



**CITY OF WHARTON
CITY COUNCIL REGULAR MEETING**

**Monday, September 23, 2024
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 23, 2024, 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 19th day of September 2024.

By: 
Tim Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Regular Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on September 19, 2024, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 19th day of September 2024.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
City Council Regular Meeting
Monday, September 23, 2024
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: A Public Hearing on the proposed tax rate for the 2024 tax year.

Review and Consider:

1. City of Wharton Financial Report for August 2024.
2. Ordinance: An ordinance adopting the Fiscal Year 2024-2025 Annual Budget for the City of Wharton, Texas; appropriating the sums established therein; and directing the City Secretary to file copies as required by law.
3. Ordinance: An ordinance levying a tax rate for the City of Wharton, Texas, for the Tax Year 2024; directing the Tax Assessor-Collector to assess, account for, and distribute the taxes as herein levied; and providing repealing and severability clauses.
4. Resolution: A resolution of the Wharton City Council adopting the City of Wharton Investment Policy after the Annual Review of the City of Wharton Investment Policy and setting an effective date.
5. Resolution: A resolution of the Wharton City Council authorizing the Mayor of the City of Wharton, Wharton County, Texas, to execute an agreement with the Wharton Chamber of Commerce and Agriculture for Visitor and Convention Bureau Services for October 1, 2024, to September 30, 2025, Fiscal Year.
6. Request by Mr. Jeff Rainer, Wharton Chamber of Commerce & Agriculture 2024 Holiday Parade Chairman, for the Wharton Holiday Parade for the following:
 - A. Ordinance: An ordinance approving the 2024 Chamber of Commerce & Agriculture Holiday Parade Permit and authorizing the Wharton Police Department to redirect traffic.
 - B. The closure of State Highway 60 (Burleson Street and Milam Street) from its intersection at Alabama Road and Polk Street and the 100 Block of South Fulton Street and South Houston Street from 5:00 p.m. to 9:00 p.m. and declare it as a "No Parking Zone."

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

7. Request from Ms. Sarah Shanks for the following for the Wharton Harvest Day 2024, being held on October 26, 2024:

 - A. Close Fulton Street between Burleson Street and Milam Street and close Houston Street between Burleson Street and Milam Street from 8:00 a.m. until 3:00 p.m. on Saturday, October 26, 2024.
 - B. To provide barricades for street closures.
 - C. Waive all local fees for the event.
 - D. Waive local permit fees for food trucks and food vendors.
 - E. To allow for the setup of a DJ on Houston Street.
 - F. Provide six (6) trash containers and extra liners.
8. Request from Mr. and Mrs. Lockley of Ace Hardware for the City Council's consideration of issuing a permanent certificate of occupancy.
9. Resolution: A resolution of the Wharton City Council authorizing the purchase of equipment for the Public Works Department from Mustang CAT through the Sourcewell Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
10. Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2024-85 and approving the purchase of a vehicle from Wharton County.
11. Resolution: A resolution of the Wharton City Council authorizing the City Manager to purchase two (2) vehicles for the City of Wharton Code Enforcement Department from Caldwell Country Chevrolet through the Buyboard Co-operative and authorizing the City Manager to execute all documents related to said purchase.
12. Resolution: A resolution of the Wharton City Council accepting the H-GAC -Victim's Assistance Officer Grant for the Wharton Police Department for one (1) year and authorizing the Mayor of the City of Wharton to execute all documents related to said grant.
13. Resolution: A resolution of the Wharton City Council authorizing the purchase of a BDA RF (Bi-Directional Amplifier Radio Frequency) Component for the Radio Communications System at the Wharton Police Department from Texas Communications through Buyboard Cooperative and authorizing the City Manager to execute all documents related to said purchase.
14. 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.

15. Direction from the City Council on how to proceed with the American Legion Building.

16. Update of City of Wharton Grant Programs.

17. Update on the City of Wharton's ongoing projects.

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

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

19. City Council Boards, Commissions, and Committee Reports:

- A. Wharton Economic Development Corporation Board of Directors Selection Committee meeting held September 9, 2024.


