



**CITY OF WHARTON
CITY COUNCIL REGULAR MEETING**

**Monday, September 12, 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, September 12, 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 8th day of September 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 September 8, 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. **BRILLE IS NOT AVAILABLE.**

Dated this 8th day of September 2022.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
City Council Regular Meeting
Monday, September 12, 2022
City Hall - 7:00 PM

Call to Order –Opening Devotion –Pledge of Allegiance.

Roll Call and Excused Absences.

Public Comments.

Wharton Moment.

Public Hearing

1. Public Hearing #1: Proposed Annexation.
2. Proposed Budget for the City of Wharton, Texas Fiscal Year October 1, 2022 to September 30, 2023.

Review and Consider:

1. Action on changes to the Proposed Budget for the City of Wharton, Texas Fiscal Year October 1, 2022 to September 30, 2023.
2. Reading of the minutes from the regular meetings held August 8, 2022 and August 22, 2022 and special meeting held August 9, 2022.
3. Resolution: A resolution of the Wharton City Council approving a written service agreement with the property owners of W.A. Harrison Agriculture Ltd. for the provision of services under Local Government Code 43.0672; and authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.
4. Ordinance: An ordinance annexing the hereinafter described territory, owned by W. A. Harrison Agriculture, Ltd., Wharton County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City, and adopting a service plan.
5. Request from the Monterey Square Business Association for the following for the Monterey Square Wine and Arts Fair on October 8, 2022:
 - A. Close Fulton Street between Burleson Street and Milam Street as well as close Houston Street between Burleson Street and Hawes Street from 2:00 p.m. until 10:00 p.m. on Saturday, October 8, 2022.
 - B. Provide six (6) generator lights for safety for the fair location and Guffey Park parking area.

- C. Allow open containers for the alcohol on City property on the exterior sides of the Monterey Square and approximately two adjoining blocks to include all participating businesses.
- D. Waive all local permits and fees.
- E. Provide trash cans and bags.

6. Request by Mr. Ron Sanders, Executive Director of the Wharton Chamber of Commerce & Agriculture, for City of Wharton assistance by approving the following for the Party Under the Bridge to be held Thursday, October 20, 2022:

- 1. Closing to traffic from 4:00 p.m. to 8:00 p.m. a portion of Elm Street from Dinosaur Park to underneath the southbound lane of Business 59 and ending near the intersection with Polk Street.
- 2. Closing to traffic from 4:00 p.m. to 8:00 p.m. the Dinosaur Park parking lot and access roads.
- 3. Closing to traffic a portion of West Colorado Street from North Richmond Road southward to the end of Dinosaur Park.
- 4. Traffic control as needed, including for the route of a children's train.
- 5. Access to electrical power in close proximity as possible to the entrance to the park at Colorado Street.
- 6. Trash cans, and if possible, clean up assistance.
- 7. Request for mosquito spraying and fire ant treatment.
- 8. Allow open containers within the confines of the event area coordinated with the Wharton Police Department.
- 9. Labor and logistics to pick up, set up and return tables and chairs.
- 10. Picking up, setting up, operating, and returning two (2) generator light plants that the Chamber will rent.
- 11. Waive all fees.

7. Resolution: A resolution of the Wharton City Council approving an amended contract between the City of Wharton and Wharton County for Emergency Medical Services for Ambulance Transports and authorizing the Mayor of the City of Wharton to execute all documents relating to said contract.

8. Resolution: A resolution of the Wharton City Council approving the purchase of a Contraband Team Inspection Kit for the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said purchase.

9. Resolution: A resolution of the Wharton City Council approving a Professional Engineering Services Contract with Quiddity Engineering, LLC, for the Valhalla Water Well Rehabilitation 2022 and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.

10. Wharton County Emergency Services District No. 3:

A. Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for Emergency Medical Services between the City of Wharton and the

Wharton County Emergency Services District (ESD) No. 3 and authorizing the Mayor of the City of Wharton to execute the agreement.

B. Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for Administrative Services between the City of Wharton and the Wharton County Emergency Services District (ESD) No. 3 and authorizing the Mayor of the City of Wharton to execute the agreement.

11. Contract Agreements with the Texas Municipal League Health Benefits Pool (TML Health Benefits Pool):

A. Resolution: A resolution of the Wharton City Council approving participation of Coverage with The Standard Insurance Company through the Texas Municipal League Health Benefits Pool (TML) Health Benefits Pool for long-term disability, life, accidental death and dismemberment for City employees; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.

B. Resolution: A resolution of the Wharton City Council approving the TML Health Benefits Pool Flexible Spending Arrangement Service Agreement (FSA) a Section 125 Flexible Spending Arrangement (FSA) for the Flexible Spending benefits under Section 125 of the Internal Revenue Code of City Employees; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.

C. Resolution: A resolution of the Wharton City Council approving the Texas Municipal League (TML) Health Benefits Pool COBRA Continuation of Coverage Administrative Agreement and; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.

12. Resolution: A resolution of the Wharton City Council approving Change Order No. 7 for cost increase due to the addition of a CenterPoint Transformer Pad and crane placement with E- Contractors for the Wharton Well and Water Plant Project and authorizing the Mayor to execute all documents related to said change order.

13. Resolution: A resolution of the Wharton City Council ratifying and approving Change Order # 1 for application #GLO17-04494-P and Change Order # 1 for application #GLO17-04579-P pertaining to the Community Development Block Grant Program (CDBG-DR) Contract Number 19-076-050-B703.

14. Pay Request No. 4 from Aranda Industries for the Colorado River Flood Control Public Utility Abandonment Hughes Street.

15. Official Ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.

16. Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees:


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

17. City Council Boards, Commissions and Committee Reports:
A. Finance Committee meeting held August 22, 2022.

Adjournment.


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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Public Hearing #1: Proposed Annexation.
<p>Proposed annexation of a certain properties owned by the City of Wharton listed below:</p> <ol style="list-style-type: none"> 1. 0.420 acre tract of land, located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167 acre tract as recorded in Volume 1000, Page 476 of the Deed Records of Wharton County, Texas. <p>This will be the only Public Hearing required to annex the property as requested by W. A. Harrison Agriculture Ltd.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Proposed Budget for the City of Wharton, Texas Fiscal Year October 1, 2022 to September 30, 2023.
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			


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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Action on changes to the Proposed Budget for the City of Wharton, Texas Fiscal Year October 1, 2022 to September 30, 2023.
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During the August 22, 2022, Regular City Council meeting you received under separate cover a copy of the Proposed Budget for the City of Wharton, Texas, Fiscal Year October 1, 2022 to September 30, 2023.

This item will allow the City Council to direct the City Staff to make any changes to the Proposed Budget prior to the formal adoption, which is scheduled for September 26, 2022.


City Manager: Joseph R. Pace	Date: Thursday, September 8, 2022
Approval: 	
Mayor: Tim Barker	

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Reading of the minutes from the regular meetings held August 8, 2022 and August 22, 2022 and special meeting held August 9, 2022.
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Attached you will find the draft minutes from the regular meetings held August 8, 2022 and August 22, 2022 and special meeting held August 9, 2022.

City Manager: Joseph R. Pace	Date: Thursday, September 8, 2022
Approval: 	
Mayor: Tim Barker	

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL MEETING
AUGUST 8, 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, Terry Freese; Clifford Jackson; Russell Machann; Don Mueller, Larry Pittman and Steve Schneider.

Councilmember absent was: None.

Staff members present were: City Manager, Joseph R. Pace, via Zoom; City Attorney, Paul Webb; Finance Director, Joan Anandel; City Secretary, Paula Favors, TRMC, CPM, MMC; Assistant to the City Manager, Brandi Jimenez; Director of Planning and Development, Gwyn Teves; and Police Sergeant, Stephen Jimenez and Patrol Officer, Justin Shimek.

Visitors present were: Ken Schott, with Waterstone Development; Russ Baird; and Joe Southern with the Wharton Journal Spectator.

Roll Call and Excused Absences.

All Councilmembers were present.

Wharton Moment.

No comments were made.

Public Comments.

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

Public Hearing

1. Public Hearing: Creation of Public Improvement District (PID).

Mayor, Tim Barker, opened the Public Hearing at 7:08 p.m.

Mr. Ken Schott, with Waterstone Development, stated that he was wishing to create a Public Improvement District (PID) for a housing development. He said that the PID would not obligate the City to anything until a development agreement was approved by the City Council. After some discussion, no action was taken and the Public Hearing remained open.

The first item on the agenda was to review and consider the Wharton Public Improvement District No. 1:

- A. Resolution: Resolution creating the Wharton Public Improvement District No. 1 in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date.
- B. Authorize the City Secretary to file the Resolution Establishing Wharton Public Improvement District No. 1 with the County Clerk of Wharton County.

After some discussion, no action was taken.

The second item on the agenda was to review and consider the reading of the minutes from the regular meetings held June 13, 2022; June 27, 2022; July 11, 2022 and July 25, 2022 and special meetings held June 21, 2022 and July 18, 2022. After some discussion, Councilmember, Clifford Jackson, moved to approve the reading of the minutes from the regular meetings held June 13, 2022; June 27, 2022; July 11, 2022 and July 25, 2022 and special meetings held June 21, 2022 and July 18, 2022. Councilmember, Steve Schneider, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a request from Mr. A. Judd Harrison, Turtle Creek Village Section II, Lot Reserve, Lots 5, 6, 7, Lots 4 - 39, Lots 56 – 100 to vacate the subdivision plat recorded on February 13, 1973, due to lack of development. Director of Planning & Development, Gwyn Teves, presented a copy of the request from Mr. A. Judd Harrison, Turtle Creek Village Section II, Lot Reserve, Lots 5, 6, 7, Lots 4 - 39, Lots 56 – 100 to vacate the subdivision plat recorded on February 13, 1973, due to lack of development. Mrs. Teves stated the Planning Commission met on August 1, 2022, and voted to recommend this item to the City Council for consideration. After some discussion, Councilmember, Russell Machann, moved to approve the request from Mr. A. Judd Harrison, Turtle Creek Village Section II, Lot Reserve, Lots 5, 6, 7, Lots 4 - 39, Lots 56 – 100 to vacate the subdivision plat recorded on February 13, 1973, due to lack of development. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a request by W. A. Harrison Agriculture Ltd. for voluntary annexation of a 20' easement. Director of Planning and Development, Gwyn Teves, stated the City Staff had received a Petition Requesting Annexation from W. A. Harrison Agriculture Ltd. for a 20' easement to extend the City Limits on their property. Mrs. Teves said the property was described as a called 0.420-acre tract of land, located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167-acre tract as recorded in Volume 1000, Page 476 of the Deed Records of Wharton County, Texas. She presented a copy of the request for annexation, survey, and metes & bounds description. After some discussion, Councilmember, Terry Freese, moved to approve the request by W. A. Harrison Agriculture Ltd. for voluntary annexation of a 20' easement. Councilmember, Russell Machann, 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 submitting an application for the Wharton Regional Airport to the Texas Department of Transportation Airport Coronavirus Response Grant Program in the amount of \$13,000.00 and authorizing the Mayor of the City of Wharton to execute all documents related to such application. Finance Director, Joan Anel, stated the State of Texas, acting through the Texas Department of Transportation (TxDOT), had been working with the Federal Aviation Administration (FAA) to implement the Airport Coronavirus Response Grant Program (ACRGP) which was approved by Congress in the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA), on December 27, 2020. Mrs. Anel said TxDOT had awarded grant funds to eligible Texas airports to prevent, prepare for, and respond to the coronavirus disease 2019 pandemic. She said the maximum amount available to the Wharton Regional Airport under the provisions of the Airport Coronavirus Response Grant Program was \$13,000.00 and the Wharton Regional Airport would like to submit an application for these funds through the Wharton City Council. After some discussion, Russell Machann, moved to approve City of Wharton Resolution No. 2022-79, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2022-79**

A RESOLUTION OF THE WHARTON CITY COUNCIL SUBMITTING AN APPLICATION FOR THE WHARTON REGIONAL AIRPORT TO THE TEXAS DEPARTMENT OF TRANSPORTATION AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM IN THE AMOUNT OF \$13,000.00 AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SUCH APPLICATION.

WHEREAS, The City of Wharton City Council wishes to submit an application for the Wharton Regional Airport for funding from the Texas Department of Transportation Airport Coronavirus Response Grant Program in the amount of \$13,000.00; and,

WHEREAS, The Wharton City Council hereby accepts the Grant Agreement terms and conditions; and,

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

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

SECTION I. The Wharton City Council hereby submits an application for the Wharton Regional Airport to the Texas Department of Transportation Airport Coronavirus Response Grant Program in the amount of \$13,000.00.

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

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

PASSED, APPROVED, and ADOPTED this 8th day of August 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 sixth item on the agenda was to review and consider a resolution a resolution of the Wharton City Council authorizing and approving Change Order No. 4 with Arandas Industries for the Wharton Colorado River Flood Control Public Utility Abandonment – Hughes Street and authorizing the Mayor to execute all documents related to said Change Order. Director of Planning & Development, Gwyn Teves, presented a copy of the Wharton Colorado River Flood Control Public Utility Abandonment-Hughes Street - Change Order No. 4 from Arandas Industries for the addition of a line stop and valve to isolate the line for future repairs. Mrs. Teves also presented a copy of the change order. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2022-75, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2022-75**

A RESOLUTION OF THE WHARTON CITY COUNCIL ACCEPTING THE FUNDING FROM THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) FUND AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AWARD.

WHEREAS, The City of Wharton City Council wishes to accept the funding from the Texas Community Development Block Grant Mitigation (CDBG-MIT) Fund; and,

WHEREAS, The Wharton City Council hereby approves the execution of the acceptance and participation; and,

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

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

SECTION I. The Wharton City Council hereby approves the acceptance of the funding from the Texas Community Development Block Grant Mitigation (CDBG-MIT) Fund.

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

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

PASSED, APPROVED, and ADOPTED this 25th day of July 2022.

CITY OF WHARTON, TEXAS

By: _____
DON MUELLER
Mayor Pro-Tem

ATTEST:

PAULA FAVORS
City Secretary

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

The seventh item on the agenda was City Council Boards, Commissions and Committee Reports:

- A. Finance Committee meeting held July 25, 2022.

After some discussion, no action was taken.

The eighth 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.

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 7:15 p.m.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

DRAFT

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL REGULAR MEETING
AUGUST 22, 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; Assistant City Attorney, Amy Rod; 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; Detective, Ariel Soltura; Patrol Sgt., Stephen Jimenez; Patrol Officer, Justin Shimeck and Public Works Director, Anthony Arcidiacono.

Visitors present were: Kodi Kieler, President of the Wharton County Farmer's Market; Cori Staudacher, Vice-President of the Wharton County Farmer's Market; Adraylle Watson; Ken Schott with Waterstone Development Group 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 Public Works Department received delivery of a new vacuum truck that would help the department better handle sewer cleanout issues in a timely manner.

Public Hearing:

1. Public Hearing: Creation of Public Improvement District (PID).

Mayor, Tim Barker, called for comments on the Public Hearing. No comments were given. Mayor Barker closed the hearing at 7:01 p.m.

Review and Consider:

The first item on the agenda was to review and consider Wharton Public Improvement District No. 1:

- A. Resolution: Resolution creating the Wharton Public Improvement District No. 1 in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date.
- B. Authorize the City Secretary to file the Resolution Establishing Wharton Public Improvement District No. 1 with the County Clerk of Wharton County.

City Manager, Joseph R. Pace, presented a draft copy of a resolution creating the Wharton Public Improvement District No. 1 from Mr. Ken Schott of Waterstone Development Group. After some discussion, Councilmember, Russell Machann, moved to approve authorizing the City Manager to begin negotiations with Waterstone Development Group on a development agreement, authorizing the City Secretary to file the Resolution Establishing Wharton Public Improvement District No. 1 with the County Clerk of Wharton County, and City of Wharton Resolution No. 2022-81, which read as follows:

**CITY OF WHARTON, TEXAS
RESOLUTION NO. 2022-81**

**RESOLUTION CREATING THE WHARTON PUBLIC IMPROVEMENT
DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS
LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Wharton, Texas (the "City"), is authorized by Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within its corporate limits and extraterritorial jurisdiction; and,

WHEREAS, on July 14, 2022, Raymond C. Harrison Sr. Properties FLP, a Texas limited partnership (the "Petitioner") submitted and filed with the City Secretary for the City a petition (the "Petition") requesting the establishment of Wharton Public Improvement District No. 1 (the "District"), which is located within the extraterritorial jurisdiction of the City of Wharton, Texas and more particularly described by the metes and bounds in Exhibits A and B (the "Property"), attached hereto and incorporated herein for all purposes; and,

WHEREAS, the City Council of the City (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and,

WHEREAS, after publishing notice in the *Wharton Journal-Spectator*, a newspaper of general circulation of Wharton County and the extraterritorial jurisdiction of the City of Wharton, Texas, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council opened a public hearing on the advisability of the improvements on August 8, 2022, the published date, and continued it until the next City Council meeting, and was again opened on August 22, 2022 and closed on such date; and,

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

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006 and 372.009, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on August 8, 2022, hereby finds and declares:

- a) **Advisability of the Authorized Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- b) **General Nature of Authorized Improvements.** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are those permitted by the Act including, without limitation, any or all of the following to the extent permitted by the Act: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility construction and relocation, signalization, landscaping, lighting, signage, entry monumentation, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, artwork, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to water, wastewater and drainage (including detention); (v) acquisition, by purchase or otherwise, of real property in connection with any Authorized Improvement; (vi) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (v) above authorized by the Act, including off-site projects that provide a benefit to the Property; (vii) special supplemental services for improvement and promotion of the District that are allowed or permitted under the Act, including services

relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (viii) payment of costs associated with establishment, administration, and operation of the District and those related to operating and maintaining the Authorized Improvements; and (x) payment of costs associated with developing and financing the Authorized Improvements, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

- c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$36,000,000.00.
- d) Boundaries of the District. The District is proposed to include the contiguous Property comprising approximately 31.294 acres as stated in Exhibit A and 101.536 acres as stated in Exhibit B attached and made a part hereof.
- e) Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal).
- f) Apportionment of Costs Between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvement, other than from assessments levied against the Property within the District.
- g) Management of the District. The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- h) Advisory Board. The District shall be established managed without the creation of an advisory body.

Section 4. The Wharton Public Improvement District No. 1 is hereby authorized and created as a public improvement district under the Act and in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the general nature of the Authorized Improvements, the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, the apportionment of costs as described herein, the management of the District and the advisory board; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Not later than the seventh date the City adopts this Resolution, the City Secretary shall file a copy of this Resolution with the County Clerk of Wharton County, Texas.

Section 6. This Resolution shall take effect immediately from and after its passage and filing as required by law.

PASSED, APPROVED AND ADOPTED on this 22th day of August, 2022.

CITY OF WHARTON, TEXAS

By: _____
Tim Barker, Mayor

ATTEST:

Paula Favors, City Secretary

Councilmember, Don Muller, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider City Manager’s submission of the City of Wharton, Texas, Proposed Budget for the Fiscal Year October 1, 2022-September 30, 2023. Finance Director, Joan Andel, stated that on or about, Friday, August 19, 2022, she filed with City Secretary, Paula Favors, the City of Wharton Fiscal Year October 1, 2022 to September 30, 2023 Proposed Budget as required by State Law. Mrs. Andel said that under separate cover, on Monday, August 22, 2022, she presented a copy of the Proposed City Budget as required by Article VI-Section 51 of the City’s Charter. After some discussion, no action was taken.

The third item on the agenda was to review and consider setting a Public Hearing date for the City of Wharton, Texas, Proposed Budget for the Fiscal Year October 1, 2022-September 30, 2023. Finance Director, Joan Andel, stated that under Article VI, Section 53 of the City of Wharton Charter the City Council shall set a time and place for a Public Hearing. Mrs. Andel said that if the date was approved by the City Council, the City Staff would publish the Notice of Public Hearing on Wednesday, August 31, 2022, in the Wharton Journal Spectator. She said that it was the staff recommendation the Public Hearing be set for the September 12, 2022, Regular City Council meeting. After some discussion, Councilmember, Steve Schneider, made the motion to set the Public Hearing date for the City of Wharton, Texas, Proposed Budget for the Fiscal Year October 1, 2022-September 30, 2023 for September 12, 2022. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a resolution of the Wharton City Council adopting a Proposed Property Tax Rate for the City of Wharton October 1, 2022-September 30, 2023 Fiscal Year Budget as required by state law. Finance Director, Joan Andel, presented a copy of the 2022 Tax Rate Calculation Worksheet which was prepared listing the applicable tax rates to be used in consideration of setting the tax rate. Mrs. Andel stated the State required the City Council to adopt a proposed rate and the Proposed Budget was based on the Voter-Approval Tax Rate of \$0.41761. After some discussion, Councilmember, Don Mueller, moved to approve City of Wharton Resolution No. 2022-82, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2022-82**

A RESOLUTION OF THE WHARTON CITY COUNCIL ADOPTING A PROPOSED PROPERTY TAX RATE FOR THE CITY OF WHARTON OCTOBER 1, 2022-SEPTEMBER 30, 2023 FISCAL YEAR BUDGET AS REQUIRED BY STATE LAW.

WHEREAS, The State of Texas Property Tax Code requires the City Council to approve a tax rate prior to setting a final tax rate; and,

WHEREAS, The Wharton City Council wishes to adopt a proposed tax rate prior to setting a final rate; and,

WHEREAS, The City Manager of the City of Wharton has submitted to the City Council a Proposed Budget for the October 1, 2022-September 30, 2023 Fiscal Year.

