumbing and Mechanical Board.</li> </ol>			
City Manager: Joseph R. Pace		Date: Thursday, July 7, 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	
Vacant	June 30, 2024	
Rachel Roberson	June 30, 2024	
Stephanie Konvicka	June 30, 2023	
Adrayelle 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 Poler, 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
Vacant	June 30, 2024

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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, 2022
David Schroeder	September 30, 2022
Freddie Pekar	September 30, 2022
Clifford Jackson (Councilmember)	September 30, 2022
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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**TELECOMMUNICATONS 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 COMITTEE**


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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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/11/2022	Agenda Item:	City Council may adjourn into an Executive Session in accordance with Sections 551.074 of the Local Government Code, Revised Civil Statutes of Texas. Final action, decision or vote, if any with regard to any matter considered in Executive Session shall be made in Open Meeting. Discussion: A. City Managers Evaluation.
City Manager: Joseph R. Pace		Date: Thursday, July 7, 2022	
Approval: 			
Mayor: Tim Barker			

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

# CITY COUNCIL COMMUNICATION

Meeting Date:	7/11/2022	Agenda Item:	Action on items discussed in Executive Session: A. City Managers Evaluation.
City Manager: Joseph R. Pace		Date: Thursday, July 7, 2022	
Approval: 			
Mayor: Tim Barker			