20. Department Head Reports:

- A. City Secretary/Personnel.
- B. Code Enforcement.
- C. Community Services Department/Civic Center.
- D. Emergency Management.
- E. E. M. S. Department.
- F. Fire Department.
- G. Legal Department.
- H. Municipal Court.
- I. Police Department.
- J. Public Works Department.
- K. Water/Sewer Department.
- L. Weedy Lots/Sign Ordinance.
- M. Wharton Regional Airport.

Adjournment.


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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Public Hearing: A Public Hearing on the proposed tax rate for the 2024 tax year.
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	City of Wharton Financial Report for August 2024.
<p>Attached you will find a copy of the City of Wharton Financial Report for the month of August 2024.</p> <p>Finance Director Joan Andel will present the report.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

10 -General
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Ad Valorum Taxes	702,336.00	1,959.39	618,852.36	88.11	83,483.64
	Sales Tax	1,976,792.00	151,366.32	1,894,969.87	95.86	81,822.13
	Other Taxes	1,226,861.00	191,970.36	1,008,839.43	82.23	218,021.57
	License and Permits	478,162.00	41,318.85	241,644.93	50.54	236,517.07
	Fines and Forfeitures	180,050.00	19,146.95	225,474.66	125.23	(45,424.66)
	Industrial District Pmt.	1,520,653.00	0.00	1,520,350.58	99.98	302.42
	Charges for Services	14,250.00	359.00	11,353.15	79.67	2,896.85
	Interest and Miscellaneous	96,500.00	10,263.15	188,371.19	195.20	(91,871.19)
	Intergovernmental	345,488.00	82,694.80	329,701.91	95.43	15,786.09
	Transfers In	1,851,045.00	191,675.16	1,152,625.39	62.27	698,419.61
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		8,392,137.00	690,753.98	7,192,183.47	85.70	1,199,953.53
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Mayor & Council	30,325.00	1,207.11	15,421.44	50.85	14,903.56
	City Manager	283,369.00	19,230.55	253,063.67	89.31	30,305.33
	City Secretary	275,287.00	18,124.52	233,820.85	84.94	41,466.15
	Legal and Professional Se	74,000.00	3,480.85	67,524.78	91.25	6,475.22
	Finance	395,990.00	19,978.56	327,375.87	82.67	68,614.13
	Municipal Courts	188,677.00	14,889.39	167,595.09	88.83	21,081.91
	Central Services	106,350.00	7,032.60	130,014.82	122.25	(23,664.82)
	Police	2,783,350.00	192,096.69	2,418,101.16	86.88	365,248.84
	Fire	423,204.00	18,180.25	410,408.69	96.98	12,795.31
	Code Enforcement	424,335.00	20,384.83	281,144.49	66.26	143,190.51
	Emergency Management	142,110.00	12,029.10	127,373.43	89.63	14,736.57
	Animal Control	82,341.00	6,318.25	74,754.59	90.79	7,586.41
	Communications	641,368.00	54,175.57	624,761.19	97.41	16,606.81
	Streets & Drainage	1,291,452.00	71,735.23	961,858.58	74.48	329,593.42
	Garage	198,528.00	17,948.46	176,889.31	89.10	21,638.69
	Facilities Maintenance	280,080.00	21,994.03	264,435.34	94.41	15,644.66
	Grant Admin/Housing	0.00	0.00	0.00	0.00	0.00
	Recreation	38,150.00	1,017.60	41,735.48	109.40	(3,585.48)
	Pool	70,080.00	6,664.01	64,230.52	91.65	5,849.48
	Grants	233,238.00	98.00	38,007.13	16.30	195,230.87
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	400,500.00	0.00	266,140.13	66.45	134,359.87
	Transfers-Out	29,403.00	0.00	0.00	0.00	29,403.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		8,392,137.00	506,585.60	6,944,656.56	82.75	1,447,480.44