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 wishes to adopt the proposed tax rate as follows:

1. Voter Approval Tax Rate- \$0.41761.

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

Passed, Approved, and Adopted this 22nd day of August 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 fifth item on the agenda was to review and consider an ordinance amending the City of Wharton Code of Ordinances, Chapter 86, Sections 86-15, 86-16, 86-17, and 86-21, Utilities and Services, Article I in General; Providing that a violation of the ordinance or any part of the Code

as adopted hereby shall constitute a penalty upon conviction of a fine; Providing a savings clause and revoking all ordinances or parts of ordinances in conflict herewith only to the extent same are in conflict herewith otherwise provided herein. Finance Director, Joan Anandel, presented a copy of the memorandum dated August 15, 2022, from her regarding the proposed increase in utility rates for customers to be effective October 1, 2022. Mrs. Anandel stated that as discussed in the City Council Budget Workshop on August 9, 2022, the Proposed Budget includes a 10% increase in water and sewer rates. After some discussion, Councilmember, Clifford Jackson, moved to approve City of Wharton Ordinance No. 2022-11, which read as follows:

**CITY OF WHARTON
ORDINANCE NO. 2022-11**

AN ORDINANCE AMENDING THE CITY OF WHARTON CODE OF ORDINANCES, CHAPTER 86, SECTIONS 86-15, 86-16, 86-17 AND 86-21, UTILITIES AND SERVICES, ARTICLE I IN GENERAL; PROVIDING THAT A VIOLATION OF THE ORDINANCE OR ANY PART OF THE CODE AS ADOPTED HEREBY SHALL CONSTITUTE A PENALTY UPON CONVICTION OF A FINE; PROVIDING A SAVINGS CLAUSE AND REVOKING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH ONLY TO THE EXTENT SAME ARE IN CONFLICT HEREWITH OTHERWISE PROVIDED HEREIN.

BE IT ORDAINED by the City Council of the City of Wharton, Texas that Chapter 86, Utilities and Services, Article I in General; Sections 86-15, 86-16, 86-17 and 86-21 be amended by the following:

Section I. Amendment

The Code of Ordinances of the City of Wharton, Texas, Chapter 86 Utilities and Services is hereby amended to be enforced by the City of Wharton as follows:

Sec. 86-15. - Water and sewer tap charges, deposits, administrative penalties, and other charges.

Water and sewer tap charges, deposits, administrative penalties, and other charges shall be as follows:

(1) *Water*. Standard water tap fees for customers inside the city limits and outside the city limits are as follows:

	Size of Tap	Cost of Service

a.	¾-inch T-off	\$345.20
b.	¾-inch	\$690.36
c.	1-inch	\$907.34 + cost of meter
d.	1½-inch	\$1,361.00 + cost of meter
e.	2-inch	\$1,814.51 + cost of meter

(2) *Sewer.* Standard sewer tap fees for customers inside the city limits and outside the city limits are as follows:

	Size of Tap	Cost of Service
a.	4-inch	\$690.36
b.	6-inch	\$1,134.00

Sec. 86-16. - Water service charges.

(a) The monthly charges for water service rendered by the city shall be as follows:

Volume Charges:

First 2,000 gallons (minimum)... \$31.36
 Next 2,000 gallons, per 1,000... \$5.96
 Next 3,000 gallons, per 1,000... \$6.16

Next 4,000 gallons, per 1,000...	\$6.40
Next 4,000 gallons, per 1,000...	\$6.82
Next 35,000 gallons, per 1,000...	\$7.22
Next 50,000 gallons, per 1,000...	\$7.48
Next 50,000 gallons, per 1,000...	\$8.04
Next 50,000 gallons, per 1,000...	\$8.54

(b) Customers requesting temporary water services (seven-day increments) can apply for a temporary water rate based on the following:

Volume Charges:

First 8,000 gallons for seven days...	\$72.45
Over 8,000 gallons, per 1,000...	\$6.62

Sec. 86-17. - Sewer service charges.

(a) The monthly charges for sanitary sewer services rendered by the city shall be as follows:

Volume Charges:

First 2,000 gallons (minimum)...	\$33.69
Next 2,000 gallons, per 1,000...	\$5.24
Next 3,000 gallons, per 1,000...	\$6.40
Next 4,000 gallons, per 1,000...	\$7.11
Next 4,000 gallons, per 1,000...	\$7.62
Next 35,000 gallons, per 1,000...	\$8.39
Next 50,000 gallons, per 1,000...	\$8.98
Next 50,000 gallons, per 1,000...	\$9.50
Next 50,000 gallons, per 1,000...	\$10.20

Sec. 86-21. - Bulk water rates.

(a) Bulk sales through fire hydrant water meters temporarily installed at locations remote from the Wharton Volunteer Fire Department on Fulton Street will require the following:

- (1) Advance, nonrefundable payment of \$50.00 to the City of Wharton at City Hall for setting the meter connection at the fire hydrant or other appropriate locations as the city may determine; and
- (2) Payment of bulk sales rate of \$120.74 per month for the first 1,000 gallons of water dispensed, or any fraction thereof: \$48.31 per month per 1,000 gallons dispensed, or any fraction thereof, beyond the initial 1,000 gallons dispensed; and
- (3) Advance, refundable fire hydrant meter deposit payment of \$200.00 to the City of Wharton at City Hall.

- (b) Bulk sales through permanently installed water meter dispensation point at the Wharton Volunteer Fire Department on Fulton Street will require the following:
- (1) No requirement for payment of meter setting fee; and,
 - (2) Payment of bulk sales rate of \$120.74 for the first 1,000 gallons of water dispensed, or any fraction thereof; \$48.31 per 1,000 gallons dispensed, or any fraction thereof, beyond the initial 1,000 gallons dispensed; and,
 - (3) No requirement for payment of the \$200.00 fire hydrant meter deposit, however each water dispensation transaction authorized under this section must be prepaid to the City of Wharton at City Hall where a one-day dispensation voucher will be issued for presentation to the water plant operator to authorize a one-day dispensation of a not to exceed amount of water in gallons. The one-day dispensation voucher identifying the cumulative number of gallons purchased will allow for scheduled multiple withdrawals of water, but only during the same City of Wharton working day upon which initial dispensation commences.

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 a separate, distinct, and independent provision, and any such ruling shall not affect the validity of the remaining portions hereof.

Penalties and Fines

Any person knowingly or recklessly found violating and are convicted of a violation of this ordinance shall be fined in an amount not to exceed \$2,000.00. Each day or fraction of a day during which this ordinance or any part thereof is violated shall be deemed a separate offense and punishable as such.

Effective Date

This ordinance shall be effective on the 1st day of October 2022 at 12:01 a.m.

Passage and Approval

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, this 22nd day of August 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

APPROVED AS:

PAUL WEBB
City Attorney

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

The sixth item on the agenda was to review and consider Green for Life (GFL), formerly Waste Corporation of America (WCA), Rate Modification to the Solid Waste Collection and Disposal Service Franchise Agreement:

- A. Resolution: A resolution of the Wharton City Council approving Amendment No. 3 to the Franchise Agreement for Solid Waste Collection Services with formerly Waste Corporation of America, presently Green for Life dated October 1, 2018 and authorizing the Mayor of the City of Wharton to execute said agreement.
- B. Ordinance: An ordinance repealing and replacing the City of Wharton Code of Ordinances, Chapter 86 Utilities and Services, Article III, Solid Waste Disposal Exhibit A, providing that a violation of the ordinance or any part of the Code as adopted hereby shall constitute a penalty upon conviction of a fine and setting an effective date.

Finance Director, Joan Anandel, presented a copy of the memorandum dated August 17, 2022, from her providing a copy of the letter dated August 11, 2022, from Mr. David Selesky of Green for Life (GFL), regarding their rate modification regarding to the Solid Waste Collection and Disposal Service Franchise between the City of Wharton and GFL. Mrs. Anandel stated GFL may request rate modifications in accordance with Section 14.00, Basis and Methods of Payment, Item 14.02 Modification of Rates of the General Specifications of the Franchise Agreement. She said Mr. Selesky stated in the letter, the rate increase was 5.0% in accordance with the price index mentioned in the City's franchise agreement with GFL. Mrs. Anandel said that at the Budget Workshop on August 9, 2022, the City Staff proposed a five (5) % increase but this was prior to receiving this request and City Staff was now requesting a total solid waste increase of seven (7) %. She said the Finance Committee met on August 22, 2022, and were recommending the City Council consider approving the request. After some discussion, Councilmember, Clifford Jackson, moved to approve City of Wharton Resolution No. 2022-83 and City of Wharton Ordinance No. 2022-12, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2022-83**

A RESOLUTION OF THE WHARTON CITY COUNCIL AMENDMENT NO. 3 TO THE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICES WITH GREEN FOR LIFE (GFL) AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

WHEREAS, On August 26, 2019, the Wharton City Council approved Resolution No. 2019-92 approving the franchise agreement between the City of Wharton and formerly Waste Corporation of America, presently Green for Life (GFL) to be effective October 1, 2019; and,

WHEREAS, The Wharton City Council wishes to amend Exhibit “A” of the Franchise Agreement to reflect the increase in rates as set forth in Section 14.02 Modification of Rates of the contract; and,

WHEREAS, GFL and the City of Wharton wishes to be bound by the conditions outlined 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; and,

WHEREAS, That this resolution is passed in accordance with said contract.

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

Section I. That the Wharton City Council hereby approves to amend Exhibit “A” of the Franchise Agreement between the City of Wharton and Green for Life.

Section II. That the Wharton City Council hereby establishes the rates outlined in the Exhibit “A” of the Agreement.

Section III. That the effective date of the Exhibit “A” will be the 1st day of October 2022.

Section IV. That the Mayor of the City of Wharton is hereby authorized to execute the Agreement Amendment.

Passed, Approved, and Adopted this 22nd day of August 2022.

CITY OF WHARTON, TEXAS

By: _____

TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

**CITY OF WHARTON
ORDINANCE NO. 2022-12**

AN ORDINANCE REPEALING AND REPLACING THE CITY OF WHARTON CODE OF ORDINANCES, CHAPTER 86 UTILITIES & SERVICE, ARTICLE III, SOLID WASTE DISPOSAL EXHIBIT A; PROVIDING THAT A VIOLATION OF THE ORDINANCE OR ANY PART OF THE CODE AS ADOPTED HEREBY SHALL CONSTITUTE A PENALTY UPON CONVICTION OF A FINE AND SETTING AN EFFECTIVE DATE.

BE IT ORDAINED by the City Council of the City of Wharton, Texas, that Chapter 86 Utilities & Service, Article III Solid Waste Disposal Exhibit A shall be replaced as follows:

**SCHEDULE “A”
Base Rates**

Monthly Residential Waste Collection
\$26.61 per Residential Unit which includes a \$3.00 per month fee.

Monthly Commercial Hand Collection
\$34.31 per Commercial Unit which includes a \$3.50 per month fee.

Container Service (per month) includes a \$3.50 fee

2 yd 1xwk	\$74.38
2xwk	\$133.93
3xwk	\$172.26
4xwk	\$238.28
5xwk	\$296.99
Additional Pick-up	\$81.22
3yd 1xwk	\$109.83
2xwk	\$197.73
3xwk	\$264.58
4xwk	\$355.69
5xwk	\$443.72

Additional Pick-up	\$117.88
4yd 1xwk	\$137.50
2xwk	\$240.67
3xwk	\$341.45
4xwk	\$473.07
5xwk	\$590.46
Additional Pick-up	\$148.28
6yd 1xwk	\$195.86
2xwk	\$376.11
3xwk	\$525.62
4xwk	\$707.89
5xwk	\$883.97
Additional Pick-up	\$209.15
8yd 1xwk	\$243.03
2xwk	\$454.08
3xwk	\$679.41
4xwk	\$942.64
5xwk	\$1,177.42
Additional Pick-up	\$257.31

Rates for Roll-offs:

Delivery Fee	\$131.86
Monthly Rental	\$158.23
Pull Price (per pull)	\$168.47
Disposal Fee-Loose (per yard)	\$9.23
Disposal Fee-Compact (per yard)	\$11.48

Rates for Other Services:

Hourly Rate	\$129.12
Disposal per cubic yard	\$9.02

PENALTY

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

SEVERABILITY

If any court of competent jurisdiction rules that any section, subsection, sentence, clause, phrase, or portion of this ordinance is invalid or unconstitutional, any such portion shall be deemed to be

a separate, distinct, and independent provision, and any such ruling shall not affect the validity of the remaining portions hereof.

EFFECTIVE DATE

This Ordinance shall become effective at 12:01 a.m. on the 1st day of October 2022.

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, on the 22nd day August 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

APPROVED AS TO FORM:

PAUL WEBB
City Attorney

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

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

The eighth item on the agenda was review and consider a request from Mr. Marshall Francis and Mr. Ronnie Wittig (owners) on behalf of F & W Storage Inc., 210 West Third Street, Toxey, Block ODD, Lot 3, 3B and Victor Subdivision, Block 4, Lot 7 Replat for a 20-foot variance from

the required 25-foot front property line setback and a zero-lot line setback to build over 2 property lines for the construction of a new building to expand their business. Director of Planning & Development, Gwyn Teves, presented a copy of the request from Mr. Marshall Francis and Mr. Ronnie Wittig (owners) on behalf of F & W Storage Inc., 210 West Third Street, Toxey, Block ODD, Lot 3, 3B and Victor Subdivision, Block 4, Lot 7 Replat for a 20-foot variance from the required 25-foot front property line setback and a zero-lot line setback to build over 2 property lines for the construction of a new building to expand their business. Mrs. Teves stated the Planning Commission met on Monday, August 15, 2022, and voted to recommend this to the City Council for consideration. After some discussion, Councilmember, Terry Freese, moved to approve the request from Mr. Marshall Francis and Mr. Ronnie Wittig (owners) on behalf of F & W Storage Inc., 210 West Third Street, Toxey, Block ODD, Lot 3, 3B and Victor Subdivision, Block 4, Lot 7 Replat for a 20-foot variance from the required 25-foot front property line setback and a zero-lot line setback to build over 2 property lines for the construction of a new building to expand their business. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The ninth item on the agenda was to review and consider a request from the Wharton County Farmer's Market for the use of Riverfront Park for the Fall Market, beginning each Saturday, from October 1, 2022 to December 15, 2022. City Manager, Joseph R. Pace, presented a copy of the request from the Wharton County Farmer's Market for the use of Riverfront Park for the Fall Market, beginning each Saturday, from October 1, 2022 to December 15, 2022. Ms. Kodi Kieler, President of the Wharton County Farmer's Market, stated the Farmer's Market was requesting the use of Riverfront Park due to the weather and the lack of amenities at Guffey Park. Ms. Kieler said they were also requesting to use the electricity outlets under the pavilion and along the sidewalks and agreed to commit to maintaining the restrooms by providing all paper products and soap as well as cleaning the restrooms before each market. She requested the City Council also consider waiving the glass container in City Parks Ordinance and the usage fee. After some discussion, Councilmember, Russell Machann, moved to approve the request as presented. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The tenth item on the agenda was to review and consider an ordinance amending the City of Wharton Code of Ordinances, Chapter 82 Traffic, providing that a violation of the ordinance or any part of the code as adopted hereby shall constitute a penalty upon conviction of a fine; providing for severability and setting an effective date. City Manager, Joseph R. Pace, presented a copy of a memorandum from Chief, Terry David Lynch, regarding a safety issue at the intersections of Sunny Lane and Mockingbird Lane. Detective, Ariel Soltura, stated that Sunny Lane, was a frequently used East to West (and vice-versa) traffic corridor that connected Alabama Road and Fulton Street, with very few traffic control devices. Detective Solturs said Sunny Lane/Mockingbird Lane connected two WISD schools; Sivells Elementary and Wharton Junior High School. He said the Police and Public Works Departments had coordinated to add stop signs at the intersections of 700 Mockingbird Lane (facing East) and 700 Sunny Lanes (facing West). There is an existing stop sign placed at 600 Sunny Lane (facing North). Detective Soltura said that Stop Signs at this location will serve multiple purposes such as aid in reducing vehicular speeds and enhance student and traffic safety through residential neighborhoods. After some

discussion, Councilmember, Terry Freese, moved to approve City of Wharton Ordinance No. 2022-13, which read as follows:

**CITY OF WHARTON
ORDINANCE NO. 2022-13**

AN ORDINANCE AMENDING THE CITY OF WHARTON CODE OF ORDINANCES, CHAPTER 82 TRAFFIC, PROVIDING THAT A VIOLATION OF THE ORDINANCE OR ANY PART OF THE CODE AS ADOPTED HEREBY SHALL CONSTITUTE A PENALTY UPON CONVICTION OF A FINE; PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE.

BE IT ORDAINED by the City Council of the City of Wharton, Texas that the City of Wharton Code of Ordinances, Chapter 82 Traffic, shall read as follows:

ARTICLE II. OPERATION OF VEHICLES

Sec. 82-63. Stop intersections designated.

The following intersections in addition are designated as stop intersections and stop signs shall be erected as follows:

1. 700 Mockingbird Lane at 600 Sunny Lane, facing East
2. 700 Sunny Lane at 700 Mockingbird Lane, facing West

Penalty Clause

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

Severability

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

Effective Date

This Ordinance shall become effective on the 2nd day of September 2022 at 12:01 a.m.

Passage and Approval

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, on the 22nd day of August 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

APPROVED AS TO FORM:

PAUL WEBB
City Attorney

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

The eleventh item on the agenda was to review and consider a resolution of the Wharton City Council authorizing and ratifying the emergency sanitary sewer line repair at Rusk Street and Milburn Street and authorizing the City Manager of the City of Wharton to execute all documents related to said ratification. Public Works Director, Anthony Arcidiacono, presented a copy of his memorandum regarding the emergency sanitary sewer line repair at Rusk Street and Milburn Street. Mr. Arcidiacono stated that on Thursday, July 14, 2022, after numerous stoppage calls from the Rusk St. / Milburn area, City crews responded and located several cave ins along the 6” sanitary sewer line. He said Magna Flow came to clean and televise the line for \$10,810.88 and Ram Rod Utilities, LLC performed the emergency sanitary sewer line repair and replacement for \$34,450.00. The following items/services have been performed or ordered in order to complete the repairs. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2022-84, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2022-84**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING AND RATIFYING THE EMERGENCY SANITARY SEWER LINE REPAIR AT RUSK STREET AND MILBURN STREET AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID RATIFICATION.

WHEREAS, The City of Wharton had to make emergency repairs due to a cave in of a six-inch sanitary sewer line at Rusk Street and Milburn Street; and,

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

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

Section I. The Wharton City Council hereby authorizes the City Manager of the City of Wharton to execute all documents related to the emergency repairs due to a cave in of a six-inch sanitary sewer line at Rusk Street and Milburn Street.

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

Passed, Approved, and Adopted this 22nd day of August 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 twelfth item on the agenda was to review and consider the update of City of Wharton Grant Programs. Director of Planning and Development, Gwyn Teves, presented the City of Wharton Grant Programs update. After some discussion, no action was taken.

The thirteenth item on the agenda was to review and consider the update of City of Wharton on-going Projects. City Manager, Joseph R. Pace, presented a copy of his City of Wharton projects memorandum dated August 8, 2022, 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 27th, 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.

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 July.

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 August pending delivery. 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 Jones & Carter Engineering on utility relocations of water and sewer lines along I-69 that will be impacted by the expansion.

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

- A. Beautification Commission meeting held July 13, 2022.
- B. Finance Committee meeting held August 8, 2022.
- C. Beautification Commission meeting held August 10, 2022.

After some discussion, no action was taken.

The sixteenth 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, Larry Pittman, seconded the motion. All voted in favor.

The meeting adjourned at 7:25 p.m.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

**MINUTES
OF
CITY OF WHARTON
SPECIAL CITY COUNCIL MEETING
AUGUST 9, 2022**

Mayor, Tim Barker, declared a Special Meeting duly open for the transaction of business at 6:00 P.M.

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

Councilmember absent were: Russell Machann.

Staff members present were: City Manager Joseph R. Pace; Finance Director, Joan Anzel, City Secretary, Paula Favors, Assistant to the City Manager, Brandi Jimenez, Director of Planning and Development, Gwyn Teves and Finance Accountant, London Davis.

Visitors present were: Wharton Chamber of Commerce Executive Director, Ron Sanders and Joe Southern with the Wharton Journal Spectator.

Roll Call and Excused Absences.

After some discussion, Councilmember, Don Mueller, moved to excuse Councilmember, Russell Machann. Councilmember, Clifford Jackson, seconded the motion. All voted in favor.

Public Comments.

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

Wharton Moment.

Director of Planning and Development, Gwyn Teves, stated the La Delle housing addition had a ribbon cutting and the homes were ready for buyers!

The first item on the agenda was Budget Workshop: the City of Wharton 2022-2023 Fiscal Year Budget:

- A. Five-year Vehicle & Equipment Capital Needs:
1. Code Enforcement Department.
 2. Parks & Facilities Department.
 3. Airport Department.
 4. Fire Department.
 5. Emergency Medical Services Department.
 6. Emergency Management Department.
 7. Police, Animal Control Communications Departments.
 8. Municipal Court.
 9. City Secretary

10. Civic Center.
11. Community Development.
12. Central Services.

B. Five Year Capital Infrastructure Improvement Program:

1. Transportation Systems.
 - A. Streets.
 - B. Major Thoroughfares.
 - C. Sidewalks.
2. Drainage System.
3. Flood Reduction Project-Levee.
4. Water and Sewer Utility System.

Finance Director, Joan Anandel and Finance Accountant, London Davis, presented the City Council the Capital Improvements Projects. After some discussion, no action was taken.

- C. General Fund.
- D. PEG Fund.
- E. Hotel Motel Fund.

Finance Director, Joan Anandel, stated allocated from the Hotel Motel Fund, would be \$52,000 to the Wharton Chamber of Commerce.

- F. Narcotics Seizure Fund.
- G. Debt Fund.
- H. Capital Improvement Fund.
- I. Water & Sewer Fund.

Finance Director, Joan Anandel, stated the 2022-2023 fiscal year budget would include a 10% increase in water and sewer rates and a 5% increase in solid waste rates.

- J. Solid Waste Fund.
- K. Emergency Medical Services Fund.
- L. Civic Center Fund.
- M. Airport Fund.

Finance Director, Joan Anandel, and Finance Accountant, London Davis, presented the City of Wharton 2022-2023 fiscal year budget. Finance Director Anandel stated that the tax rate used was the voter approval rate. Mrs. Anandel stated that the proposed budget included a pay increase for City Employees and benefits would remain the same as the 2022-2023 fiscal year budget. After some discussion, Councilmember, Clifford Jackson, moved to approve using the voter approval tax rate of \$0.41761 for the 2022-2023 fiscal year budget. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

Adjournment.

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

The meeting was adjourned at 7:34 p.m.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

DRAFT

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

CITY COUNCIL COMMUNICATION


Meeting Date:	9/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a written service agreement with the property owners of W.A. Harrison Agriculture Ltd. for the provision of services under Local Government Code 43.0672; and authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.
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Per the attached memorandum received by my office from City Secretary, Paula Favors, it is required that a City that wants to annex an area of land under Subchapter C-3. Annexation of Area on Request of Owners, under the Local Government Code, must first negotiate and enter into a written agreement with the owners of the land in the area.

W.A. Harrison Agriculture Ltd., has requested that a certain 0.420-acre tract of land located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167-acre tract as recorded in Volume 1000, Page 476 of the Deed of Records of Wharton County, Texas be considered for annexation within the City of Wharton. The property owners have also agreed to the City of Wharton Annexation Agreement of Services.

Assistant City Attorney, Amy Rod, reviewed the City of Wharton Annexation Agreement of Services and is recommending the City Council consider approving the agreement.

Mrs. Favors, will be available to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, September 8, 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: September 8, 2022
From: Paula Favors, City Secretary
To: Joseph R. Pace, City Manager
Subject: Written Service Agreement with W. A. Harrison Agriculture Ltd.

It is required that a City that wants to annex an area of land under Subchapter C-3. Annexation of Area on Request of Owners, under the Local Government Code, must first negotiate and enter into a written agreement with the owners of the land in the area.

W.A. Harrison Agriculture Ltd., has requested that a certain 0.420-acre tract of land located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167-acre tract as recorded in Volume 1000, Page 476 of the Deed of Records of Wharton County, Texas be considered for annexation within the City of Wharton. The property owners have also agreed to the City of Wharton Annexation Agreement of Services.

Assistant City Attorney, Amy Rod, reviewed the City of Wharton Annexation Agreement of Services and is recommending the City Council consider approving the agreement.

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

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A WRITTEN SERVICE AGREEMENT WITH THE PROPERTY OWNERS OF W.A. HARRISON AGRICULTURE LTD. FOR THE PROVISION OF SERVICES UNDER LOCAL GOVERNMENT CODE 43.0672; AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, The City of Wharton wishes to enter into a written service agreement with the property owners of W.A. Harrison Agriculture for a certain 0.420-acre tract of land located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167-acre tract as recorded in Volume 1000, Page 476 of the Deed of Records of Wharton County, Texas; and,

WHEREAS, The City of Wharton under Local Government Code 43.0672, shall negotiate and enter into a written agreement with the owners of the land that is being requested to be annexed; and,

WHEREAS, The City of Wharton; and the owners of W.A. Harrison Agriculture for a certain 0.420 acre tract of land located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167 acre tract as recorded in Volume 1000, Page 476 of the Deed of Records of Wharton County, Texas, are in agreement with City of Wharton Annexation Agreement of Services, attached as Exhibit "A".

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 written service agreement with the property owners of W. A. Harrison Agriculture LTD for the provision of services under Local Government Code 43.0672.

Section II. That Wharton City Council hereby approves the negotiated written agreement with the owners of said property.

Section III. That the Mayor of the City of Wharton is hereby authorized to sign any documents relating to the aforementioned agreement.

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

Passed, Approved, and Adopted this 12th day of September 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

“Exhibit A”

City of Wharton Annexation Agreement of Services

This Agreement is entered into pursuant to Sections 43.0672 of the Texas Local Government Code by and between the City of Wharton, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Wharton, Wharton County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and,

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold a public hearing on September 12th, 2022 and,

WHEREAS, this Agreement is entered into pursuant to Sections 43.0672 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and,

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1.

ANNEXATION SERVICE PLANS CITY OF WHARTON, TEXAS **MUNICIPAL SERVICE PLAN**

TERRITORY

This Service Plan is applicable to the territory which is described in Exhibit A attached to this document, which are being annexed by the City of Wharton, Texas.

INTENT

It is the intent of the City of Wharton that this Service Plan shall provide for the delivery of full available municipal services to the annexed areas in accordance with State Law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed areas. The delivery of municipal services may be accomplished through any means permitted by law.

EFFECTIVE TERM

This Service Plan shall be in effect for a ten-year period commencing on the effective date of this annexation.

AMENDMENT OR RENEWAL

This Service Plan may be amended from time to time as provided by Texas Local Government Code, Section 43.056 (e), (j), and (k). Renewal of the Service Plan shall be at the sole option of the Wharton City Council.

FIRE

Existing Services: Wharton Volunteer Fire Department

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Wharton Volunteer Fire Department, located at 319 N Fulton Wharton, TX 77488. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

POLICE

Existing Services: Wharton County Sheriff's Department

Services to be Provided: Currently, the area is under the jurisdiction of the Wharton County Sheriff's Office. However, upon annexation, the City of Wharton Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: Wharton County Permit Department

Services to be Provided: The City of Wharton Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Wharton.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The City of Wharton does not have zoning.

LIBRARY

Existing Services: Wharton County

Services to be Provided: Library services will continue to be provided by Wharton County.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Texas Department of Health and Human Services will implement the enforcement of the State of Texas' health ordinances and regulations on the effective date of the annexation.

ANIMAL CONTROL

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed by the Wharton Police Department.

STREET

Existing Services: None

Services to be Provided: Developers will provide streets at their own expense and will be inspected by the City of Wharton Engineers at time of completion(s). The City of Wharton will then maintain the streets(s) upon approval. Maintenance of the street(s) will be provided by the City of Wharton upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City of Wharton Engineers at time of completion. The City of Wharton will then maintain the drainage upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Wharton will coordinate any request for improved street lighting with the local electric provider in accordance with standard City of Wharton policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The City of Wharton Public Works Department will provide, after the effective date of annexation, any additional traffic control devices per City of Wharton requirements.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City of Wharton codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection and Disposal shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City of Wharton policies and the laws of the State of Texas, beginning with the occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Wharton’s established policies governing extension of municipal services to newly annexed areas.

Section 2. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Entered into this _____ day of _____, 202_.

Owner

Printed Name: _____

Owner

Printed Name: _____

Owner

Printed Name: _____

Mayor, City of Wharton, Texas

Attest:

City Secretary, City of Wharton, Texas

THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by
_____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, Owner.

Notary Public, State of Texas


THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, City Manager, City of Wharton, Texas.

Notary Public, State of Texas

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Ordinance: An ordinance annexing the hereinafter described territory, owned by W. A. Harrison Agriculture, Ltd., Wharton County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City, and adopting a service plan.
<p>During the regular August 8, 2022, Regular Wharton City Council Meeting, the City Council accepted a petition for voluntary annexation from W. A. Harrison Agriculture Ltd. The first and only Public Hearing was held during this regular September 12, 2022, Wharton City Council meeting. Since the requirements of the Public Hearing has been satisfied, the City Council may now consider the ordinance annexing the properties owned by W.A. Harrison Agriculture, Ltd., listed below:</p> <ol style="list-style-type: none"> 1. 0.420 acre tract of land, located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167 acre tract as recorded in Volume 1000, Page 476 of the Deed Records of Wharton County, Texas. <p>Attached is a draft ordinance annexing the property.</p> <p>Attached you will also find a service plan in accordance with the City's Charter and State Law.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			

“Exhibit B”

City of Wharton Annexation Agreement of Services

This Agreement is entered into pursuant to Sections 43.0672 of the Texas Local Government Code by and between the City of Wharton, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns a parcel of real property (the "Property") in Wharton, Wharton County, Texas, which is more particularly and separately described in the attached Exhibit "A"; and,

WHEREAS, the City has begun the process to institute annexation proceedings on all or portions of Owner's Property and will hold a public hearing on September 12th, 2022 and,

WHEREAS, this Agreement is entered into pursuant to Sections 43.0672 of the Texas Local Government Code, in order to address the desires of the Owner and the procedures of the City; and,

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1.

ANNEXATION SERVICE PLANS CITY OF WHARTON, TEXAS **MUNICIPAL SERVICE PLAN**

TERRITORY

This Service Plan is applicable to the territory which is described in Exhibit A attached to this document, which are being annexed by the City of Wharton, Texas.

INTENT

It is the intent of the City of Wharton that this Service Plan shall provide for the delivery of full available municipal services to the annexed areas in accordance with State Law. The failure of this plan to describe any particular service shall not be deemed to be an attempt to omit the provision of such services from the annexed areas. The delivery of municipal services may be accomplished through any means permitted by law.

EFFECTIVE TERM

This Service Plan shall be in effect for a ten-year period commencing on the effective date of this annexation.

AMENDMENT OR RENEWAL

This Service Plan may be amended from time to time as provided by Texas Local Government Code, Section 43.056 (e), (j), and (k). Renewal of the Service Plan shall be at the sole option of the Wharton City Council.

FIRE

Existing Services: Wharton Volunteer Fire Department

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Wharton Volunteer Fire Department, located at 319 N Fulton Wharton, TX 77488. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

POLICE

Existing Services: Wharton County Sheriff's Department

Services to be Provided: Currently, the area is under the jurisdiction of the Wharton County Sheriff's Office. However, upon annexation, the City of Wharton Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: Wharton County Permit Department

Services to be Provided: The City of Wharton Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Wharton.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The City of Wharton does not have zoning.

LIBRARY

Existing Services: Wharton County

Services to be Provided: Library services will continue to be provided by Wharton County.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Texas Department of Health and Human Services will implement the enforcement of the State of Texas' health ordinances and regulations on the effective date of the annexation.

ANIMAL CONTROL

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed by the Wharton Police Department.

STREET

Existing Services: None

Services to be Provided: Developers will provide streets at their own expense and will be inspected by the City of Wharton Engineers at time of completion(s). The City of Wharton will then maintain the streets(s) upon approval. Maintenance of the street(s) will be provided by the City of Wharton upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City of Wharton Engineers at time of completion. The City of Wharton will then maintain the drainage upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Wharton will coordinate any request for improved street lighting with the local electric provider in accordance with standard City of Wharton policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The City of Wharton Public Works Department will provide, after the effective date of annexation, any additional traffic control devices per City of Wharton requirements.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City of Wharton codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection and Disposal shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City of Wharton policies and the laws of the State of Texas, beginning with the occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Wharton's established policies governing extension of municipal services to newly annexed areas.

Section 2. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Entered into this _____ day of _____, 202_.

Owner

Printed Name: _____

Owner

Printed Name: _____

Owner

Printed Name: _____

Mayor, City of Wharton, Texas

Attest:

City Secretary, City of Wharton, Texas

THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by
_____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, Owner.

Notary Public, State of Texas

THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, Owner.

Notary Public, State of Texas

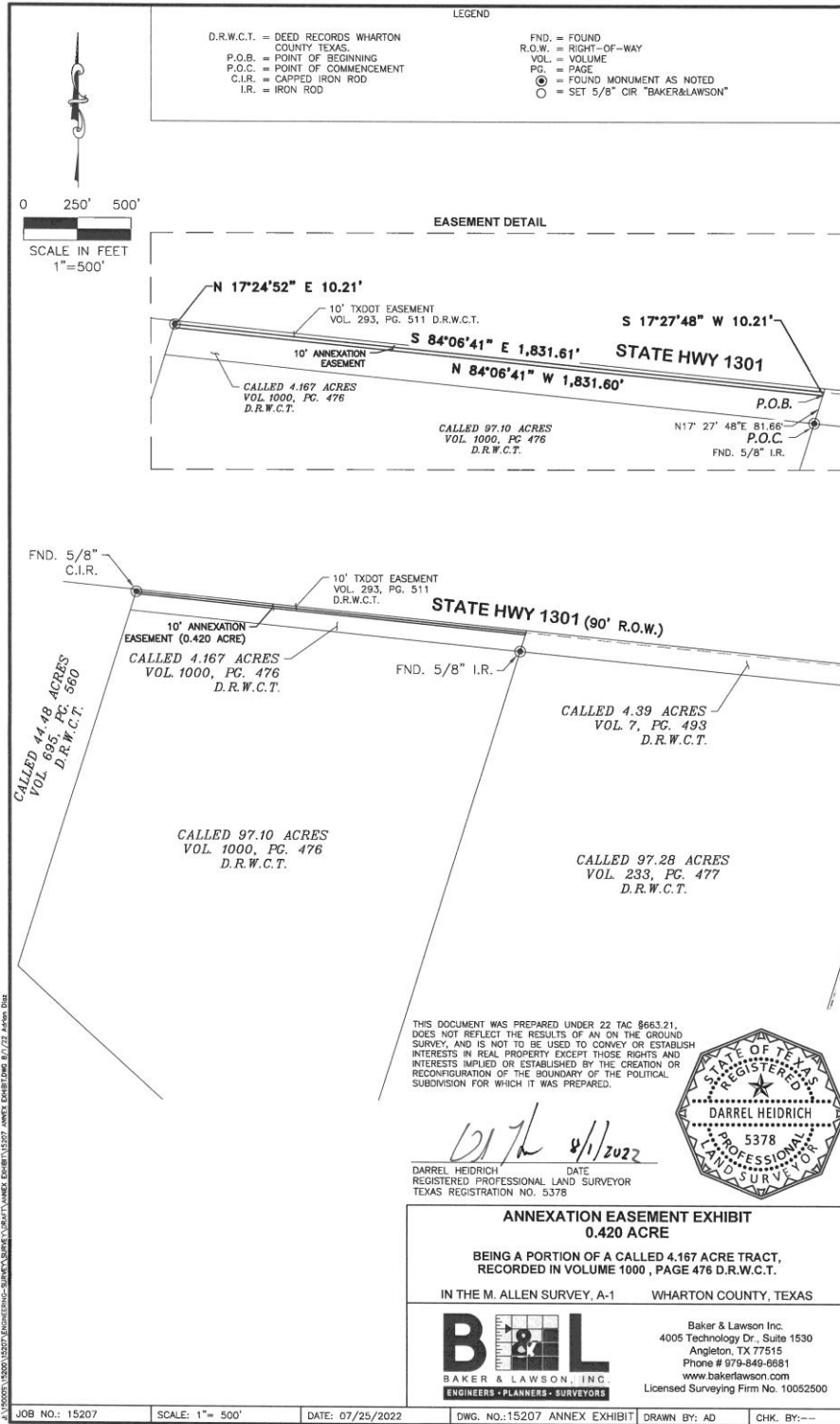
THE STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, City Manager, City of Wharton, Texas.

Notary Public, State of Texas

EXHIBIT A: Annexation Easement, Not Conveyance of Property





County: Wharton County
Project: ANNEXATION EASEMENT
Job No.: 15207

**FIELD NOTES FOR 0.420 ACRE
ANNEXATION EASEMENT**

Description of a called 0.420 acre tract of land, located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167 acre tract as recorded in Volume 1000, Page 476 of the Deed Records of Wharton County Texas (D.R.W.C.T.), referred to hereinafter at the above referenced tract of land, said 0.420 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

COMMENCING at a 5/8-inch iron rod found for the southeast corner of said 4.167 acre tract, same being the southwest corner of a called 4.39 acre tract of land as recorded in Volume 7, Page 493 D.R.W.C.T., the northeast corner of a called 97.10 acre tract of land as recorded in Volume 1000, Page 476 D.R.W.C.T. and the northwest corner of a called 97.28 acre tract as recorded in Volume 233, Page 477 D.R.W.C.T.;

THENCE North 17°27'48" East, along the east line of said 4.167 acre tract, same being the west line of said 4.39 acre tract, a distance of 81.66 feet to the southeast corner and **POINT OF BEGINNING** of the above referenced tract of land;

THENCE North 84°06'41" West, along the south line of the above referenced tract of land, a distance of 1,831.60 feet to a point for the southwest corner of the above referenced tract of land, same being in the west line of said 4.167 acre tract;

THENCE North 17°24'52" East, along the west line of the above referenced tract of land, same being the west line of said 4.167 acre tract, a distance of 10.21 feet to a 5/8-inch capped iron rod found for the northwest corner the above referenced tract of land, same being in the south right-of-way R.O.W. line of State Highway 1301 (10-foot wide TXDOT easement as recorded in Volume 293, Page 511 D.R.W.C.T.);

THENCE South 84°06'41" East, along the north line of the above referenced tract of land, same being the south R.O.W. line of said State Highway 1301, a distance of 1,831.61 feet to a point for the northeast corner of the above referenced tract of land, same being in the west line of said 4.39 acre tract;

THENCE South 17°27'48" West, along the east line of the above referenced tract of land, same being the west line of said 4.39 acre tract, a distance of 10.21 feet to the **POINT OF BEGINNING** of the herein described tract of land and containing 0.420 acre of land, more or less.

An exhibit drawing of the herein described tract has been prepared by Baker & Lawson Inc. and accompanies this metes and bounds description. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Darrel Heidrich 8/1/2022
Darrel Heidrich
Registered Professional Land Surveyor
Texas Registration No. 5378



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

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY, OWNED BY W.A. HARRISON AGRICULTURE, LTD., WHARTON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND ADOPTING A SERVICE PLAN.

WHEREAS, Article I. Incorporation; Form of Government; Corporate and General Powers of the City of Wharton City Charter; Section 8 Extending city limits upon petition and Section 9 Extending and fixing city limits by ordinance as restricted by law, of the City Charter, of the City of Wharton, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state; and,

WHEREAS, The procedures prescribed by the City Charter of the City of Wharton, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

1. 0.420 acre tract of land, located within the M. Allen Survey, Abstract No. 1 being a part of a called 4.167 acre tract as recorded in Volume 1000, Page 476 of the Deed Records of Wharton County, Texas. (Exhibit A).

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

Section I. That the heretofore described property is hereby annexed to the City of Wharton, Wharton County, Texas, and that the boundary limits of the above described territory within the city limits of the City of Wharton, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Wharton and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

Section II. A service plan for the area is adopted and attached as Exhibit B.

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

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Wharton, Texas, on the 12th day of September 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

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:	9/12/2022	Agenda Item:	Request from the Monterey Square Business Association for the following for the Monterey Square Wine and Arts Fair on October 8, 2022: <ul style="list-style-type: none"> A. Close Fulton Street between Burleson Street and Milam Street as well as close Houston Street between Burleson Street and Hawes Street from 2:00 p.m. until 10:00 p.m. on Saturday, October 8, 2022. B. Provide six (6) generator lights for safety for the fair location and Guffey Park parking area. C. Allow open containers for the alcohol on City property on the exterior sides of the Monterey Square and approximately two adjoining blocks to include all participating businesses. D. Waive all local permits and fees. E. Provide trash cans and bags.
Attached is a copy of the letter dated August 8, 2022, from Ms. Margaret Montgomery Kosta, Secretary of the Monterey Square Business Association, providing her request for the afore-mentioned items. Ms. Montgomery Kosta, will be available during the meeting to answer questions regarding her request.			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			



August 8, 2022

Mr. Joseph R. Pace
City of Wharton
120 E Caney St.
Wharton, Texas 77488

RE: Permission – Monterey Square Wine and Arts Fair 2022

Dear Mr. Pace:

The Monterey Square Business Association plans to hold the 14th annual Monterey Square Wine and Arts Fair on October 8, 2022 from 4pm to 10pm.

In this event, patrons will be able to shop the various businesses in the downtown community and sample wines, foods and boutique beer. Other activities include live music, horse and carriage rides, grape stomp, food and craft vendors. Patrons will also be able to purchase wine by the bottle or glass and beer by the bottle on the 100 block of South Houston Street. We are applying for a temporary TABC permit.