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

10 -General
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	184,168.38	247,526.91	0.00	(247,526.91)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 202411 -PEG FUND
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Other Taxes	2,500.00	0.00	1,084.06	43.36	1,415.94
	Interest and Miscellaneou	0.00	3.21	34.41	0.00	(34.41)
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		2,500.00	3.21	1,118.47	44.74	1,381.53
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	2,500.00	0.00	936.00	37.44	1,564.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		2,500.00	0.00	936.00	37.44	1,564.00
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	3.21	182.47	0.00	(182.47)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

12 -Hotel/Motel
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
	Other Taxes	300,000.00	9,636.37	267,346.31	89.12	32,653.69
	Interest and Miscellaneou	100.00	9.00	55.97	55.97	44.03
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		300,100.00	9,645.37	267,402.28	89.10	32,697.72
		=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
	Operations	58,148.00	122.95	58,943.55	101.37	(795.55)
	Transfers-Out	241,952.00	30,000.00	202,000.00	83.49	39,952.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		300,100.00	30,122.95	260,943.55	86.95	39,156.45
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	(20,477.58)	6,458.73	0.00	(6,458.73)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

14 -Seizure
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Interest and Miscellaneous	700.00	25.45	5,523.74	789.11	(4,823.74)
	Intergovernmental	4,000.00	4,414.42	21,879.89	547.00	(17,879.89)
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	4,700.00	4,439.87	27,403.63	583.06	(22,703.63)
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	4,700.00	0.00	799.00	17.00	3,901.00
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	4,700.00	0.00	799.00	17.00	3,901.00
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	4,439.87	26,604.63	0.00	(26,604.63)
		=====	=====	=====	=====	=====

20 -Debt Service Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Ad Valorum Taxes	2,369,732.00	6,961.98	2,341,202.99	98.80	28,529.01
	Interest and Miscellaneou	164,855.00	37.50	176,153.25	106.85	(11,298.25)
	Intergovernmental	150,000.00	0.00	150,000.00	100.00	0.00
	Transfers In	0.00	0.00	150,000.00	0.00	(150,000.00)
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		2,684,587.00	6,999.48	2,817,356.24	104.95	(132,769.24)
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Lease Payments	2,684,587.00	0.00	2,644,484.52	98.51	40,102.48
	Transfers-Out	0.00	0.00	150,000.00	0.00	(150,000.00)
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		2,684,587.00	0.00	2,794,484.52	104.09	(109,897.52)
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	6,999.48	22,871.72	0.00	(22,871.72)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

Item-1.

30 -Capital Improvement Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
	Interest and Miscellaneous	0.00	100.14	994.42	0.00	(994.42)
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	100,000.00	0.00	100,000.00	100.00	0.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		100,000.00	100.14	100,994.42	100.99	(994.42)
		=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
	Capital Outlay	100,000.00	12,023.00	12,023.00	12.02	87,977.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		100,000.00	12,023.00	12,023.00	12.02	87,977.00
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	(11,922.86)	88,971.42	0.00	(88,971.42)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

41 -Water & Sewer Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	6,233,724.00	460,376.68	5,106,580.02	81.92	1,127,143.98
	Interest and Miscellaneous	11,000.00	7,875.83	117,429.17	67.54	(106,429.17)
	Intergovernmental	0.00	0.00	463,097.54	0.00	(463,097.54)
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	6,244,724.00	468,252.51	5,687,106.73	91.07	557,617.27
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Planning and Comm Develop	219,779.00	11,582.45	239,669.44	109.05	(19,890.44)
	Water/Sewer Admin.	244,710.00	19,167.90	225,145.36	92.00	19,564.64
	Water Operations	1,668,015.00	256,497.58	1,750,552.50	104.95	(82,537.50)
	Sewer Operations	1,102,068.00	79,022.63	739,751.24	67.12	362,316.76
	Solid Waste Operations	0.00	0.00	0.00	0.00	0.00
	Lease Payments	1,051,081.00	0.00	298,328.33	28.38	752,752.67
	Capital Outlay	709,020.00	0.00	0.00	0.00	709,020.00
	Transfers-Out	1,250,051.00	191,675.16	1,154,213.39	92.33	95,837.61
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	6,244,724.00	557,945.72	4,407,660.26	70.58	1,837,063.74
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	(89,693.21)	1,279,446.47	0.00	(1,279,446.47)
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CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

Item-1.