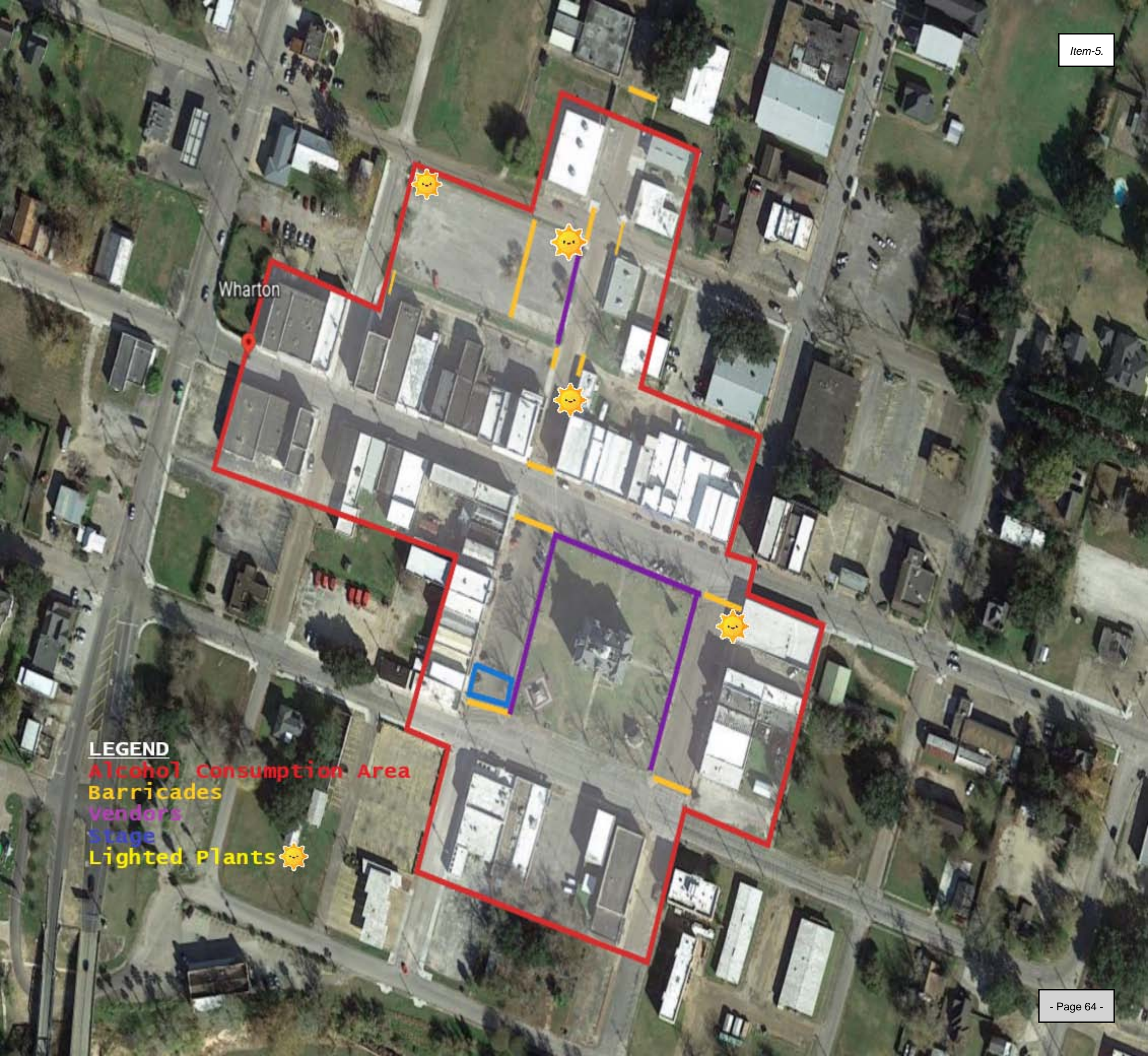
Therefore, we respectfully request permission to:

1. Close Fulton Street between Burleson Street and Milam Street. And close Houston Street between Burleson Street and Hawes Street from 2pm til 10pm on Saturday October 8, 2022.
2. Provide 6 generator lights for safety for the fair location and Guffey Park parking area.
3. Allow open containers for the alcohol on city property on the exterior sides of the Monterey Square and approximately two adjoining blocks to include all participating businesses.
4. Waive all local permit fees.
5. Provide city trash containers and bags.

Please feel free to contact me in the event of any questions.

Respectfully

Margaret Montgomery Kostka
Secretary, Monterey Square Business Association
P O Box 1054 Wharton, TX 77488
979-532-3929



Wharton

LEGEND

Alcohol Consumption Area

Barricades


Vendors

Stage

Lighted Plants ☀️

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	<p>Request by Mr. Ron Sanders, Executive Director of the Wharton Chamber of Commerce & Agriculture, for City of Wharton assistance by approving the following for the Party Under the Bridge to be held Thursday, October 20, 2022:</p> <ol style="list-style-type: none"> 1. Closing to traffic from 4:00 p.m. to 8:00 p.m. a portion of Elm Street from Dinosaur Park to underneath the southbound lane of Business 59 and ending near the intersection with Polk Street. 2. Closing to traffic from 4:00 p.m. to 8:00 p.m. the Dinosaur Park parking lot and access roads. 3. Closing to traffic a portion of West Colorado Street from North Richmond Road southward to the end of Dinosaur Park. 4. Traffic control as needed, including for the route of a children’s train. 5. Access to electrical power in close proximity as possible to the entrance to the park at Colorado Street. 6. Trash cans, and if possible, clean up assistance. 7. Request for mosquito spraying and fire ant treatment. 8. Allow open containers within the confines of the event area coordinated with the Wharton Police Department. 9. Labor and logistics to pick up, set up and return tables and chairs. 10. Picking up, setting up, operating, and returning two (2) generator light plants that the Chamber will rent. 11. Waive all fees.
<p>Attached you will find a letter dated August 24, 2022, from Wharton Chamber of Commerce Executive Director, Ron Sanders, regarding the Party Under the Bridge. The event will be on Thursday, October 20, 2022, from 5:00 p.m. to 8:00 p.m.</p> <p>Mr. Sanders will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			



P.O. Box 268, 225 N. Richmond Road, Wharton, TX 77488 979-532-1862

Ron Sanders, Executive Director Chad Faucett, Board Chair

Aug. 24, 2022

To: Joseph Pace
 From: Ron
 RE: Party Under the Bridge

Please consider this our requests related to the Fourth Annual Party Under the Bridge, which is set for Thursday, Oct. 20, 2022.

We will have food trucks, tables and chairs, children's activities, a children's train, games, and a DJ from 5 pm to 8 pm. The event is planned for Dinosaur Park. We request the following:

1. Closing to traffic from 4 pm to 8 pm a portion Elm Street from Dinosaur Park, underneath the southbound lane of US Business 59, and ending near the intersection with Polk Street.
2. Closing to traffic from 4 pm to 8 pm the Dinosaur Park parking lot and access roads.
3. Closing to traffic a portion of West Colorado Street from North Richmond Road southward to the end of Dinosaur Park.
4. Traffic control as needed, including for the route of a children's train.
5. Access to electrical power in close proximity as possible to the entrance to the park at Colorado Street.
6. Trash cans, and if possible, clean up assistance.
7. Request for mosquito spray and fire ant treatment.
8. Allow open containers within the confines of the event area coordinated with the Wharton Police Department.
9. Labor and logistics to pick up, set up and return chairs and 8 round tables owned by the chamber.
10. Picking up, setting up, operating, and returning two generator-light plants that the chamber will rent.
11. And, waive all fees.

Thank you for your continued support. We are stronger together than apart.

**WHARTON PARK FACILITIES RESERVATION AGREEMENT
FOR SPECIAL USE PERMIT FACILITY:**

Riverfront Park *Riverfront Park* *Riverfront Park* *Guffey Park* *Harris Park Pavilion*
East Pavilion *West Pavilion* *Central Pavilion* *Gazebo* *Croom Park #1*
(Mt. Carmel) *(Dinosaur Park)* *(Sherriff's Dept.)* *Croom Park #2* *Guadalupe Park*

Type of Function: Party Under the Bridge/Dinosaur Park NAME **No. Attending:** 267

OF INDIVIDUAL RESPONSIBLE: Ron Sanders

CITY, STATE & ZIP: 225 N. Richmond Road, Wharton TX 77488

PHONE NUMBER: 979-532-1862 979-358-0758

Day & Date of Rental: Thursday, Oct. 20, 2022

Hours of Use: Beginning: noon a.m./p.m. **Ending:** 10 pm a.m./p.m.
(include set up & clean up time)

Alcoholic Beverages

Will alcoholic beverages be consumed or possessed during this event? Yes
(If yes, a separate application for a Temporary Permit for Alcoholic Beverages Consumption/Possession must be completed at time of park reservation and a \$20.00 non-refundable fee shall be paid alcohol permit.) If the applicant fails to document in the application that alcohol will be served or materially misstates the number of people attending, the Wharton Police Department may issue the applicant with a citation. The Wharton Police Department may also issue individuals with a citation for violation of the ordinance.

Deposit

A \$50.00 deposit must be paid at the time of reservation. If the site and facilities are cleaned and returned to their original condition at the ending time as stated above, and all debris, paper, cans, signs, decorations, etc, are collected and placed in the trash receptacles, the deposit shall be refunded. However, if the above conditions are not met by the ending time stated above, the deposit shall be forfeited.

Rental Fee

City of Wharton Residents is required to pay a \$25.00 non-refundable fee. Persons not residing in the City of Wharton are required to pay a \$35.00 non-refundable fee.

Acknowledgment

I hereby acknowledge that I have received a copy of the Wharton Park Facilities Reservation Regulations and agree to abide by the contents therein.

Ronald K. Sanders _____
Date 8/24/2022

Signature of Applicant _____
Date

For the City of Wharton

For Office Use Only
City Resident Fee _____ Non City Resident Fee _____
Alcohol Permit Fee _____ Method of Payment: Cash _____ Check _____

WHARTON PARK FACILITIES REGULATIONS

Sec. 54-1. Definitions

- (a) "City Park" means all parks in the corporate limits of the City of Wharton that have been dedicated to the public, including all such parks that are subsequently annexed into the city limits or dedicated to the public in the Wharton corporate limits.
- (b) "Community Event" means an event in the City that is open to the public in general and approved by City Council.
- (c) "Non-Profit" means an organization that operates in a not-for-profit manner and is classified under the federal tax code as 501(c)(3). Proof of status must be provided to the City of Wharton. Failure to provide proof of status will eliminate the non-profit exemption and the organization shall comply with revenue generating function requirements. Person(s) means an individual, corporation, partnership, entity, or non-profit organization.
- (d) Special Use Permit means a permit issued by the City of Wharton for exclusive use of City owned park facilities.

Sec. 54-2 Park Property

No person in a City park shall:

- (a) Interfere with city scheduled park activities.
- (b) Interfere with an activity operating under a special use permit.
- (c) Willfully mark, deface, disfigure, injure, tamper with any building, table, bench, railing, signs, notices, placards, boundary markers, or other structures or equipment.
- (d) Dig or remove any soil, rock, stones, trees, shrubs, or plants or other wood or materials, or make any excavations by tool, equipment, blasting or other means or agency.
- (e) Damage, cut, carve, transplant or remove any tree or plant or injure the bark.
- (f) Dig in or otherwise disturb grass areas, or in any other way, injure or impair the natural beauty or usefulness of the area.
- (g) Possess, use, or discard any glass containers upon or within any City park or sports fields.
- (h) Bathe, swim, stand, walk, or jump in any fountain. The fountain shall be kept free from animals and/or persons. The fountain shall be kept free from any foreign substances, liquid and/or solid.
- (i) Operate or park any motorized vehicle in an area not specifically designated or intended to be used for the parking or movement of motorized vehicles. Vehicles shall not be left in the park when closed.
- (j) Start a campfire, except for cooking in the designed bar-b-que grills provided at the park sites.

Sec. 54-3 Hours of Operation

- (a) City parks shall be open to the public daily from 6:00 a.m. to 10:00 p.m., except for the Santa Fe Trail, which times are provided in subsection (d) below.
- (b) It shall be unlawful for a person to be in a city park except when the park is open to the public. Persons shall obtain a variance from City Council to use the park during the hours it is closed to the public. Any person or entity that desires to use the park during closed hours shall file a written application with the city, on a form provided by the City Secretary. The City Secretary shall present the application to the City Council for consideration. If the application is approved, the City Secretary or designated personnel shall issue a variance containing the terms and conditions as imposed by the City Council as a condition for use of the park during closed hours.
- (c) It shall be unlawful for any person to enter, loiter, remain, refuse to leave, or be in and on any public park, playground or field in the city between the hours of 10:00 p.m. and 6:00 a.m. unless they have obtained a variance approved by the City Council, and/or except as provided in Subsection (d).
- (d) The Santa Fe Trail shall be open to the public daily from 4 a.m. to midnight.

Sec. 54-4 Exclusive Use of Park Pavilions

- (a) The City of Wharton park facilities are intended for general public use; however, upon request and approval, the park pavilions may be made available for the exclusive use of specific persons for a specific period of time, provided the exclusive use does not conflict with the use and policies of the City of Wharton. (b) Request for exclusive use of pavilions shall be directed to the City Secretary's Office. An application shall be completed and submitted to the City Secretary's Office and a special use permit may be issued by the City Secretary.
- (b) All persons requesting the exclusive use of park pavilions shall pay a \$50.00 refundable deposit at the time of reservation. If the site and facilities are cleaned and returned to their original condition upon completion of the event, and all debris, paper, cans, signs, decorations, etc, are collected and placed in the trash receptacles, the deposit shall be refunded. However, if the above conditions are not met, the deposit shall be forfeited.
- (c) City of Wharton residents requesting exclusive use of a city park pavilion will be required to pay a \$25.00 non-refundable fee for such use.
- (d) Persons not residing in the City of Wharton requesting exclusive use of a city park pavilion will be required to pay a \$35.00 non-refundable fee for such use.
- (e) It shall be the user's responsibility to see that all special arrangements for their intended use are made.

Sec. 54-8 Operating or parking motor vehicles in parks.

It shall be unlawful for any person to operate or park any motor vehicle, including cars, trucks, campers, buses or motorcycles, in any of the city parks, except in designated parking lots or on public streets through such parks, if any. A variance must be approved by City Council to operate or park vehicles in the park.

Sec. 54-11 Glass containers.


It shall be unlawful for any person to bring any glass container within the confines of any city park.

Sec. 54-14 Penalty

Penalty for violation. Any person found guilty of intentionally, knowingly or recklessly violating any provision of this article shall be punished in accordance with the terms of Section 1-5 of the Code of Ordinances of the City of Wharton, Texas. Each day a violation occurs is a separate offense. The applicant shall be held responsible for the exclusive use of the park pavilion and if the applicant fails to document in the application that alcohol will be served or materially misstates the number of people attending, the Wharton Police Department may issue the applicant with a citation. The Wharton Police Department may also issue individuals with a citation for violation of the ordinance.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving an amended contract between the City of Wharton and Wharton County for Emergency Medical Services for Ambulance Transports and authorizing the Mayor of the City of Wharton to execute all documents relating to said contract.
<p>Attached is a draft copy of the contract and draft resolution for Emergency Medical Services for Ambulance Transports between the City of Wharton and Wharton County.</p> <p>There are two changes from the previous contract. (1) Exhibit A has been updated to reflect current Medicare allowable fees and (2) Ancillary supplies.</p> <p>EMS Director, Christy Gonzales, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			

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

Item-7.

INTERDEPARTMENTAL MEMO

DATE: AUGUST 31, 2022
TO: JOSEPH PACE
FROM: CHRISTY GONZALES
RE: COUNTY CONTRACT FOR AMBULANCE TRANSPORT

Mr. Pace,

Attached is the contract for ambulance transport from the Wharton County Jail. There are two changes from the previous contract. (1) Exhibit A has been updated to reflect current Medicare allowable fees (2) Ancillary supplies. I am requesting that these items are placed on the next Council's Agenda for their review.

Thank you,

Christy Gonzales

Christy Gonzales, Director WEMS

THE STATE OF TEXAS §

COUNTY OF WHARTON §

AMENDED CONTRACT FOR AMBULANCE TRANSPORT

WITNESSETH:

This is an Amended Contract and agreement for emergency ambulance transport of prisoners / patients between the City of Wharton, Texas, hereinafter referred to as “City,” through its Emergency Medical Services Department hereinafter referred to as “EMS” and Wharton County, Texas, hereinafter referred to as “County,” and the parties mutually agree and contract as follows:

I.

The City agrees to provide ambulance service for prisoners / patients of County that are jailed in the Wharton County Jail.

II.

The term of this Amended Contract shall begin October 1, 2022 and shall auto-renew. The original Amended Contract may be extended for an additional one-year period upon written agreement by both parties. Termination of this Amended Contract may be accomplished by either party by giving thirty (30) days written notice to the other party.

III.

County agrees to pay City the Medicare allowable costs for all services, as seen on attached Exhibit “A”. All invoices for said services will be submitted by City to the Wharton County Judge’s Office.

IV.

The level of care to be rendered to the prisoner / patient by the City shall be based on the

level of service required by the prisoner / patient and can be provided by the City.

V.

Should the City or Medicare add or amend any fees to the current fee schedule that is approved by the Wharton City Council, the County will be notified in writing 30 days in advance and this Amended Contract shall be amended to include such fees.

VI.

The County agrees that an officer from the Wharton County Sheriff's Office will be assigned to any transfers to travel with the prisoner / patient in the ambulance.

VII.

This Amended Contract was executed in the City of Wharton, Wharton County, Texas and shall be construed under the laws of the State of Texas.

VIII.

This Amended Contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this _____ day of _____, 2022.

CITY OF WHARTON, TEXAS

WHARTON COUNTY, TEXAS

By: _____
TIM BARKER, Mayor

By: _____
PHILLIP SPENRATH, County Judge

ATTEST:

ATTEST:

By: _____
PAULA FAVORS, City Secretary

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
PAUL WEBB,
City Attorney

By: _____
G. A. "TREY" MAFFETT,
County Attorney

Acknowledgments

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on the _____ day of _____,
2022, by **TIM BARKER**, Mayor of the City of Wharton, Texas.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on the _____ day of _____,
2022, by **PHILLIP SPENRATH**, County Judge of the County of Wharton, Texas.

Notary Public, State of Texas

**CONTRACT FOR AMBULANCE TRANSPORT
EXHIBIT A**

Service	Common Procedural Terminology (CPT)	Fee
Venipuncture - blood draw	36415	\$50.00
Treatment only - No Transport	A0998	\$100.00
Treatment only - No Transport Level II	A0998	\$225.00
Mileage 1-17	A0425	\$12.15
Mileage beyond 17 miles	A0425	\$8.10
Advanced Life Support - non emergency service	A0426	\$292.43
Advanced Life Support - emergency service	A0427	\$463.02
Basic Life Support - nonemergency service	A0428	\$243.69
Basic Life Support - emergency service	A0429	\$389.91
Advanced Life Support Level II	A0433	\$670.15
Specialty Care Transport	A0434	\$792.00
Ancillary Supplies		Per fee schedule

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

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

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

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

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

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

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

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

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

Passed, Approved, and Adopted this 12th day of September 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:	9/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the purchase of a Contraband Team Inspection Kit for the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said purchase.
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At the beginning of 2022, the Wharton Police Department received the Governor’s Lone Star Grant for the purpose of combatting human smuggling and contraband detection. The Police Department has been operational for a few months and they are requesting the purchase of a necessary tool which will be funded by the grant.

The Police Department is requesting to purchase a CT-40 Contraband Team Inspection Kit which includes a Videoscope Inspection System used to probe fuel tanks and crevices for the detection of narcotics/contraband. This kit has all the tools needed for this purpose.

This kit will be purchased through CSECO (Campbell Security Equipment Company), who is the sole manufacturer/distributor of this product. They have included a Sole Source Declaration document indicating such. The purchase price is \$19,074.00, which is 100% funded through the grant.

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

City Manager: Joseph R. Pace	Date: Thursday, September 8, 2022
Approval: 	
Mayor: Tim Barker	



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

Wharton Police Department

MEMORANDUM

To: Joseph Pace

Date: 09/06/2022

Ref: Videoscope Inspection System

At the beginning of FY22, we received the Governor's Lone Star Grant for the purpose of combatting human smuggling and contraband detection. We have been operational for a few months and we are requesting to purchase a necessary tool which will be funded by the grant.

We are requesting to purchase a CT-40 Contraband Team Inspection Kit which includes a Videoscope Inspection System used to probe fuel tanks and crevices for the detection of narcotics/contraband. This kit has all of the tools needed for this purpose.

This kit will be purchased through CSECO (Campbell Security Equipment Company), who is the sole manufacturer/distributor of this product. They have included a Sole Source Declaration document indicating such. The purchase price is \$19,074.00, which is 100% funded through the grant.

Please consider placing on the next available City Council meeting.



Campbell/Harris
SECURITY EQUIPMENT COMPANY

875-A Island Drive #356, Alameda, CA 94502-6768 USA Ph: 510.864.8010 Fax: 510.864.8013 info@cseco.com

25 July 2022

Justin Pannell
Wharton PD
Wharton, TX

Sole Source Declaration

1. Campbell Security Equipment Company (CSECO) is the sole manufacturer/distributor of the *CT-40 Contraband Team Inspection Kit*, *CT-30 Contraband Team Inspection Kit*, *Buster K910G Contraband Detector Kit*, and related items. This equipment was developed under exclusive contract for the U. S. Customs Service in 1982, and was maintained as a restricted, "U. S. Government only" item, until 1996, at which time it was released for distribution to domestic state and local Law Enforcement Agencies (LEAs).

The Buster K910 Kit is also identified as the "*Mini-Buster-Kit*" as supplied to domestic LEAs under the restricted Federal ONDCP-CTAC Technology Transfer Program.

The design details, performance details, and application techniques involved with the use of the equipment are proprietary to CSECO, and to the U. S. Government. Constant vigilance is maintained to avoid release of this information outside of the approved Law Enforcement Agency environment.

2. Due to the restricted LEA sensitive nature of the equipment, CSECO sells directly to domestic end users. The ultimate destination cannot be controlled, and the security of training and application feedback is not assured with a dealer network.
3. At the request of U. S. Customs, access to detailed pricing and product information is available through CSECO's Web Site (www.cseco.com) and is restricted to LEAs only.
4. CSECO is solely responsible for liaison with foreign countries.
5. CSECO maintains a published "Federal Price List" establishing a price structure for U. S. Government procurement.

CSECO accepts the provisions of Section 1122 and will sell its equipment directly to state and local LEAs, at Federal Prices, but without being required to go through the Federal Procurement System.

Anthony

Anthony C. Harris, Director



Campbell/Harris
SECURITY EQUIPMENT COMPANY

ph: 713-875-1389

875--A Island Drive #356, Alameda, CA 94502-6768 USA Ph: 510.864.8010 Fax: 510.864.8013 info@cseco.com

25 July 2022

Justin Pannell
Wharton PD
Wharton, TX

j.pannell@cityofwharton.com

Dear Justin,

Below please find our firm quote for our CT-40 Contraband Team Inspection Kit:

CT-40 Contraband Team Inspection Kit

1 each @ \$18,999.00

Each kit includes:

- Perfect Vision® V20 Videoscope Inspection System with 80" 2-way articulating fuel-proof Tungsten armor cable, built-in power supply and LED lighting
- K910G Buster Contraband Detector with Backlight Display
- CT-PTK Personal Tool Kit
- RAD-Aware® Early Radiation Warning Alarm
- Remote Display with 4' Cable
- Calibration Block
- Holster, Headset, batteries, and Manual
- LRF-1 LEICA Laser Rangefinder
- PM-10 Telescoping Inspection Mirror with Flashlight
- P-41X Heavy Duty Expandable Steel Inspection Probe Kit
- 6 each PN-30 Pocket Pencil Inspection Probes
- CT-30F Waterproof lightweight "Pelican" Custom Carrying Case
- Complimentary one (1) year warranty on factory parts and labor.
- *Included Components:* Sun Shield (\$100) and Neck Strap (\$50)
- CSECO Hammer Probe

Shipping Fee = \$75.00

Total = \$19,074.00

Terms are net 30 days, wire transfer or check only, with anticipated delivery in 45-60 days. Warranty is one year, factory defects only.

Please let me know if you have any questions.

Sincerely,

Anthony

Anthony Harris, Director of Domestic Sales and Training

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE PURCHASE OF A CONTRABAND TEAM INSPECTION KIT FOR THE WHARTON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, The City of Wharton Police Department requests to purchase a Contraband Team Inspection Kit through the Governor’s Lone Star Grant; and,

WHEREAS, The Contraband Team Inspection Kit will be purchased through Campbell Security Equipment Company in the amount of \$19,074.00 and is 100% funded through the grant; and,

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

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

Section I. That the Wharton City Council hereby approves the purchase in the amount of \$19,074.00 to purchase a Contraband Team Inspection Kit for the Wharton Police Department.

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

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

Passed, Approved, and Adopted this 12th day of September 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:	9/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a Professional Engineering Services Contract with Quiddity Engineering, LLC, for the Valhalla Water Well Rehabilitation 2022 and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
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Attached is the Professional Engineering Services Contract with Quiddity Engineering for the Valhalla Water Well Rehabilitation 2022. According to the last inspection, the pump is down 40% of its overall efficiency.

Included is the design, bidding and construction oversight of the rework:

<u>TASK</u>	<u>ESTIMATED COST</u>
A. Design Phase:	\$8,500.00
B. Bidding Phase:	\$3,500.00
C. Construction Phase:	\$12,000.00
D. Additional Engineering Services	\$4,000.00
E. Field Project Representation:	\$15,000.00
F. Reimbursable Expenses	<u>\$1,000.00</u>
Estimated Hourly Fee:	\$45,000.00

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

City Manager: Joseph R. Pace	Date: Thursday, September 8, 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: September 7, 2022
To: Mr. Joseph R. Pace, City Manager
From: Anthony Arcidiacono, Public Works Director
Re: Valhalla Water Well Rehabilitation 2022

Attached please find the contract from Quiddity Engineering for the emergency rework of the Valhalla Water Well. According to the last inspection, the pump is down 40% of its overall efficiency.

This includes the design, bidding and construction oversight of the rework.

<u>TASK</u>	<u>ESTIMATED COST</u>
A. Design Phase:	\$8,500.00
B. Bidding Phase:	\$3,500.00
C. Construction Phase:	\$12,000.00
D. Additional Engineering Services	\$4,000.00
E. Field Project Representation:	\$15,000.00
F. Reimbursable Expenses	<u>\$1,000.00</u>
Estimated Hourly Fee:	\$45,000.00

I would like this placed on the City Council agenda for September 12, 2022.

Should you have any questions, please contact me.

Thank you.

STATE OF TEXAS §
 §
 COUNTY OF WHARTON §

PROFESSIONAL ENGINEERING SERVICES CONTRACT

This is a Contract between the CITY OF WHARTON (“CITY”), acting by and through its Wharton City Council and duly authorized Honorable Mayor, Tim Barker; and Quiddity Engineering, LLC, a Texas corporation and independent contractor, doing business in Texas (“Engineer”), acting herein by its duly authorized Director of Business Development, Matthew B. Breazeale, PE, hereafter referred to as “party” or “parties”.

WHEREAS, the CITY desires to engage Engineer as an independent contractor to render certain technical and professional services necessary to complete the Project described as: **Valhalla Water Well Rehabilitation 2022**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Services

Engineer agrees to perform the technical and professional services described in Exhibit "A" attached hereto and incorporated herein for all purposes. The parties by mutual agreement may provide for additional technical and professional services to be performed under the terms and conditions of this Contract and described under any additional “Work Orders” issued pursuant to Paragraph 12 of this Contract.

2. Compensation

CITY will pay Engineer for the technical and professional services described in Exhibit "A" in accordance with the Performance Schedule as outlined Exhibit "C," and for a cost reimbursable, initial total amount of Basic Services Compensation which shall be an hourly amount of **\$45,000** for work relating to the above described Project, as financially outlined in Exhibit “B.”

3. Method of Payment

A. Compensation under all invoices shall be in accordance with hourly time spent on engineering work completed up to the hourly amount of the Contract. If additional hours are needed to complete the task the engineer will notify the City and request authorization for the additional work. CITY shall pay Engineer its fees based on the presentation by Engineer to CITY of a monthly summary statement for all current amounts earned under the Contract, including the identity of persons engaged on the Project, their time, hourly rates and reimbursable

charges. All necessary supporting documentation consisting of timesheets, travel vouchers, and third-party receipts and invoices confirming and verifying the accuracy of the fees and expenses will be maintained by the Engineer at its Bellaire, Texas offices for three (3) years after Project completion and will be made available for CITY audit upon request. CITY will then attempt to pay Engineer its fees within ten (10) calendar days after the CITY approval, but in no event later than thirty (30) calendar days after presentation of an accurate monthly statement by Engineer to CITY. A charge of 6% per annum may be added to its billing for any delinquent payments not made by the CITY within thirty (30) calendar days. CITY shall have initial sole discretion in the approval or disapproval of any compensation to Engineer, and any disputed amounts will be discussed and negotiated in good faith between the senior management of CITY and Engineer.

- B. Engineer shall keep the above referenced accurate records of any technical, professional, hourly and reimbursable services included within the Scope of Services described in Exhibit "A." It is recognized and acknowledged by Engineer that the CITY is a tax-exempt, public municipal corporation, and that the CITY can provide Engineer with certificates demonstrating the CITY's tax exempt status and that Engineer shall not incur taxes that will be passed through to the CITY, including no application of sales taxes to boundary surveys.

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional engineer under similar circumstances for a similar project, and shall provide professional consultations and advice to the CITY during the performance of the services under this Contract as outlined in the Scope of Services.

5. Ownership of Documents

- A. As part of the total compensation which CITY has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Engineer are, and will remain, the property of the CITY. Engineer shall have the right to use such work products for Engineer's purposes on this Project. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the Services. CITY agrees that it will use such documents solely in connection with the Project covered by this Agreement and for no other purpose. Drawings and reports will be provided to CITY on both paper and electronic file formats.

The completed tracings and master specifications sheets shall remain the property of the Engineer, and reproduction of them in whole or in part, shall not be used on additions to the Project or on any other project, except upon separate, future written Agreement between the CITY and Engineer.

- B. Copyright or Patent Infringement Indemnification: **THE ENGINEER SHALL DEFEND ACTIONS OR CLAIMS CHARGING INFRINGEMENT OF ANY COPYRIGHT OR PATENT BY REASON OF THE USE OR ADOPTION OF ANY DESIGNS, DRAWINGS OR SPECIFICATIONS SUPPLIED BY HIM, AND HE SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER FROM LOSS OR DAMAGE RESULTING THEREFROM, PROVIDING HOWEVER, THAT THE OWNER, WITHIN FIVE (5) CALENDAR DAYS AFTER RECEIPT OF ANY NOTICE OF INFRINGEMENT OR OF SUMMONS IN ANY ACTION THEREFOR, SHALL HAVE FORWARDED THE SAME TO THE ENGINEER IN WRITING.**

6. Insurance

- A. The Engineer agrees to maintain for the duration of this Contract, the insurance coverages and limits as described below. The Engineer must deliver to the CITY a certificate(s) of insurance evidencing that such policies are in full force and effect within five (5) business days of notification of the CITY’S intent to award a Contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the Contract acceptance to be rescinded by the City. The CITY reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the CITY’S review or acceptance of insurance coverage to be maintained by Engineer, is not intended to, nor shall in any manner limit or qualify the liability and obligations assumed by the Engineer under the Contract.

- (1) Commercial General Liability Insurance – Limit of liability not less than \$1,000,000.00 per occurrence. Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent, providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent engineering subconsultant/subcontractor contractual liability.
- (2) Professional Errors and Omissions Liability Insurance – Limit of liability not less than \$2,000,000.00 per claim(s) made. Engineer agrees to maintain Professional (Errors & Omissions) Liability coverage to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay damages by reason of any act, malpractice, error or omission of the Engineer, or any person employed or acting on the Engineer’s behalf

(including but not limited to subconsultants/subcontractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this Contract, and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased, with a minimum reporting period not less than two (2) years after the completion of this Contract. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

- (3) Comprehensive Business Automobile Liability Insurance – Limit of liability not less than \$1,000,000.00 per occurrence. Engineer agrees to maintain a standard ISO version Business Automobile Liability policy, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirements shall be amended to allow the Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.
- (4) Workers' Compensation Insurance & Employers' Liability Insurance – Texas Statutory minimum coverage and 500,000.00/\$500,000.00/\$500,000.00 coverages. The Engineer agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Engineer shall require the subconsultant/subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subconsultant/subcontractor.

- B. Engineer shall add the City of Wharton, together with its Council Members, officers and employees, as "Additional Insureds" on all required insurance policies, except worker's compensation, employers' liability and professional errors and omissions insurance.
- C. The Certificate of Insurance shall be completed by an agent authorized to bind the named underwriter(s) and their respective company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required basic information referenced or indicated thereon. CITY shall have no duty to pay or perform under this Contract until such Certificate(s) shall have been delivered to CITY and no officer, employee or agent of CITY shall have the authority to waive this requirement.

CITY reserves the right to review the insurance requirements of this Paragraph 6. during the effective period of this Contract and any extension or renewal hereof, and to modify insurance coverages and respective limits when deemed necessary and prudent by the CITY, based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will CITY allow

modification whereupon CITY may incur increased risk. Engineer may be entitled to more or less compensation depending upon the City's actions regarding any insurance coverage adjustments.

The Engineer's financial integrity is an essential consideration for the CITY, therefore, subject to the Engineer's right to maintain reasonable deductibles in such amounts as are approved by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the actual full insurance policies and all endorsements thereto, as they apply to the coverage limits required by CITY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto, or dictated by the underwriter of any such policies). Upon such request by CITY, Engineer shall exercise reasonable efforts to accomplish such changes and policy coverages, and Engineer shall pay any adjusted cost thereof, prior to seeking any Contract price adjustment from the CITY.

Engineer agrees that with respect to the above requirements, all insurance Contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Appropriate insurance coverages shall include coverages for Engineer's obligations contained in the Contract.
2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Wharton, as an Additional Insured shown on the policy.
3. Workers' Compensation and Employers' Liability policies will provide a waiver of subrogation in favor of the City of Wharton.
4. Engineer and/or insurance underwriter shall notify CITY in the event any notice of cancellation, non-renewal or material change in coverage occurs, and shall give such notices not less than thirty (30) calendar days prior to the change, or cancellation, or due to non-payment of premiums, which notice must be accomplished by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

City of Wharton
City Manager
120 E. Caney Street
Wharton, Texas 77488

If Engineer fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance coverage(s), and deduct and retain the amount of the premiums for such insurance coverage(s) from any sums earned and due to Engineer under the Contract;

however, procuring of said insurance by CITY is an alternative to the other remedies CITY may have, and is not the exclusive remedy for failure of Engineer to maintain said insurance or to secure such endorsement(s). In addition to any other remedies CITY may have upon Engineer's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, CITY shall have the right to order Engineer to stop work hereunder, and/or withhold any payments(s) which become due to Engineer hereunder, until Engineer demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Engineer may be held responsible for payments of proven damages to persons or property resulting from any Engineer's, its employees', or agents' negligent performance of work covered under this Contract.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF WHARTON AND ITS RESPECTIVE COUNCIL MEMBERS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF ENGINEER OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OF PERFORMANCE OF THIS CONTRACT.

TO THE EXTENT ALLOWED BY TEXAS LAW GOVERNING PUBLIC ENTITIES, ENGINEER'S TOTAL LIABILITY TO CITY FOR ANY LOSS OR DAMAGES FROM CLAIMS ARISING OUT OF, OR IN CONNECTION WITH, THIS CONTRACT FROM ANY CAUSE INCLUDING ENGINEER'S STRICT LIABILITY, BREACH OF CONTRACT, OR PROFESSIONAL NEGLIGENCE, ERRORS AND OMISSIONS, SHALL NOT EXCEED THE RESPECTIVE AND APPROPRIATE LIMITS OF THE ENGINEER'S VARIOUS LIABILITY INSURANCE COVERAGES AS SPECIFIED IN PARAGRAPH 6 A. (1) – (4) HEREIN. SHOULD ANY INDEMNIFIED LOSS NOT BE COVERED BY SUCH INSURANCE POLICIES AND LIMITS, THEN THE ENGINEER'S TOTAL LIABILITY FOR ANY LOSS SHALL NOT EXCEED ONE MILLION DOLLARS. CITY HEREBY RELEASES ENGINEER FROM ANY LIABILITY EXCEEDING SUCH AMOUNTS.

8. Addresses for Notices and CommunicationsCITY

City of Wharton
 City Manager
 120 E. Caney Street
 Wharton, Texas 77488
 Attn: Joseph Pace
 City Manager
 Telephone: (979) 532-2491

NOTE:

CITY DESIGNATED PROJECT
 REPRESENTATIVE SHALL BE
 IDENTIFIED IN EXHIBIT "D".

Engineer

Quiddity Engineering, LLC
 2322 West Grand Parkway North, Suite 150
 Katy, Texas 77449-7820
 Attn: Matthew B. Breazeale, PE
 Telephone 832.913.4000

All notices and communications under this Contract shall be mailed or hand delivered to the CITY and Engineer at the above addresses, and sender shall retain a receipt of such delivery.

9. Successors and Assignments

The CITY or Engineer each binds itself and its successors, executors, administrators and assigns to the other party of this Contract in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither the CITY nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any City Council Member, officer, or employee of the CITY.

10. Termination of Contract for Cause

If, through any cause, Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Engineer shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to Engineer of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the CITY, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder

provided such compensation is approved by the CITY in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract.

Notwithstanding the above, Engineer shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and the CITY may withhold any payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due the CITY, from Engineer, is determined.

Engineer agrees that the CITY shall have all rights and remedies afforded to it at law to recover any damages sustained by the CITY in connection with the work performed by Engineer under the Contract. In the alternative, the CITY shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. 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.

11. Termination for Convenience of the Parties

Engineer or the CITY may terminate this Contract for its convenience at any time by giving at least thirty (30) calendar days notice in writing to the other party. If the Contract is terminated by the CITY and/or Engineer as provided herein, Engineer will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the CITY, in its sole discretion. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the CITY, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the CITY in its sole discretion. The method of compensation herein shall be as provided in Paragraph 3.A. of this Contract and as detailed in the Exhibits.

Notwithstanding the above, Engineer shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and the CITY may withhold any payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due the CITY from Engineer is determined.

Engineer agrees that the CITY shall have all rights and remedies afforded to it at law to recover any damages sustained by the CITY in connection with the work performed by Engineer under the Contract. In the alternative, the CITY shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. 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.

12. Changes

The CITY may, from time to time, request changes in the Scope of the Services of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, or time for performance, which are mutually agreed upon by and between the CITY and Engineer, shall be incorporated in written amendments to this Contract. Any such "Work Orders" shall be executed by the Mayor of the CITY, or his other authorized representative as may be designated by the City Council.

13. Reports and Information

Engineer, at such times and in such forms as the CITY may reasonably require, shall furnish the CITY such periodic reports as CITY may reasonably request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Pursuant to Chapters 106 and 110 of the Texas Civil Practice and Remedies Code and CITY local policies, no person shall, on the grounds of race, religion, gender, sexual orientation, age, physically challenged condition or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Engineer and the CITY.

15. Incorporation of Provisions Required by Law

Each provision and clause required by State and federal law to be inserted into this Contract shall be mutually deemed to be included herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract and its Exhibits "A" – "D", and any future written Work Orders constitute the entire agreement, and supersedes all prior draft or oral agreements and informal understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to later enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Engineer under this Contract **ARE OF THE ESSENCE OF THIS CONTRACT** and shall survive the execution, delivery and termination of it, and all statements by Engineer contained in any document required by the CITY, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that the CITY or Engineer shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond the control of the CITY or Engineer, and the CITY or Engineer have taken reasonable measures to remove or mitigate such Force Majeure, then the CITY or Engineer may be excused from any further performance of their respective obligations and undertakings, or said obligations and undertakings shall be reasonably and mutually modified by the parties.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Wharton County, Texas.

22. Time for Performance

Engineer's technical and professional services described in Exhibit "A" shall be completed in accordance with the Performance Schedule as outlined in Exhibit "C," except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or; (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-breaching or non-negligent party shall be entitled to reasonable attorney's fees and court costs, and any necessary supporting disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. 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.

25. State or Federal Laws

This Contract is subject to all applicable federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, State or federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any party's right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any third-party person or entity, other than the parties hereto.

27. Dispute Resolution

In the event a dispute arises between the parties to this Contract, then as a condition precedent to any legal action by either party, or binding arbitration, the parties shall first refer the dispute to upper management for good faith negotiations for ten (10) calendar days, and if not then resolved, then the parties agree to participate in at least one session of non-binding mediation, as needed, in an effort to resolve the dispute. The parties agree to split the mediator's fees equally, but each party shall bear its own legal fees for the mediation. The mediation shall be administered by a mutually agreeable mediation service and shall be held in Wharton County, Texas, unless another location is mutually agreed upon. If the parties cannot agree on a mediation service or mediator, then the matter shall be submitted to the American Arbitration Association, Dallas or Houston Division, for further administration.

EXECUTED in triplicate originals on this 19 day of August, 2022.

By: [Signature]
Name: Matt Breazeale
Title: Vice President

EXECUTED in triplicate originals on this _____ day of _____, 2022.

CITY OF WHARTON

ATTEST:

Name: Paula Favors
Title: City Secretary

By: _____
Name: Tim Barker
Title: Mayor

THE STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on the _____ day of _____, 2022, by the Honorable TIM BARKER, Mayor of the CITY OF WHARTON, TEXAS.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on the 19 day of August, 2022, by Matt Breazeale, of Quiddity Engineering LLC, a Texas corporation on behalf of said corporation.

[Signature]

Notary Public, State of Texas

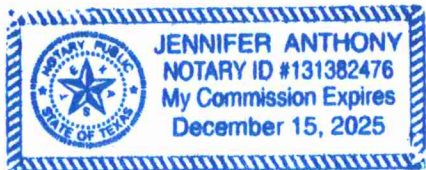


EXHIBIT "A"

DESIGN AND CONSTRUCTION OBSERVATION SCOPE OF SERVICES FOR THE CITY OF WHARTON VALHALLA WATER WELL REHABILITATION 2022

- I. THE Engineer agrees to perform the following Engineering services for the PROJECT:
- A. General: The Engineer shall serve as the CITY'S professional representative in the planning design and submission of the Project, and shall give consultation and advice to the CITY during the performance of his Services. The Project consists of completion of a water well rework design, bidding, and construction oversight.
- B. Scope of Services:
- a. Updating the water well profile drawing.
 - b. Collection and analysis of the existing performance data.
 - c. Design and preparation of any necessary details.
 - d. Preparation of technical specifications and contract documents.
 - e. Respond to questions during the bidding process and the preparation of any necessary addenda.
 - f. Attendance at pre-bid meeting and preconstruction meeting.
 - g. Review of bids, tabulation, and issuance of a recommendation for award.
 - h. Review of shop drawings and submittals.
 - i. Review of television surveys and recommendations based on their content.
 - j. Attend shop inspections.
 - k. Design and selection of replacement pump.
 - l. Review of progress payment requests and change orders.
 - m. Respond to questions.
 - n. On-call field project representation to assist the City Inspector as needed.
 - o. Final inspection and preparation of punch list.
 - p. Review of Operation and Maintenance Manuals.
- C. Reimbursable Services of the Engineer: Reimbursable services shall include the following items when authorized in advance and in writing by the CITY: transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone calls as required to monitor the work of the Contractor; reproduction of drawings and specifications in addition to those already specified in Paragraphs I.B.(1)(e) of Exhibit "A" to this Contract.

II. The CITY agrees to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

a. Access to the Work: The CITY shall guarantee access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project.

b. Consideration of the Engineer's Work: The CITY shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.

c. Legal Requirements: The CITY shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

d. Proposals: The CITY shall advertise for Bids or Competitive Sealed Proposals from prospective contractors, open the Bids or Competitive Sealed Proposals at the appointed time and place and pay all costs incidental thereto.

e. Protection of Markers: The CITY shall protect to the best of its ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the CITY as extra services of the Engineer.

f. Standards: The CITY shall furnish the Engineer with a copy of any local design and construction standards and related documents that the CITY shall require the Engineer to review, revise and follow in the preparation of final Contract Documents for the Project.

g. CITY'S Representative: The CITY shall designate in writing, in Exhibit "D" to this Contract, a single person to act as the CITY'S Representative with respect to the work to be performed under this Contract. The person designated as CITY'S Representative shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Contract.

h. No Special or Consequential Damages: In no event shall Engineer be liable or obligated in any manner for special, consequential, or indirect damages, including by way of example but not by way of limitation, such (non-actual) damages as CITY may incur such as loss of use of property or equipment, loss of utility or airport profits, public plant or unit downtime.