42 -Solid Waste Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	1,792,395.00	138,656.25	1,621,316.21	90.46	171,078.79
	Interest and Miscellaneou	800.00	119.75	1,025.25	128.16	(225.25)
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**	TOTAL REVENUES **	1,793,195.00	138,776.00	1,622,341.46	90.47	170,853.54
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Solid Waste Operations	1,793,195.00	135,443.83	1,486,651.43	82.91	306,543.57
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	1,793,195.00	135,443.83	1,486,651.43	82.91	306,543.57
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	3,332.17	135,690.03	0.00	(135,690.03)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

43 -EMS Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	856,100.00	85,751.19	1,014,625.53	118.52	(158,525.53)
	Interest and Miscellaneous	20,000.00	9,579.48	91,118.49	455.59	(71,118.49)
	Intergovernmental	1,956,244.00	0.00	2,034,825.16	104.02	(78,581.16)
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		2,832,344.00	95,330.67	3,140,569.18	110.88	(308,225.18)
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<u>EXPENDITURE SUMMARY</u>						
	EMS Operations	2,733,932.00	172,143.72	2,217,225.83	81.10	516,706.17
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Transfers-Out	98,412.00	0.00	98,412.00	100.00	0.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		2,832,344.00	172,143.72	2,315,637.83	81.76	516,706.17
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	(76,813.05)	824,931.35	0.00	(824,931.35)
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CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 2024

44 -Civic Center Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY						
	Charges for Services	72,851.00	8,005.00	77,943.25	106.99	(5,092.25)
	Interest and Miscellaneou	575.00	5.03	51.67	8.99	523.33
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	258,355.00	30,000.00	200,000.00	77.41	58,355.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		331,781.00	38,010.03	277,994.92	83.79	53,786.08
		=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
	Civic Center Operations	317,891.00	19,810.01	233,512.17	73.46	84,378.83
	Lease Payments	13,890.00	0.00	13,886.66	99.98	3.34
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		331,781.00	19,810.01	247,398.83	74.57	84,382.17
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	18,200.02	30,596.09	0.00	(30,596.09)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: AUGUST 31ST, 202445 -Airport Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	323,500.00	10,275.44	259,748.47	80.29	63,751.53
	Interest and Miscellaneous	1,469.00	418.84	2,524.26	171.84	(1,055.26)
	Intergovernmental	50,000.00	0.00	0.00	0.00	50,000.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	374,969.00	10,694.28	262,272.73	69.95	112,696.27
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Airport Operations	349,177.00	9,302.34	160,903.29	46.08	188,273.71
	Lease Payments	25,792.00	0.00	23,292.25	90.31	2,499.75
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	374,969.00	9,302.34	184,195.54	49.12	190,773.46
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	1,391.94	78,077.19	0.00	(78,077.19)
		=====	=====	=====	=====	=====

9/17/2024 1:09 PM
COMPANY: 61 - Consolidated Cash
ACCOUNT: 1000 Cash in Bank
TYPE: Check
STATUS: All
FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 1

CHECK DATE: 8/01/2024 THRU 8/31
CLEAR DATE: 0/00/0000 THRU 99/99
STATEMENT: 0/00/0000 THRU 99/99
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	8/07/2024	CHECK	118629	Sun Life Financial	3,327.21CR	OUTSTND	A	0/00/0000
1000	8/07/2024	CHECK	118630	AFLAC	1,865.39CR	OUTSTND	A	0/00/0000
1000	8/07/2024	CHECK	118631	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/07/2024	CHECK	118632	Legal Shield	483.35CR	OUTSTND	A	0/00/0000
1000	8/07/2024	CHECK	118633	TML GROUP BENEFITS RISK P	104,936.87CR	OUTSTND	A	0/00/0000
1000	8/07/2024	CHECK	118634	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/07/2024	CHECK	118635	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/12/2024	CHECK	118636	WHARTON COUNTY ELECTRIC C	1,602.80CR	OUTSTND	A	0/00/0000
1000	8/12/2024	CHECK	118637	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118638	TEXASGULF CREDIT UNION	1,125.00CR	OUTSTND	A	0/00/0000
1000	8/19/2024	CHECK	118639	L&B UNDERGROUND SERVICES	35.00CR	OUTSTND	G	0/00/0000
1000	8/19/2024	CHECK	118640	HILL, CAMERON	15.72CR	OUTSTND	G	0/00/0000
1000	8/19/2024	CHECK	118641	REED, JAKOB	63.79CR	OUTSTND	G	0/00/0000
1000	8/19/2024	CHECK	118642	BONNOT, CARLOS ED	85.67CR	OUTSTND	G	0/00/0000
1000	8/19/2024	CHECK	118643	GARCIA, TREY	43.70CR	OUTSTND	G	0/00/0000
1000	8/14/2024	CHECK	118644	ALSAY INCORPORATED	131,014.50CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118645	AMAZON CAPITAL SERVICES	179.09CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118646	ANDROID CONSTRUCTION SERVICES,	9,669.71CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118647	LEEILA BARAJAS	128.23CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118648	BIANA ORTIZ	200.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118649	RONNIE BOLLOM	882.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118650	BONNIE GRAY	8,774.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118651	BRANCH CONSTRUCTION GROUP, LLC	29,714.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118652	BRAZORIA COUNTY WATER LAB	255.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118653	CLAUDIA MONCADA	700.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118654	CORE DISPLAYS, LLC	14,835.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118655	CUMMINS SOUTHERN	5,400.27CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118656	LONDON DAVIS	64.86CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118657	DIRECTV	196.23CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118658	FBI-LEEDA	795.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118659	FORECLOSURE CLEANING & MAINTEN	811.88CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118660	FRAZER LTD	3,375.33CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118661	GFL ENVIRONMENTAL (WCA)	123,487.63CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118662	JEFFERY L GUBBELS	2,705.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118663	HARRIS COUNTY A/R RADIO	375.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118664	HENRY SCHEIN, INC	310.45CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118665	AMBRUS HIGHTOWER	1,175.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118666	HODGES WELDING SUPPLY	673.66CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118667	HURT'S WASTEWATER MGMT, LTD	625.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118668	IMPACT PROMOTIONAL SERVICES, L	859.15CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118669	SOCORRO MARTINEZ, JR	31.87CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118670	PEKAR'S BODY SHOP, INC.	2,779.20CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118671	PINNACLE INDUSTRIES LTD	2,236.02CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118672	THE POLICE AND SHERIFFS PRESS,	17.60CR	OUTSTND	A	0/00/0000

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COMPANY: 61 - Consolidated Cash
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FOLIO: All