EXHIBIT "B"

COMPENSATION FOR ENGINEERING SERVICES FOR THE CITY OF WHARTON VALHALLA WATER WELL REHABILITATION 2022

I. THE CITY'S PAYMENTS TO THE ENGINEER:

A. General:

(1) Definitions of Construction Cost of the Project, as herein referred to, means the total cost of all work designed or specified by the Engineer, but does not include any payments to the Engineer or other consultants.

(2) Payments Withheld from Contractors: No deduction shall be made from the Engineer's compensation on account of any liquidated damages, or other amounts rightfully withheld from payments to Contractors.

(3) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part by the CITY, the Engineer shall be paid for satisfactory services performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with any reasonable terminal expenses resulting therefrom, and including a profit commensurate to the profit margin provided for in Additional Services.

(4) Progress Payments: Once each month, the CITY shall pay the Engineer for professional services performed under Paragraphs 2. and 3. of this Contract in proportion to services performed during the period.

B. Payments for Basic Services of the Engineer: The CITY shall pay the Engineer for the Basic Services described in Paragraph 2. of this Contract, an hourly amount of \$45,000, with progress payments as herein provided.

C. Payments for Additional Services of the Engineer: The Engineer shall be reimbursed according to Attachment One, Schedule of Charges for any Additional Services authorized by the CITY and outlined under Paragraph I.C. of Exhibit "A". The potential Additional Services on this Project, along with the estimated costs thereof, are presented in Exhibit "B", Attachment "Two", Schedule of Additional and Reimbursable Services.

D. Payment for Reimbursable Services of the Engineer: The Engineer shall be reimbursed at cost plus 10% for the reimbursable services outlined under Paragraph I.D. of Exhibit "A". At the CITY'S option, it may elect to directly pay those persons, companies, corporations, etc., providing reimbursable services to the Engineer, thus avoiding the 10% surcharge the Engineer would be entitled to if the Engineer is responsible for making payment to vendors, subconsultants and subcontractors.

EXHIBIT “B”

**ATTACHMENT ONE
SCHEDULE OF CHARGES**

I. Compensation for Engineering services pursuant to hourly rate schedule shown in Exhibit “B” Attachment Two with an hourly amount shown below.

<u>TASK</u>	<u>ESTIMATED COST</u>
A. Design Phase:	\$8,500.00
B. Bidding Phase:	\$3,500.00
C. Construction Phase:	\$12,000.00
D. Additional Engineering Services	\$4,000.00
E. Field Project Representation:	\$15,000.00
F. Reimbursable Expenses	<u>\$1,000.00</u>
Estimated Hourly Fee:	\$45,000.00

If other Additional or Reimbursable Services are required to complete this Project, the estimated costs for these tasks will be presented to the CITY pursuant to Paragraph 12 of the Contract for negotiation and approval, once their need and magnitude are mutually determined.

Subcontract costs shall be billed at invoice cost plus 10% for oversight, administration, and processing paperwork.

III. KEY PERSONNEL:

A. Engineer proposes to perform the Services described above through the Bellaire Office, Stephanie S. Kaspar, PE, Project Manager will establish Project requirements; determine Engineer’s policy matters; ensure satisfactory completion of the Engineering work; and be directly responsible for the Project. The Project Manager shall not be removed from the Project assignment without the written approval of the CITY.

B. Additional Key Personnel listed below shall not be removed from the Project assignment without the written approval of the CITY:

Matthew B. Breazeale, PE

EXHIBIT "B"
ATTACHMENT TWO
SCHEDULE OF PROJECTED REIMBURSABLE SERVICES



SCHEDULE OF HOURLY RATES
 Effective January 2021 - Subject to Annual Revision

ENGINEERING PERSONNEL

Design Engineer I	\$110
Design Engineer II	\$130
Professional Engineer I	\$150
Professional Engineer II	\$170
Professional Engineer III	\$195
Professional Engineer IV	\$225
Professional Engineer V	\$240
Practice Leader	\$260

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$120
Electrical Design Engineer II	\$140
Electrical Professional Engineer I	\$165
Electrical Professional Engineer II	\$180
Electrical Professional Engineer III	\$200
Electrical Professional Engineer IV	\$235
Electrical Professional Engineer V	\$250

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$110
Construction Manager II	\$130
Construction Manager III	\$150
Construction Manager IV	\$170
Construction Manager V	\$195
Field Project Representative I	\$ 65
Field Project Representative II	\$ 90
Field Project Representative III	\$110
Specialist Field Project Representative I	\$120
Specialist Field Project Representative II	\$135
Senior Specialist Field Project Representative	\$150

SPECIALIST

Specialist I	\$100
Specialist II	\$125
Specialist III	\$195
Specialist IV	\$240

PLANNING PERSONNEL

Planner I	\$ 95
Planner II	\$125
Planner III	\$155
Planner Manager	\$225

DESIGNERS/DRAFTING PERSONNEL

CAD Operator I	\$ 60
CAD Operator II	\$ 85
CAD Operator III	\$100
Designer I	\$100
Designer II	\$120
Designer III	\$140
GIS I	\$ 85
GIS II	\$110
GIS III	\$145
GIS IV	\$180

SURVEYING PERSONNEL

1-Person Field Crew	\$130
2-Person Field Crew	\$180
3-Person Field Crew	\$220
4-Person Field Crew	\$250
Scanner Equipment	\$100
Survey Technician I	\$ 85
Survey Technician II	\$ 95
Project Surveyor I	\$ 90
Project Surveyor II	\$105
Project Surveyor III	\$125
Project Surveyor IV	\$150
Chief of Survey Crews	\$110
Certified Photogrammetrist	\$140
Remote Pilot I	\$ 85
Remote Pilot II	\$115
Remote Pilot III	\$150
Visual Observer	\$ 85
LIDAR Tech	\$ 95
Aerial Tech	\$ 80
Registered Professional Land Surveyor	\$170
Survey Manager	\$195

OFFICE PERSONNEL

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 60
Admin II	\$ 80
Admin III	\$105
Assistant Controller/ Chief Accountant	\$120
Corporate/Project Accountant	\$100

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100

Revised 01/01/2022 - Name Change

EXHIBIT "C"

PERFORMANCE SCHEDULE FOR ENGINEERING SERVICES ON THE CITY OF WHARTON VALHALLA WATER WELL REHABILITATION 2022

I. Engineer understands that the Project Scope of Services outlined herein should be completed within two hundred and ten (210) calendar days. Engineer proposes to initiate the Project five (5) days after CITY's written authorization to proceed. It is understood that Engineer's ability to complete the sequential tasks and design phases within the established time frames is dependent, in large part, on the receipt of any existing, available, and necessary data from CITY at the beginning of the Project, and CITY's timely response to Engineer with review comments and input.

Schedule

Design Phase	30 calendar days
Bidding Phase	60 calendar days
Construction Phase	90 calendar days
<u>Project Close Out & O&M's</u>	<u>30 calendar days*</u>
TOTAL DURATION	210 calendar days

EXHIBIT “D”

**CITY’S DESIGNATED PROJECT REPRESENTATIVE FOR THE CITY
OF WHARTON VALHALLA WATER WELL REHABILITATION 2022**

- I. Amy Horelica

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH QUIDDITY ENGINEERING, LLC FOR THE VALHALLA WATER WELL REHABILITATION 2022 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 Professional Engineering Services Contract between the City of Wharton and Quiddity Engineering, LLC, for the Valhalla Water Well Rehabilitation 2022; and,

WHEREAS, The City of Wharton and Quiddity Engineering, LLC wishes to be bound by the conditions as set forth in 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 approves a contract between the City of Wharton and Quiddity Engineering, LLC, for the Valhalla Water Well Rehabilitation 2022.

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

Section III. The City of Wharton and Quiddity Engineering, LLC, are hereby bound by the conditions as set forth in the contract.

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

Passed, Approved, and Adopted this the 12th day of September 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:	9/12/2022	Agenda Item:	Wharton County Emergency Services District No. 3: A. Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for Emergency Medical Services between the City of Wharton and the Wharton County Emergency Services District (ESD) No. 3 and authorizing the Mayor of the City of Wharton to execute the agreement. B. Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement for Administrative Services between the City of Wharton and the Wharton County Emergency Services District (ESD) No. 3 and authorizing the Mayor of the City of Wharton to execute the agreement.
<p>Attached is a copy of the memorandum from City Secretary, Paula Favors, to me providing the Wharton County Emergency Services District (ESD) No. 3's recommendation that both Items A & B above be considered for approval by the City Council.</p> <p>Attached is a draft copy of both agreements respectively and draft resolutions approving each agreement.</p> <p>Ms. Favors, will be available to answer questions regarding the ESD No. 3 during the meeting.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 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: September 8, 2022
From: Paula Favors, City Secretary
To: Joseph R. Pace, City Manager
Subject: Wharton County Emergency Services District (ESD) No. 3

Attached is a copy of Amendment No. 8 - Interlocal Agreement for administrative services between the Wharton County Emergency Services District (ESD) No. 3 and The City of Wharton. The ESD Board met on Thursday, September 8, 2022, and approved the agreement.

Also, attached is a copy of Amendment No. 7 - Interlocal Agreement for Emergency Medical Services between the Wharton County Emergency Services District (ESD) No. 3 and The City of Wharton EMS. The ESD Board also approved the agreement on Thursday, September 8, 2022.

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

STATE OF TEXAS §
 COUNTY OF WHARTON §

AMENDMENT NO. 7

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WHARTON AND
 THE WHARTON COUNTY EMERGENCY SERVICES DISTRICT (ESD) NO. 3
 FOR EMERGENCY MEDICAL SERVICES.**

An amendment to the franchise agreement dated September 11, 2014 by and between the **CITY OF WHARTON, TEXAS**, a municipal corporation, hereinafter referred to as “City,” and **WHARTON COUNTY EMERGENCY SERVICES DISTRICT (ESD) NO. 3** is made this 8th day of September 2022:

This amendment shall remain as written and shall be made a part of the original interlocal agreement as follows:

II.

TERM; EARLY TERMINATION

A. The term of this Contract will be for the period beginning October 1, 2022-through September 30, 2023. The original contract may be extended on a yearly basis upon written agreement by both parties, not to exceed twenty years. However, funding for each Fiscal Year period beyond Fiscal Year 2016 (October 1, 2015 – September 30, 2016) shall be effective only upon approval by the District of the City’s funding request for each successive fiscal year and upon specific appropriations for EMS service funding in the successive District Fiscal Year budgets. The District makes no commitment to pay for any services through the appropriation of funds beyond those currently on hand or specifically budgeted and appropriated for the applicable Fiscal Year. Under no circumstances has the District agreed to pay funds for EMS services to the City except upon the approval, from time to time, of the referenced funding request.

III.
TERMS OF COMPENSATION

Section A: Payments by the DISTRICT:

(a) During the term of this Agreement, the compensation to be paid by DISTRICT to CITY OF WHARTON for the services to be provided by CITY OF WHARTON hereunder shall be as follows: DISTRICT shall to pay to CITY OF WHARTON the amount of \$1,853,681. for the period October 1, 2022 through September 30, 2023. The payment for the fiscal year's Compensation shall be made in (3) three payments, \$200,000 paid on or before the 15th day of December 2022, \$200,000 paid on or before the 15th day of January 2023 and the remainder of the balance on or before the 15th day of February 2023.

Effective Date:

This amendment shall be effective the 1st day of October 2022.

**Passed and Approved by the Wharton County Emergency Services District (ESD)
No. 3 this the 8th day of September 2022.**

CITY OF WHARTON, TEXAS

**WHARTON COUNTY
EMERGENCY SERVICES
DISTRICT (ESD) NO. 3**

By: _____
Tim Barker
Mayor

By: _____
Herman Wolff, Jr.
President

ATTEST:

ATTEST:

By: _____
Paula Favors
City Secretary

By: _____
Kenneth Wittig
Secretary

APPROVED AS TO FORM:

Paul Webb
City Attorney

Howard Singleton
ESD No. 3 Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on _____ 2022,
by Herman Wolff, Jr., President of Wharton County Emergency Services District No. 3
on behalf of said organization.

Notary Public, State of Texas

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

STATE OF TEXAS §
COUNTY OF WHARTON §

AMENDMENT NO. 8
INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN
THE WHARTON COUNTY EMERGENCY SERVICES DISTRICT (ESD) NO. 3
AND
THE CITY OF WHARTON

An amendment to the franchise agreement dated September 8, 2016 by and between the **CITY OF WHARTON, TEXAS**, a municipal corporation, hereinafter referred to as “City,” and **WHARTON COUNTY EMERGENCY SERVICES DISTRICT (ESD) NO. 3** is made this 8th day of September 2022:

This amendment shall remain as written and shall be made a part of the original interlocal agreement as follows:

Section VI. Shall hereby be amended as follows:

This agreement shall take effect on the 1st day of October 2022 and continue on a year-to-year basis.

Effective Date:

This amendment shall be effective the 1st day of October 2022.

**Passed and Approved by the Wharton County Emergency Services District (ESD)
No. 3 this the 8th day of September 2022.**

City of Wharton
Wharton County Emergency Services District (ESD) No. 3
Interlocal Agreement Amendment No. 8
Page 2 of 3

CITY OF WHARTON, TEXAS

**WHARTON COUNTY
EMERGENCY SERVICES
DISTRICT (ESD) NO. 3**

By: _____

Tim Barker
Mayor

By: _____

Herman Wolff, Jr.
President

ATTEST:

ATTEST:

By: _____

Paula Favors
City Secretary

By: _____

Kenneth Wittig
Secretary

APPROVED AS TO FORM:

Paul Webb
City Attorney

Howard Singleton
ESD No. 3 Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on _____ 2022,
by Herman Wolff, Jr., President of Wharton County Emergency Services District No. 3
on behalf of said organization.

Notary Public, State of Texas

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

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE WHARTON COUNTY EMERGENCY SERVICES DISTRICT (ESD) NO. 3 AND THE CITY OF WHARTON EMERGENCY MEDICAL SERVICES DEPARTMENT.

WHEREAS, The Wharton County Emergency Services District (ESD) No. 3 Board has hereby authorized the ESD No. 3 President to execute an agreement with the City of Wharton for emergency medical services; and,

WHEREAS, The City of Wharton hereby wishes to enter into an Interlocal Agreement with the Wharton County Emergency Services District (ESD) No. 3 to provide Emergency Medical Services (EMS); and,

WHEREAS, The ESD No. 3 and the City of Wharton wishes to 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. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute an Interlocal Agreement between the City of Wharton and the Wharton County Emergency Services District (ESD) No. 3 for emergency medical services.

Section II. That the City of Wharton and the ESD No. 3 shall hereby be bound by the conditions as set forth in the agreement.

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

Passed, Approved, and Adopted this 12th day of September 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN THE WHARTON COUNTY EMERGENCY SERVICES DISTRICT (ESD) NO. 3 AND THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

WHEREAS, The Wharton County Emergency Services District (ESD) No. 3 Board has hereby authorized the ESD No. 3 President to execute an agreement with the City of Wharton for administrative services; and,

WHEREAS, The ESD No. 3 and the City of Wharton 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 the agreement.

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

Section I. That Wharton City Council hereby approves an Interlocal Agreement between the City of Wharton and the Wharton County Emergency Services District No. 3 for administrative services.

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

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

Passed, Approved, and Adopted this 12th day of September 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	<p>Contract Agreements with the Texas Municipal League Health Benefits Pool (TML Health Benefits Pool):</p> <ul style="list-style-type: none"> A. Resolution: A resolution of the Wharton City Council approving participation of Coverage with The Standard Insurance Company through the Texas Municipal League Health Benefits Pool (TML) Health Benefits Pool for long-term disability, life, accidental death and dismemberment for City employees; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement. B. Resolution: A resolution of the Wharton City Council approving the TML Health Benefits Pool Flexible Spending Arrangement Service Agreement (FSA) a Section 125 Flexible Spending Arrangement (FSA) for the Flexible Spending benefits under Section 125 of the Internal Revenue Code of City Employees; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement. C. Resolution: A resolution of the Wharton City Council approving the Texas Municipal League (TML) Health Benefits Pool COBRA Continuation of Coverage Administrative Agreement and; Authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.
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Attached, you will find the Application for Participation in Coverage Through The Standard received from the TML Health Benefits Pool for the City of Wharton eligible employees long-term disability, life, accidental death and dismemberment coverage. The City of Wharton is currently with the The Standard Insurance Company through TML Health Benefits Pool, and this would be just an updated participation application.

Also, attached is a copy of the memorandum dated September 1, 2022, from City Secretary, Paula Favors, to me indicating the request from the TML Health Benefits Pool to update the application for the benefits. There are no changes in the rates for the Life, AD&D and Long-Term Disability.


Attached, you will find a Section 125 Flexible Spending Arrangement (FSA) Service Agreement from the Texas Municipal League (TML) Health Benefits Pool. The FSA contributions change from the old maximums allowed by law and the new language allows for the City to NOT have to resign every year when the IRS changes maximums.

In the memorandum dated September 1, 2022, from City Secretary, Paula Favors, she stated the only change from the current agreement would be the COBRA the fee structure change from a Per COBRA enrollee per month to a flat fee of \$80.

Attached are copies of all of the draft resolutions approving the agreements. City Staff is recommending City Council consider approving all of the agreements.

Item-11.

City Secretary, Paula Favors, will be available to answer questions.

City Manager: Joseph R. Pace	Date: Thursday, September 8, 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: September 1, 2022
From: Paula Favors, City Secretary
To: Joseph R. Pace, City Manager
Subject: Texas Municipal League (TML) Health Benefits Pool – Service Agreements

Texas Municipal League (TML) Health Benefits Pool contacted my office regarding the update of three of their Service Agreements. The updates are as follows:

1. The Application for Participation in Coverage Through The Standard received from the TML Health Benefits Pool is for the City of Wharton eligible employees long-term disability, life, accidental death and dismemberment coverage. The City of Wharton is currently with the The Standard Insurance Company through TML Health Benefits Pool, and this would be just an updated participation application.
2. The Section 125 Flexible Spending Arrangement (FSA) Service Agreement from the Texas Municipal League (TML) Health Benefits Pool is attached. The FSA contributions change from the old maximums allowed by law and the new language allows for the City to NOT have to resign every year when the IRS changes maximums.
3. The TML Health Benefits Pool COBRA Continuation of Coverage Administrative Agreement current agreement would be the COBRA the fee structure change from a Per COBRA enrollee per month to a flat fee of \$80.

It is the City Staff's recommendation that the City Council consider approving the agreements.

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

Acknowledgment for Participation in Coverage Through The Standard:

THIS ACKNOWLEDGMENT FORM ("Form") is acknowledged by City of Wharton
 ("**Employer/Applicant**") as of the date indicated below (the "**Effective Date**").

Employer/Applicant wishes to participate in certain group insurance coverages provided by Standard Insurance Company ("**The Standard**") as a participating employer in the TML Health Benefits Pool.

Employer/Applicant acknowledges that TML Health has contracted with The Standard to arrange for Pool participants to obtain coverage in The Standard's group insurance products. TML Health is not the insurer of these products and is not responsible for the payment of any benefits thereunder.

Employer/Applicant assumes the responsibility of complying with any IRS requirements (and other State or Federal requirements) as to notices to beneficiaries of benefit payments.

Employer/Applicant authorizes TML Health to act as its agent for the purposes of performing certain administrative functions related to The Standard's group insurance policies. These functions include but are not limited to: (1) maintaining eligibility records; (2) collection of premiums; and (3) holding any insurance policy(ies) for Pool groups.

IN WITNESS WHEREOF, this Form is acknowledged, accepted, and agreed to by Employer/Applicant's authorized representative on the date indicated below.

By: _____
Name: _____
Title: _____
Date: _____

Application for Participation in Coverage Through The Standard

To: TML Health Benefits Pool (TML Health)
 Name of Employer/Applicant: City of Wharton
 Address: 120 East Caney Street
 Wharton TX 77488
 (City) (State) (Zip)

Employer/Applicant wishes to participate in certain group insurance coverages provided by Standard Insurance Company (The Standard) as a participating employer in the TML Health Benefits Pool. The effective date of this insurance coverage is 10/01/2022 or such other date as the eligible employees become covered in accordance with the terms and conditions of the applicable group insurance policy, whichever is later.

Select The Standard group insurance coverage(s) to be available to eligible employees

- Group Basic Life/AD&D Plan (1-45) 10 Line of Duty
- Dependents Life/AD&D – Active Option (1-6) 2
- Additional Life/AD&D
 - Plan 1 (multiples of 0.5 times annual earnings, up to \$300,000)
 - Plan 2 (1 times annual earnings, up to \$300,000)
- Voluntary AD&D
- Retiree (includes reduced amounts of Basic Life/AD&D, Additional Life and Dependent Life)

Specify from these options Long Term Disability Short Term Disability

Benefit percentage:	60%	Benefit %
Maximum Benefit: (per Month [LTD] or Week [STD])	\$5000	Maximum Benefit
Benefit Waiting Period (Days):	90	Benefit Waiting Period
Maximum Benefit Period (Weeks):	To age 65 (ADEA)	Maximum Benefit Period

By this application, the Employer/Applicant agrees and accepts the terms of The Standard group insurance policies (including any amendments which may be adopted from time to time) which are issued to TML Health Benefits Pool as Policyholder for so long as it elects to participate in The Standard's group insurance coverages offered through the TML Health Benefits Pool.

The Employer/Applicant acknowledges that the group policies under which insurance is provided contain(s) numerous optional provisions which are available in order to provide each participating Employer with the ability to select provisions which meet its own needs. It is understood and agreed that only those provisions, which appear in the Certificate provided to the participating Employer, apply to its insurance coverage.

Insurance will become effective upon approval by The Standard at its home office.

Dated at: Wharton, Texas (City, State) City of Wharton (Applicant)
 on: September 12, 2022 (Date) By: - Tim Barker - Mayor (Signature and Title)

Member Information

It is important that you complete this information accurately and promptly return it.

The Member Group's Legal Name (please use punctuation and any abbreviations that apply):

City of Wharton

Address 120 East Caney Street

City Wharton

State/Province Texas

Zip/Postal Code 77488

Are other divisions, subsidiaries, or affiliates covered under this plan? No Yes

If Yes, please list: _____

Decision-maker for member's employee benefits: Paula Favors

Telephone Number 979-532-2491 ext. 225

Fax Number 979-532-0181

E-mail address: pfavors@cityofwharton.com

Plan Administrator/Correspondent Name (if different than above): _____

Telephone Number _____

Fax Number _____

E-mail address: _____

Claims Contact (if different than above): _____

Telephone Number _____

Fax Number _____

E-mail address: _____

Billing Contact (if different than above): _____

Telephone Number _____

Fax Number _____

E-mail address: _____

Name and E-mail address for person who is to receive electronic booklet:

pfavors@cityofwharton.com

Description of eligible employees:

Full time employee working 40 hours a week or more on average

Number of eligible employees: 100 Are any employees excluded? No Yes

If Yes, who Part time Employees

Minimum number of hours the employee must work to be covered (but not less than 20 hours per week): 40

Does the company participate in a Workers' Comp/PERA/PERS Program? No Yes

Member Info (page 2)

Waiting Period (NOTE: Must match Medical Waiting Period)

Present Employees: Are all current employees covered as of the effective date? [] No [x] Yes
If not, do they have the same waiting period as future hires? [x] No [] Yes
If not all employees are being covered, does prior service apply? [] No [] Yes

Future Employees:

[] 1st of the month coinciding with or next following:
_____ day(s) of active employment OR _____ month(s) of active employment
[] The day following completion of:
_____ day(s) of active employment OR _____ month(s) of active employment
[x] No Waiting Period
[] Other, please specify _____

FICA Match: [] No [] Yes Effective Date: _____

Contributions

LTD:

[x] Employer pays 100% of cost
[] Employee pays 100% of cost
[] If cost is shared, _____% is paid by Employer
[x] If Employer pays 100%, is amount grossed up in Employee's annual salary? [x] No [] Yes
[] Are premiums employees pay deducted from pre-tax salary? [] No [] Yes

STD:

[] Employer pays 100% of cost
[] Employee pays 100% of cost
[] If cost is shared, _____% is paid by Employer
[] If Employer pays 100%, is amount grossed up in Employee's annual salary? [] No [] Yes
[] Are premiums employees pay deducted from pre-tax salary? [] No [] Yes

Additional Life/AD&D:

[] Employer pays 100% of cost
[x] Employee pays 100% of cost
[] If cost is shared, _____% is paid by Employer
[] If Employer pays 100%, is amount grossed up in Employee's annual salary? [] No [] Yes
[x] Are premiums employees pay deducted from pre-tax salary? [] No [x] Yes

Prior Plan Information

Does this plan replace other coverage? [] No [] Yes

If so, attach a copy of the prior plan's contract or employee booklet and complete the following:

Table with 4 columns: Coverage, Effective Date (if within 12 months), Termination Date, Prior Carrier Name. Rows include Long Term Disability, Short Term Disability, and Life and AD&D.

Effective Date for The Standard Plan: _____

Anniversary Date: _____

Please Confirm Sold Disability rate(s): LTD _____ STD _____

Please Mark Sold Life Coverages: [] Basic Life _____ Plan #: _____
[] AD&D _____
[] EE Additional Life _____
[] Dependents Life _____ Plan #: _____
[] Voluntary AD&D _____
[] PAI _____
[] Retiree Life _____ Plan #: _____
[] Retiree Dep Life _____

TML Health Benefits Pool

Flexible Spending Arrangement Service Agreement

This FLEXIBLE SPENDING ARRANGEMENT SERVICE AGREEMENT (“Agreement”) for plan administrator services between City of Wharton, (“Plan Sponsor”) and TML MultiState Intergovernmental Employee Benefits Pool d/b/a TML Health Benefits Pool (“TML Health” or “Plan Administrator”) is effective as of the last date of signature.

WITNESSETH:

Section I - The Plan

- 1.1 The Plan Sponsor has adopted an Employee Flexible Spending Arrangement (“FSA” or the “Plan”) under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
- 1.2 The Plan Participants are the employees enrolled in the Plan.
- 1.3 All contributions to the Plan shall be deposited in the name of the Plan with a Bank designated by the Plan Administrator subject to approval of the Plan Sponsor if requested by the Plan Sponsor.
- 1.4 The Plan Sponsor agrees that a healthcare expense reimbursement arrangement is a health plan under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Plan Sponsor agrees that it is the Plan Sponsor's, and not the Plan Administrator's, responsibility to ensure that its healthcare expense reimbursement arrangement plan, if any, is compliant with all relevant sections of HIPAA Title II or any other law.

Section II - The Plan Administrator

- 2.1 The Plan Administrator shall provide consulting services and shall assist the Plan Sponsor in the administration of the FSA.
- 2.2 The Plan Administrator shall have the full responsibility for maintaining accounts for each eligible person electing to participate in the Plan. The Plan Administrator shall arrange for eligible claims payments from funds deposited by the Plan Sponsor as directed by their participating employees. The claims payments shall be made by the Plan Administrator by issuing a check or draft to the participant upon the Plan Bank Account, if such account is provided for this purpose, in an amount equal to the qualified charges from the submitted claim. The claims submitted by the Plan Participants shall be paid within ten days of receipt by the Plan Administrator.
- 2.3 To the extent that information is available to the Plan Administrator, Plan Administrator shall assist the Plan Sponsor in sending information to Plan Sponsor so that Plan Sponsor may prepare any report, tax return or similar papers required by state or the federal government pertaining to the operation or management of the Plan. The ultimate responsibility for filing any governmental document shall be with the Plan Sponsor.

- 2.4 The Plan Administrator shall render periodic reports to each Plan Participant, which shall include the following:
- a. Receipts of the Participant's Plan Contributions;
 - b. Disbursement of Plan Contributions through claims payments; and
 - c. Statements of (a) and (b) above shall automatically be provided each Participant following the submission and payment of a qualified claim.
- 2.5 The Plan Administrator shall prepare a Plan Document for the FSA. The Plan Sponsor shall assume the responsibility of obtaining legal review of the Plan Document.
- 2.6 Unless otherwise provided, the Plan Administrator is authorized to do all the things necessary or convenient to carry out the terms and purposes of the Plan.

Section III - Procedure for Making and Payment of Claims for Benefits from the Fund

- 31 Any Plan Participant may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Administrator. The Plan Participant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Section 125 rules and specified by the Plan Administrator.
- 32 The Plan Administrator shall accept copies of any application for benefits made in the appropriate manner shall duly investigate and verify the statements made on the application and determine benefit eligibility. If the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Administrator shall forthwith arrange for the proper payment.
- 33 Claim filings shall be mailed/faxed to the person or department designated by the Plan Administrator. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. During the last month, eligible claims of any amount shall be processed by the Plan Administrator.
- 34 All Plan benefits processed by the Plan Administrator shall be mailed to the qualified Plan Participant within ten (10) days of approval.
- If the Plan Administrator finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Administrator's reason for denial. The Plan Participant may appeal a denial by the Plan Administrator to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive.
- 35 The Plan Administrator shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and to the extent allowed by law, the Plan Administrator must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Administrator in defending any claims or demands made against the Plan Sponsor, the Plan Administrator or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Administrator.

Section IV - Costs of Administrator

- 4.1 The Plan Administrator shall be entitled to a fee or fees for its service to the Plan and, under this Agreement, the fee shall be paid in the form of an advance start-up costs, a pass through of printing or printing preparation costs and Monthly Service Fee.

Section V – Duties of the Plan Sponsor

- 5.1 As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Administrator with a complete list of all eligible Plan Participants. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Administrator's assistance, complete Plan enrollment.
- 5.2 The Plan Sponsor shall collect funds in accordance with authorized payroll reductions or deductions and shall remit these monies to the Plan Administrator on a monthly (or pay period) basis.
- 5.3 The Plan Sponsor shall forward the appropriate service fees to the Plan Administrator on the first of each calendar month or in conjunction with the monthly plan fund collections.
- 5.4 The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Administrator of any change of eligibility, cooperate with the Plan Administrator with regard to proper claim settlement, transmit to the Plan Administrator proper claim settlement and transmit to the Plan Administrator all inquiries pertaining to the Plan.
- 5.5 The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service (“IRS”).
- 5.6 The Plan Sponsor limits contributions to the Plan to the federal maximum unless otherwise specified below the signature line on this agreement.

Section VI – Duration and Termination of the Agreement

- 6.1 This Agreement may be terminated by the Plan Sponsor or the Plan Administrator by prior written notice of intention to terminate given to the other party, to be effective as of an annual plan anniversary date. Said written notice shall be given not less than thirty (30) days prior to such termination. The thirtieth (30th) day shall coincide with the last day of a calendar month. The Plan Administrator may also terminate this Agreement following the termination of any medical, dental, or vision coverage provided by the Plan Administrator to the Plan Sponsor, to be effective upon ten (10) days' written notice sent to the Plan Sponsor, effective on the date specified in the notice. The Additional Contract Documents referenced in Section 8.7 may be amended by Notice of Renewal for each renewal Plan Year or by Notice of Mid-Year Plan Amendments. In the event any such Additional Contract Document is amended, said amended document will be attached to this Agreement and incorporated by reference to said document. All obligations of the Plan Administrator related to the relevant rights of the covered Participant to payments of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice whether or not the claim for such benefits arose prior to or following the termination of this Agreement. Absent a prior written notice of termination this Agreement will annually renew on the effective date set forth at inception. In no case shall termination by the Plan Administrator relieve the Plan Sponsor of its obligation to maintain the Plan.

Section VII - Qualifications

- 7.1 To qualify the Plan Sponsor must have on file a current Interlocal Agreement with the TML Health Benefits Pool. The Plan Sponsor must have ten percent (10%) of the eligible employees participate in the Plan. Should these qualifications not be met, or maintained, the Plan Administrator may terminate this Agreement pursuant to Section VI.

Section VIII - Miscellaneous Provisions

- 8.1 In the event of resignation or inability to serve as the Plan Administrator, the Plan Sponsor may appoint a successor.
- 8.2 If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan Administrator is required to pay such tax, the Plan Administrator shall report the payment to the Plan Sponsor who will reimburse the Plan Administrator for such tax or assessment.
- 8.3 Plan Administrator shall incur no tax liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any administrative errors, or any other act or failure to act not directly connected with processing and payment of claims as provided in this Agreement, except where the tax liability is caused solely by the Plan Administrator. To the extent allowed by law, the Plan Sponsor shall hold Plan Administrator harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees, or other persons for which the Plan Administrator would not be liable to the Plan Sponsor as set forth above.
- 8.4 Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
- 8.5 This Agreement may be amended by the Plan Sponsor and the Plan Administrator at any time by mutual written consent of said parties.
- 8.6 The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.
- 8.7 Additional Contract Documents. The following attachments (if applicable), along with the Authorized Renewal Notice and Benefit Verification Form, are additional contract documents:
1. Attachment 1 – Flexible Spending Arrangement Plan Document
 2. Attachment 2 – Schedule of Fees
 3. Attachment 3 – FSA Authorizations
 4. Attachment 4 – Flexible Spending Arrangement Forms

The FSA Plan Document can be located at <https://tmlhealthbenefits.org/Forms/TML/FSAPlan.aspx>

Healthcare Maximum Contribution Limitation shall be the amount designated by the employer on the authorized renewal form.

[Employer's limit for participant contributions may be an amount up to federal maximum amount.]

The Section 125 FSA Plan Year is from: 10/1/2022 to 9/30/2023.

TML Health

Jennifer Hoff

Print name

Tim Barker

Print Name

Signature

Signature

Executive Director

Title

Mayor

Title

Date

Date

APPROVED AS TO FORM:

Leah Simon, General Counsel

Attachment 2

FSA Schedule of Fees for Plan Administrator Services

Item	Cost	Payable
Setup Fee	\$ <u>50</u> /Group	One time ⁽¹⁾
Monthly Service Fee ⁽²⁾	\$ <u>3.70</u> /Participant Debit \$ <u>5.00</u> /Participant Paper	Monthly
Special Reports ⁽³⁾	As agreed upon	30 days following receipt of report

- (1) Administrative fees are paid by the Employer.
- (2) One time set up fee for each group that enrolls in the Flexible Spending Arrangement.
- (3) Monthly Service Fee includes:
 - a) processing contribution;
 - b) processing claims (review and verification);
 - c) paying claims (direct mail to employee);
 - d) paying dependent premium (if applicable);
 - e) employee fund balance statement with each reimbursement; and
 - f) statement of fund balances and projected year-end balance at close of Plan Year fourth quarter.
- (4) Normal Reports to the Plan Sponsor, at no additional cost are:
 - a) initial enrollment verification;
 - b) quarterly fund balance; and
 - c) projected year-end fund balance at the close of the Plan Year fourth quarter.

Attachment 3 Employer FSA Authorizations

The City of Wharton has authorized the following Flexible Spending Arrangement (“FSA”) Preferences. The operation of the FSA will continue on the same terms and conditions with the following employer decisions regarding the FSA account.

- 1. **Grace Period** - According to Employer Selection on Renewal Form
- 2. **Carry-Over** - According to Employer Selection on Renewal Form
- 3. **Dependent Care (DCA)** - According to Employer Selection on Renewal Form
- 4. **Limited Post-Deductible Addendum** - Yes No

Carry-Over amount will be limited to the amount specified on the Authorized renewal form, up to the federal maximum amount.

No reimbursement will be made for expenses incurred outside the Plan Year. The plan cannot permit cash-out or conversion of unused benefits or contributions remaining after the end of the plan year. If the employee at any time becomes covered under a Qualified High Deductible Health Plan (“HDHP”), as prescribed by Section 223 of the Internal Revenue Code with an accompanying health savings account (“HSA”) then the FSA will automatically convert from a general purpose FSA to a post-deductible FSA for any amounts incurred when the HDHP is in effect. This means that expenditure for non-preventive medical costs will not be paid until the deductible for the HDHP has been met, and then only to the extent that those costs exceed the deductible.

If the employee at any time becomes covered under a Qualified High Deductible Health Plan (“HDHP”), as prescribed by Section 223 of the Internal Revenue Code) with an accompanying health savings account (“HSA”) then coverage during a grace period by a general purpose health FSA is allowed if the balance in the health FSA at the end of its prior year plan is zero.

ADOPTED BY:

(Signature)

Name Tim Barker

Title Mayor

Address 120 East Caney Street Wharton, TX 77488

TML Health Benefits Pool

COBRA Continuation of Coverage Administrative Agreement

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool doing business as TML Health Benefits Pool (TML Health), hereinafter referred to as the “Pool”;

WHEREAS, the undersigned Employer sponsors an employee benefit plan;

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

I. Effective Date

The effective date is the date the COBRA Continuation of Coverage Administrative Agreement is fully executed by all parties (the “Effective Date”).

II. Employer Duties

1. The undersigned Employer will notify the Pool’s Billing/Eligibility Representative assigned to the Employer via Email, Fax, or Telephone (with a written follow up) within thirty (30) days of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer’s benefit plan; reduction in hours [including reduction to zero (0) hours], call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment “A”, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment “A” was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.

3. The undersigned Employer will distribute Attachment "A" to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.
4. The undersigned Employer will notify the Pool via Email, FAX or Telephone (with a written follow-up) within sixty (60) days of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, i.e., the Covered employee or dependent is involuntarily dropped from coverage.
5. The undersigned Employer will notify the Pool of an upcoming open enrollment period at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.
6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.
7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event.
8. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is incurred.
9. The Employer must make a determination of whether an Employee was terminated because of gross misconduct no later than (a) the forty-fifth (45th) day following the termination; or (b) the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.

III. Pool Duties

1. The Pool will monitor changes in COBRA Continuation of Coverage requirements and court decisions interpreting COBRA Continuation of Coverage.
2. The Pool will provide coverage election notices within fourteen (14) days of the receipt of notices of qualifying events sent by the Employer.
3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
 - a. benefit availability - initial notice, enrollment card and cost;
 - b. confirmation of enrollment and payment coupons;
 - c. notice of termination letters:
 - i. Failure to reply
 - ii. Failure to make initial payment

- iii. Failure to make regular payment
 - iv. End of eligibility (no longer qualified)
 - v. End of eligibility period;
 - d. open enrollment;
 - e. contribution change and revised payment coupons;
 - f. conversion to an individual policy;
 - g. Medicare eligibility; or
 - h. verification of incapacitated child status;
4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
 5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
 6. The Pool will collect the required contributions at the maximum amount allowed by law.
 7. The Pool will send the COBRA Continuation of Coverage election notice(s) within fourteen (14) days of receipt of a notice of a qualifying event described above in section II.1. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. A payment will be considered an insignificant deficiency only if it is the lesser of \$50 or 10% of amount due.
 8. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.
 9. To the extent allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
 10. The Pool's responsibilities under this contract are strictly limited to COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not include any responsibility for other benefits such as group life insurance or disability.

IV. Notice

Any notice to be given under this Agreement, other than those in section II.1-5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

<u>Address of Pool</u>	<u>Address of Employer</u>
Executive Director	City of Wharton
TML Health	120 East Caney Street
Texas Municipal Center	Wharton, TX 77488
1821 Rutherford Lane, Suite 300	-
Austin, Texas 78754-5151	-

V. Compensation

1. The Employer will pay the Pool an \$80 fee per month to administer COBRA Continuation of Coverage Benefits.
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

VI. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
2. The parties agree that venue for any dispute arising under the terms and conditions of this Agreement shall be in Austin, Travis County, Texas.
3. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.
4. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
5. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.

6. It is understood by the Parties that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.
7. An Employer's eligibility for COBRA Continuation of Coverage is subject to Federal law. To be eligible for COBRA, the Employer must have normally employed more than twenty (20) employees on a typical business day during the preceding Calendar Year. This refers to the number of full-time and part-time employees employed, not the number of employees covered by the Plan. Effective June 1, 2021, Employers who do not meet these Federal minimums for COBRA eligibility will not be eligible for COBRA under the Plan.

VII. Duration of Agreement and Termination

1. The Term of this Agreement shall commence on the first day of the Employer's benefit plan year and shall continue through 11:59 pm CST on the final day of the Employer's benefit plan year. The Employer may annually renew the Agreement for a subsequent twelve (12) month period by executing and returning the Pool's Renewal Notice and Benefit Verification ("Notice of Renewal") and benefit selection for each year. The Additional Contract Documents referenced in Section VIII may be amended by Notice of Renewal for each renewal Plan Year or by Notice of Mid- Year Plan Amendments. In the event any such Additional Contract Document is amended, said amended document will be attached to this Agreement and incorporated by reference to said document.
2. Either party may terminate this Agreement at any time by giving the other party written notice at least thirty (30) days prior to the specified date.
3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
4. All records pertaining to Employer's employees in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

VIII. Additional Contract Documents

The following attachments are additional contract documents:

1. Attachment A – COBRA Continuation of Coverage Rights Notice

[REMAINDER OF THIS PAGE INTENTIONAL LEFT BLANK]

This Agreement is entered into by:

(Signature)

City of Wharton

(Employer/Group Name)

Mayor

(Authorized Official Title)

09/12/2022

(Date)

This Agreement Entered Into and Accepted By:

TML HEALTH

BY: _____ at Austin, Texas _____

TITLE: Jennifer Hoff, Executive Director (Date)

APPROVED AS TO FORM:

BY: _____
Leah Simon, General Counsel

Attachment A

COBRA Continuation of Coverage (COC) Rights

Introduction

You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. **This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it.** When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Description or contact the Plan Administrator, TML Health, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

You may have other options available to you when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your Employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;

3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your Employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

When is COBRA Continuation of Coverage available?

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after the Plan Administrator, TML Health has been notified that a qualifying event has occurred. The Employer must notify TML Health of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

You must give notice of some Qualifying Events

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator, TML Health within sixty (60) days after the qualifying event occurs. You must provide notice to: TML Health, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

How is COBRA Continuation of Coverage provided?

Once TML Health receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction in hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage. There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation of coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Active Duty Reservists extension of COBRA Continuation of Coverage

If covered by the Plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the Employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the Employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event.

If no such instruction is given, then coverage will terminate on the sixty-first (61st) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, TML Health will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the Employer within sixty (60) days of the qualifying event. The Employer member must notify TML Health that an employee has been called to active duty and submit a copy of the Employer member's active reservist policy to TML Health.

Are there other coverage options besides COBRA Continuation of Coverage?

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at <http://www.healthcare.gov>.

If you have questions

Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services at:

- https://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html; or
- <https://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/index.html#COBRA>
- <http://www.healthcare.gov>

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep TML Health informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your Employer and TML Health.