CHECK RECONCILIATION REGISTER

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CHECK DATE: 8/01/2024 THRU 8/31/2024
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	8/14/2024	CHECK	118673	RELENTLESS DEFENDER APPAREL	350.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118674	RICHMOND RD. TRUCK & AUTO PART	21.04CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118675	ROBERSON A/C & REFRIGERAT	608.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118676	ROTARY CLUB OF WHARTON	40.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118677	SABRA SUMMERS	200.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118678	SAFETY SHOE DISTRIBUTORS, LLP	120.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118679	SCHMIDT IMPLEMENT INC.	12,435.86CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118680	SILVIA CARDOZA	200.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118681	TEC-TRONIC SYSTEMS, INC	15.98CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118682	TEXAS ENTERPRISE MANUFACT	1,437.70CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118683	TITAN AVIATION FUELS	33,755.20CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118684	TRAFCO INDUSTRIES, INC.	5,433.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118685	HD SUPPLY, INC USA BLUE BOOK	1,511.88CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118686	VC3 INC	601.53CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118687	VERIZON	95.70CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118688	VERIZON WIRELESS	271.26CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118689	WHARTON COUNTY ELECTRIC C	1,254.45CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118690	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118691	PAUL WEBB	3,480.85CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118692	WHARTON CHEVY GMC	635.64CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118693	WHARTON LIONS CLUB	50.00CR	OUTSTND	A	0/00/0000
1000	8/16/2024	CHECK	118694	UNITED STATES POST OFFICE	338.10CR	OUTSTND	A	0/00/0000
1000	8/15/2024	CHECK	118695	WHENTOWORK, INC	825.00CR	OUTSTND	A	0/00/0000
1000	8/19/2024	CHECK	118696	CENTERPOINT ENERGY	2,120.73CR	OUTSTND	A	0/00/0000
1000	8/19/2024	CHECK	118697	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/19/2024	CHECK	118698	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/19/2024	CHECK	118699	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/21/2024	CHECK	118700	CENTERPOINT ENERGY	1,511.00CR	OUTSTND	A	0/00/0000
1000	8/28/2024	CHECK	118701	TEXASGULF CREDIT UNION	1,125.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118702	PROSPERITY BANK	2,064.50CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118703	PROSPERITY BANK	860.25CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118704	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118705	PROSPERITY BANK	129.80CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118706	PROSPERITY BANK	967.46CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118707	PROSPERITY BANK	604.56CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118708	PROSPERITY BANK	667.55CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118709	AQUA-TECH LABORATORIES, I	11,437.61CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118710	GULF COAST PAPER CO	106.60CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118711	INSURANCENET	71.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118712	MC DONALD SERVICES, INC	1,720.56CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118713	O'REILLY AUTOMOTIVE STORES, IN	36.02CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118714	QUILL CORPORATION	5,227.78CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118715	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118716	VOID CHECK	0.00	OUTSTND	A	0/00/0000

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COMPANY: 61 - Consolidated Cash
ACCOUNT: 1000 Cash in Bank
TYPE: Check
STATUS: All
FOLIO: All

CHECK RECONCILIATION REGISTER

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CHECK DATE: 8/01/2024 THRU 8/31/2024
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	8/27/2024	CHECK	118717	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118718	TEC-TRONIC SYSTEMS, INC	59.98CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118719	STROUHAL TIRE	722.74CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118720	WHARTON COUNTY SHERIFF'S OFFIC	650.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118721	WHARTON FEED & SUPPLY, LLC	641.90CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118722	GRAINGER	32.29CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118723	WHARTON CO CLERK	75.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118724	ROBERSON A/C & REFRIGERAT	682.50CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118725	BOUND TREE MEDICAL, LLC	1.19CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118726	MARTIN ELECTRIC CO., INC	110.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118727	EL CAMPO SPRAYING, INC	395.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118728	PITNEY BOWES BANK INC	1,000.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118729	CAPITAL ONE (WALMART)	51.46CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118730	MICHAELA GUEVARA	500.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118731	SAM PATEL	95.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118732	JESSICA LUNA	200.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118733	LILIANA BRICENO	200.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118734	JERCOYA BRUNO	50.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118735	MERCEDES THOMPSON	200.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118736	ALAMO LUMBER COMPANY	79.46CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118737	PRUDENTIA, INC.	11,450.72CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118738	TEXAS QUALITY LAWN EQUIPMENT	14.94CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118739	DEPARTMENT OF STATE HEALTH	626.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118740	DELL MARKETING L.P.	2,439.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118741	HAWKINS, INC	2,682.90CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118742	MUSTANG RENTAL SERVICES	6,417.96CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118743	THE POLICE AND SHERIFFS PRESS,	17.60CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118744	GFL ENVIRONMENTAL (WCA)	7,560.95CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118745	RELIANT ENERGY	39,486.66CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118746	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118747	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118748	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118749	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118750	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118751	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118752	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118753	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118754	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118755	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118756	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118757	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118758	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118759	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118760	VOID CHECK	0.00	OUTSTND	A	0/00/0000