Plan contact Information

TML Health
Texas Municipal Center
1821 Rutherford Ln., Suite 300
Austin, Texas 78754

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING PARTICIPATION OF COVERAGE WITH THE STANDARD INSURANCE COMPANY THROUGH THE TEXAS MUNICIPAL LEAGUE HEALTH BENEFITS POOL (TML) HEALTH BENEFITS POOL FOR LONG-TERM DISABILITY, LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT FOR CITY EMPLOYEES; AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, The City of Wharton received the application for participation in coverage through The Standard Insurance Co.; and,

WHEREAS, The City of Wharton contracts with the Texas Municipal League (TML) Health Benefits Pool for coverage for long-term disability, life, accidental death and dismemberment for City employees; and,

WHEREAS, The City of Wharton would like to continue to provide coverage through TML Health Benefits and The Standard Insurance Company.

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 application for participation in coverage with The Standard Insurance through the Texas Municipal League (TML) Benefits Pool.

Section II. That Wharton City Council hereby approves providing to each full-time eligible employee coverage of long-term disability, life, accidental death and dismemberment.

Section III. That the Mayor of the City of Wharton is hereby authorized to sign any documents relating to the aforementioned agreement.

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

Passed, Approved, and Adopted this 12th day of September 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE TML HEALTH BENEFITS POOL FLEXIBLE SPENDING ARRANGEMENT SERVICE AGREEMENT (FSA) A SECTION 125 FLEXIBLE SPENDING ARRANGEMENT (FSA) FOR THE FLEXIBLE SPENDING BENEFITS UNDER SECTION 125 OF THE INTERNAL REVENUE CODE OF CITY EMPLOYEES; AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, The City of Wharton received the service agreement for the Section 125 Flexible Spending Arrangement; and,

WHEREAS, The City of Wharton Section 125 Flexible Spending Arrangement plan with Texas Municipal League (TML) Health Benefits Pool would allow eligible healthcare expense reimbursements as prescribed by Section 223 of the Internal Revenue Code; and,

WHEREAS, The City of Wharton would provide to each full time eligible employee with the Section 125 Flexible Spending Plan administered by the TML Health Benefits Pool.

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 Section 125 Flexible Spending Arrangement (FSA) Service Agreement with the Texas Municipal League (TML) Health Benefits Pool.

Section II. That Wharton City Council hereby approves the Section 125 Flexible Spending Arrangement plan for eligible healthcare expense reimbursements prescribed by Section 223 of the Internal Revenue Code.

Section III. That the Mayor of the City of Wharton is hereby authorized to sign any documents relating to the aforementioned agreements.

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

Passed, Approved, and Adopted this 12th day of September 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE TEXAS MUNICIPAL LEAGUE (TML) HEALTH BENEFITS POOL COBRA CONTINUATION OF COVERAGE ADMINISTRATIVE AGREEMENT AND; AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, The City of Wharton received the service agreement from the Texas Municipal League (TML) Health Benefits Pool for the administration of COBRA Continuation of Coverage; and,

WHEREAS, The City of Wharton wishes to continue with the Texas Municipal League (TML) Health Benefits Pool for the administration of COBRA Continuation of Coverage; and,

WHEREAS, The City of Wharton would provide to each full time eligible employee with the TML Health Benefits Pool the option for the continuation of coverage.

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 COBRA Continuation of Coverage Administrative Agreement with the Texas Municipal League (TML) Health Benefits Pool.

Section II. That Wharton City Council hereby approves COBRA coverage for all eligible full-time employees through the Texas Municipal League (TML) Health Benefits Pool.

Section III. That the Mayor of the City of Wharton is hereby authorized to sign any documents relating to the aforementioned agreements.

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

Passed, Approved, and Adopted this 12th day of September 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:	9/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving Change Order No. 7 for cost increase due to the addition of a CenterPoint Transformer Pad and crane placement with E-Contractors for the Wharton Well and Water Plant Project and authorizing the Mayor to execute all documents related to said change order.
<p>Attached please find the Wharton Well & Water Plant – Contract #1 (General Construction), Change Order #7 from E-Contractors for a price increase due to the addition of a CenterPoint pad and crane placement. This will cover all cost associated with the work performed to accomplish building the transformer pad in order to get electricity to Wharton Water Plant #5. Reduction to reimburse the City of Wharton for retests and canceled tests through March 18, 2022, any retest or canceled test beyond this date the contractor will still be responsible for reimbursing the City of Wharton for their expenses.</p> <p>The Change Order is for an increase in the amount of \$10,000.00.</p> <p>Attached is a copy of the change order for review.</p> <p>Director of Planning & Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: September 7, 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 Well & Water Plant – Contract # 1 (General Construction), Change Order #7

Attached please find the Wharton Well & Water Plant – Contract #1 (General Construction), Change Order #7 from E-Contractors for a price increase due to addition of CenterPoint pad and crane placement. This will cover all cost associated with the work performed to accomplish building the transformer pad in order to get electricity to Wharton Water Plant #5. Reduction to reimburse the City of Wharton for retests and canceled tests through March 18, 2022, any retest or canceled test beyond this date the contractor will still be responsible for reimbursing the City of Wharton for their expenses.

The change order is for an increase in the amount of \$10,000.00. Attached is a copy of the change order for review.

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

Date of Issuance: Sept. 7, 2022
 Owner: City of Wharton
 Contractor: E Contractors
 Engineer: Half Associates, Inc.
 Project: Wharton Well and Water Plant

Effective Date:
 Owner's Contract No.: CFDA # 10.760
 Contractor's Project No.: 20-0200
 Engineer's Project No.: AVO31934
 Contract Name: COW-Wharton Well & Water Plant

The Contract is modified as follows upon execution of this Change Order: Increase the total amount by \$10,000.00

Description: Addition of CenterPoint pad and crane placement. This will cover all cost associated with the work performed to accomplish building the transformer pad in order to get electricity to Wharton Water Plant #5. Reduction to reimburse the City of Wharton for retests and canceled tests through March 18, 2022 any retest or canceled test beyond this date the contractor will still be responsible for reimbursing the City of Wharton for their expenses.

Attachments: PCO#004 Transformer Pad Add and PCO#011 CE #028 – Reinspection Cost

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 2,600,000.00</u>	Original Contract Times: Substantial Completion: <u>April 27, 2022</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> to No. <u>06</u> : <u>\$ 182,663.05</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0days</u> days
Contract Price prior to this Change Order: <u>\$ 2,715,484.87</u>	Contract Times prior to this Change Order: Substantial Completion: <u>270 days</u> Ready for Final Payment: <u>300 days</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 10,000.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 2,792,124.17</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>270 days</u> Ready for Final Payment: <u>300 days</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	_____	By:	_____	By:	_____
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	_____	Title	_____	Title	_____
Date:	_____	Date	_____	Date	_____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

E Contractors USA LLC
 16554 Creek Bend Dr., Suite 200
 Sugar Land , Texas 77478
 Phone: (713) 493-2500
 Fax: (713) 493-2501

Project: 20-0200 - COW-Wharton Well & Water Plant
 240 CR 222
 Wharton, Texas 77488

Prime Contract Change Order #004: 20-0200 PCO for Transformer Pad Add

TO:	City of Wharton 120 East Caney Street Wharton, Texas 77488	FROM:	E Contractors USA LLC 16554 Creek Bend Dr., Suite 200 Sugar Land, Texas 77478
DATE CREATED:	9/06/2022	CREATED BY:	Kyle Wadlington (E Contractors USA LLC)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
CONTRACT FOR:	1:COW-Wharton Well & Water Plant Prime Contract	TOTAL AMOUNT:	\$10,000.00

DESCRIPTION:

Addition of CenterPoint pad and crane placement. This will cover all cost associated with the work performed to accomplish building the transformer pad.

Reduction of contract for re-inspection costs through March 18, 2022 any retest or canceled test beyond this date the contractor will still be responsible for reimbursing the City of Wharton for their expenses.

ATTACHMENTS:

[CPR - 1 J & C TRANSFORMER COST.pdf](#) [CPR # Transformer Pad Breakdown.pdf](#) [Co for Electrical Pad.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
004	20-0200 PCO for Transformer Pad Add		\$15,334.71
011	CE #028 - Reinspection Cost		(\$5,334.71)
Total:			\$10,000.00

CHANGE ORDER LINE ITEMS:
PCO # 004 : 20-0200 PCO for Transformer Pad Add

#	Cost Code	Description	Type	Amount
1	3-0500 - Concrete	Additional Concrete Pad	Other	\$8,904.00
2	31-0500 - Earthwork	Sitework for Transformer Pad	Other	\$14,100.00
3	0-1000 - Overhead and Profit	Contractor Fee 5%	Other	\$0.00
4	0-1000 - Overhead and Profit	E Contractors discount	Other	(\$7,669.29)
Subtotal:				\$15,334.71
Grand Total:				\$15,334.71

PCO # 011 : CE #028 - Reinspection Cost

#	Cost Code	Description	Type	Amount
1	0-1000 - Overhead and Profit		Other	(\$5,334.71)
Subtotal:				(\$5,334.71)
Grand Total:				(\$5,334.71)

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING CHANGE ORDER NO. 7 FOR COST INCREASE DUE TO THE ADDITION OF A CENTERPOINT TRANSFORMER PAD AND CRANE PLACEMENT WITH E-CONTRACTORS FOR THE WHARTON WELL AND WATER PLANT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CHANGE ORDER.

WHEREAS, The Wharton City Council wishes to approve Change Order No. 7 for cost increase due to the addition of a CenterPoint transformer pad and crane placement with E-Contractors for the Wharton Well and Water Plant Project; and,

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

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

Section I. The Wharton City Council hereby authorizes Change Order No. 7 for cost increase due to the addition of a CenterPoint transformer pad and crane placement with E-Contractors for the Wharton Well and Water Plant Project.

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

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

Passed, Approved, and Adopted this 12th day of September 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:	9/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council ratifying and approving Change Order # 1 for application #GLO17-04494-P and Change Order # 1 for application #GLO17-04579-P pertaining to the Community Development Block Grant Program (CDBG-DR) Contract Number 19-076-050-B703.
<p>After completing construction on the two applicants homes the cost for the required insurances came in below estimated cost and this in turn has resulted in the need for change orders for application #GLO17-04494-P and for application #GLO17-04579-P.</p> <p>The change order for application #GLO17-04494-P is a reduction of \$1,646.75 and the change order for application #GLO17-04579-P is a reduction of \$3,244.00.</p> <p>Attached is the draft resolution for the change orders.</p> <p>Director of Planning & Development, Gwyn Teves, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: September 7, 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: 2016 GLO CDBG-DR Program Contract #19-076-050-B703 Change Order 1 for application #GLO17-04494-P and change order # 1 for application #GLO17-04579-P

After completing construction on the 2 applicants homes the cost for the required insurances came in below estimated cost and this in turn has resulted in the need for change orders for application #GLO17-04494-P and for application #GLO17-04579-P.

The change order for application #GLO17-04494-P is a reduction of \$1,646.75 and the change order for application #GLO17-04579-P is a reduction of \$3,244.00.

Attached is the draft resolution for the change orders.

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

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

A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND APPROVING CHANGE ORDER # 1 FOR APPLICATION #GLO17-04494-P AND CHANGE ORDER # 1 FOR APPLICATION #GLO17-04579-P PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-DR) CONTRACT NUMBER 19-076-050-B703.

WHEREAS, The City of Wharton has received a Community Development Block Grant-Disaster Recovery award for damage sustained from 2016 Presidentially declared flooding; and,

WHEREAS, A change order has been provided to reduce the contract cost for application #GLO17-04494-P in the amount of \$1,646.75 and to reduce the contract cost for application #GLO17-04579-P in the amount of \$3,244.00; and,

WHEREAS, The Wharton City Council wishes to ratify and approve change order # 1 for application #GLO17-04494-P and change order # 1 for application #GLO17-04579-P pertaining to the Community Development Block Grant Program (CDBG-DR) contract number 19-076-050-B703; 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 ratifies and approves change order # 1 for application #GLO17-04494-P and change order # 1 for application #GLO17-04579-P pertaining to the Community Development Block Grant Program (CDBG-DR) contract number 19-076-050-B703.

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

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

Passed, Approved and Adopted this 12th day of September 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:	9/12/2022	Agenda Item:	Pay Request No. 4 from Aranda Industries for the Colorado River Flood Control Public Utility Abandonment Hughes Street.
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Attached you will find Pay Request No. 4 from Aranda Industries for the Colorado River Flood Control Public Utility Abandonment Hughes Street in the amount of \$279,896.72.

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

City Manager: Joseph R. Pace	Date: Thursday, September 8, 2022
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: September 7, 2022

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: Recommendation for payment to Aranda Industries for the Colorado River Flood Control Public Utility Abandonment Hughes Street - Pay Estimate No. 4

The City Council awarded a contract for the Colorado River Flood Control Public Utility Abandonment Hughes Street to Aranda Industries.

Pay Estimate No. 4 has been sent and recommendation for payment by the engineer are attached.

It is my recommendation that the City Council approve the invoice for \$279,896.72 and recommend payment.

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



August 31, 2022

Mr. Joseph R. Pace
City of Wharton
120 E. Caney Street
Wharton, Texas 77488

Re: Construction of Colorado River Flood Control Hughes Street Utility Relocation
City of Wharton
JC Job No. 05135-0224-00

Dear Mr. Pace:

Enclosed is Progress Payment Request No. 4 from Aranda Industries, LLC for the referenced project. The estimate is in order and we recommend payment in the amount of \$279,896.72 to Aranda Industries, LLC.

Also enclosed is Construction Progress Report No. 4. This report covers construction activities for the referenced project during the period May 1, 2022 to July 30, 2022.

Sincerely,

Kristen Hennings, PE, CFM, LEED® Green Associate
Sr. Project Manager

KH/dme

K:\05135\05135-0224-00 City of Wharton Colorado River Flood Con\3 Construction Phase\Pay Applications\Hughes Utility Relocation\05135-0224-00 EST LETTER.docx

Enclosure

cc: Mr. Luis Aranda, President – Aranda Industries

August 31, 2022

Construction Progress Report No. 4
 Period May 1, 2022 to July 30, 2022

Construction of Colorado River Flood Control Hughes Street Utility Relocation
 City of Wharton
 JC Job No. 05135-0224-00

Contract:

- A. Contractor: Aranda Industries, LLC
- B. Contract Date: October 27, 2021
- C. Authorization to Proceed: October 27, 2021 (309 Calendar Days)
- D. Completion Date: August 31, 2022
- E. Contract Time Used: 277 Calendar Days (90%)

I. General

Contractor making final repairs on asphalt for areas that were damaged during MH installation, sanitary drop lines, and repair of waterlines.

II. Change Orders / Final Adjustment of Quantities

Change Orders 001, 002, 003, and 004 Issued this Report.

III. Completion Report

A.	Estimated Cost as of this Report Period		
1.	Contract Bid Price	\$	839,419.00
2.	Change Orders	\$	38,920.00
3.	Total Estimated Contract Price	\$	878,339.00
B.	Actual cost as of this Report	\$	869,459.00
C.	Amount Retained (5% of B)	\$	43,472.95
D.	Total Paid Contractor	\$	825,986.05
E.	Estimated Cost Remaining (A.3 - B)	\$	8,880.00
F.	Construction Complete (B/A.3)		99%

IV. Frequency of Observation – Periodically

V. Problems

No Problems This Report.

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


CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Official Ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.
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Attached is the Official Ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. The officials listed on the ballot have been nominated to serve a six-year term.

I recommend the City Council cast its vote for the following:

- Place 6 - Allison Hayward
- Place 7 - Mary Dennis - Incumbent
- Place 8 - Marian Mendoza
- Place 9 - Opal Mauldin-Jones - Incumbent

City Manager: Joseph R. Pace	Date: Thursday, September 8, 2022
Approval: 	
Mayor: Tim Barker	

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

RECEIVED
AUG 22 2022
BY: *[Signature]*

PLACE 6

- Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.

- Kimberly Meismer.** Assistant City Manager for the City of Kerrville (Region 7). Ms. Meismer has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

WRITE IN CANDIDATE:

PLACE 7

- Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
- James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
- Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
- James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association. Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

WRITE IN CANDIDATE:

PLACE 8

- Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.
- Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.
- Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.
- Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.
- Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

WRITE IN CANDIDATE:

PLACE 9

- Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
- Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
- Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
- Opal Mauldin-Jones (Incumbent).** City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
- William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2022.

Signature of Authorized Official


Title

Printed Name of Authorized Official

Printed Name of Political Entity

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees: A. Appointments. B. Resignations. C. Vacancies.
<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><u>Appointments:</u> None. <u>Resignations:</u> None. <u>Vacancies:</u></p> <ol style="list-style-type: none"> 1. Building Standards Commission. 2. Planning Commission. 3. Plumbing and Mechanical Board. <p>The City Council Wharton Economic Development Corporation Board of Directors Selection Committee will meet on September 12, 2022 to review applications for the positions which term will expire on September 30, 2022. The Committee will submit a recommendation at the meeting.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 2022	
Approval: 			
Mayor: Tim Barker			

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

WHARTON REGIONAL AIRPORT BOARD	TWO YEAR TERM	Reappointment
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	

BEAUTIFICATION COMMISSION	TWO YEAR TERM	Reappointment
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	

BUILDING STANDARDS COMMISSION	TWO YEAR TERM	Reappointment
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		

ELECTRICAL BOARD	TWO YEAR TERM	Reappointment
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		

HOLIDAY LIGHT DECORATING CHAIRMAN	TWO YEAR TERM	Reappointment
Tim Barker	June 30, 2024	

MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES	TWO YEAR TERM	Reappointment
Johnnie 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	

HEALTH OFFICER	TWO YEAR TERM	Reappointment
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Dr. Jeff Gubbels, MD	June 30, 2024
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VETERINARIAN	TWO YEAR TERM	Reappointment
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Dr. Cody Poler, DVM	June 30, 2024
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MUNICIPAL COURT JUDGE	TWO YEAR TERM	Reappointment
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Jared Cullar	June 30, 2023
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PLANNING COMMISSION	TWO YEAR TERM	Reappointment
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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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PLUMBING AND MECHANICAL BOARD	TWO YEAR TERM	Reappointment
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A. J. Rath	June 30, 2024
Tom Faust	June 30, 2023

Vacant	June 30, 2024
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Robert Sanchez	June 30, 2023
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Vacant	June 30, 2024
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Ronnie Bollom, Building Official - ExOfficio

Public Works Director Anthony Arcidiacono- Ex Officio

Mayor Tim Barker - Ex Officio

WHARTON ECONOMIC DEVELOPMENT CORPORATION	TWO YEAR TERM	Reappointment
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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

CITY COUNCIL COMMITTEES - Renew June 30th of Each Year

ANNEXATION COMMITTEE

Tim Barker
 Russell Machann
 Don Mueller

FINANCE COMMITTEE

Russell Machann
 Larry Pittman
 Tim Barker

HOUSING COMMITTEE

Terry Freese
 Russell Machann
 Clifford Jackson

INTERGOVERNMENTAL RELATIONS COMMITTEE

Terry Freese
 Tim Barker
 Larry Pittman

LEGISLATIVE COMMITTEE

Tim Barker
 Larry Pittman
 Steven Schneider

PUBLIC HEALTH COMMITTEE

Terry Freese
 Larry Pittman
 Russell Machann

PUBLIC SAFETY COMMITTEE

Larry Pittman
 Terry Freese
 Don Mueller

PUBLIC WORKS COMMITTEE

Terry Freese
 Don Mueller
 Clifford Jackson

TELECOMMUNICATIONS COMMITTEE

Clifford Jackson
 Terry Freese
 Don Mueller

WHARTON ECONOMIC DEVELOPMENT CORP BOARD OF DIRECTORS SELECTION COMMITTEE

Tim Barker
 Steven Schneider
 Clifford Jackson

ECONOMIC DEVELOPMENT COMMITTEE


Tim Barker
 Clifford Jackson
 Russell Machann

PARKS AND RECREATION COMMITTEE

Steven Schneider
 Russell Machann
 Terry Freese

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/12/2022	Agenda Item:	City Council Boards, Commissions and Committee Reports: A. Finance Committee meeting held August 22, 2022.
Attached you will find the reports from the above-mentioned Committees.			
City Manager: Joseph R. Pace		Date: Thursday, September 8, 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: August 23, 2022

From: City Council Finance Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held August 22, 2022

At the August 22, 2022, City Council Finance Committee Meeting, the Committee met and discussed the following items:

1. Review & Consider: Minutes from the meeting held July 25, 2022.
2. Review & Consider: Presentation from Mr. Ken Schott with Waterstone Development Group on proposed Wharton Public Improvement District No. 1. The Committee voted to recommend this item to the City Council for consideration.
3. Review & Consider: Green for Life (GFL), formerly Waste Corporation of America (WCA), Rate Modification to the Solid Waste Collection and Disposal Service Franchise Agreement:
 - A. Resolution: A resolution of the Wharton City Council approving Amendment No. 3 to the Franchise Agreement for Solid Waste Collection Services with formerly Waste Corporation of America, presently Green for Life dated October 1, 2018 and authorizing the Mayor of the City of Wharton to execute said agreement.
 - B. Ordinance: An ordinance repealing and replacing the City of Wharton Code of Ordinances, Chapter 86 Utilities and Services, Article III, Solid Waste Disposal Exhibit A, providing that a violation of the ordinance or any part of the Code as adopted hereby shall constitute a penalty upon conviction of a fine and setting an effective date. The Committee voted to recommend this item to the City Council for consideration.
4. Review & Consider: Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 86, Sections 86-15, 86-16, 86-17, and 86-21, Utilities and Services, Article I in General; Providing that a violation of the ordinance or any part of the Code as adopted hereby shall constitute a penalty upon conviction of a fine; Providing a savings clause and revoking all ordinances or parts of ordinances in conflict herewith only to the extent same are in conflict herewith otherwise provided herein. The Committee voted to recommend this item to the City Council for consideration.

Adjournment.