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COMPANY: 61 - Consolidated Cash
ACCOUNT: 1000 Cash in Bank
TYPE: Check
STATUS: All
FOLIO: All

CHECK RECONCILIATION REGISTER

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CHECK DATE: 8/01/2024 THRU 8/31/2024
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	8/27/2024	CHECK	118761	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118762	TRACTOR SUPPLY CREDIT PLAN	200.94CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118763	TYLER TECHNOLOGIES, INC.	3,268.25CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118764	AMBRUS HIGHTOWER	1,387.50CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118765	DSS DRIVING SAFETY SERVICES, L	882.50CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118766	RICHMOND RD. TRUCK & AUTO PART	1,057.07CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118767	AUTOZONE, INC.	147.84CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118768	FLORES TIRE SERVICE, INC.	3,076.06CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118769	TEXAS LIFT SERVICE LLC	4,105.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118770	HI-LINE INC.	48.50CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118771	FORECLOSURE CLEANING & MAINTEN	811.88CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118772	VICTOR INSURANCE MANAGERS, INC	709.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118773	IMPACT PROMOTIONAL SERVICES, L	367.42CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118774	KALINA NURSERY, LLC	200.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118775	SELENA RIOS	92.46CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118776	PVS DX, INC	1,919.40CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118777	HUB INTERNATIONAL INSURANCE SE	1,250.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118778	VICTOR INSURANCE MANAGERS	200.00CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118779	TIDAL BASIN GOVERNMENT CONSULT	138,861.32CR	OUTSTND	A	0/00/0000
1000	8/28/2024	CHECK	118780	REDDICO CONSTRUCTION CO, INC	1,388,695.86CR	OUTSTND	A	0/00/0000
1000	8/29/2024	CHECK	118781	UNITED STATES POST OFFICE	1,324.69CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	2,173,235.73CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			
TOTALS FOR Consolidated Cash				CHECK TOTAL:	2,173,235.73CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

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CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 61 - Consolidated Cash
ACCOUNT: 1000 Cash in Bank
TYPE: Check
STATUS: All
FOLIO: All

CHECK DATE: 8/01/2024 THRU 8/31/2024
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STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 5,000.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

Item-1.

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	8/07/2024	CHECK	118633	TML GROUP BENEFITS RISK P	104,936.87CR	OUTSTND	A	0/00/0000
*** 1000	8/14/2024	CHECK	118644	ALSAY INCORPORATED	131,014.50CR	OUTSTND	A	0/00/0000 (A)
*** 1000	8/14/2024	CHECK	118646	ANDROID CONSTRUCTION SERVICES,	9,669.71CR	OUTSTND	A	0/00/0000 (B)
*** 1000	8/14/2024	CHECK	118650	BONNIE GRAY	8,774.00CR	OUTSTND	A	0/00/0000 (C)
1000	8/14/2024	CHECK	118651	BRANCH CONSTRUCTION GROUP, LLC	29,714.00CR	OUTSTND	A	0/00/0000 (D)
*** 1000	8/14/2024	CHECK	118654	CORE DISPLAYS, LLC	14,835.00CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118655	CUMMINS SOUTHERN	5,400.27CR	OUTSTND	A	0/00/0000
*** 1000	8/14/2024	CHECK	118661	GFL ENVIRONMENTAL (WCA)	123,487.63CR	OUTSTND	A	0/00/0000
*** 1000	8/14/2024	CHECK	118679	SCHMIDT IMPLEMENT INC.	12,435.86CR	OUTSTND	A	0/00/0000
*** 1000	8/14/2024	CHECK	118683	TITAN AVIATION FUELS	33,755.20CR	OUTSTND	A	0/00/0000
1000	8/14/2024	CHECK	118684	TRAFICO INDUSTRIES, INC.	5,433.00CR	OUTSTND	A	0/00/0000
*** 1000	8/27/2024	CHECK	118709	AQUA-TECH LABORATORIES, I	11,437.61CR	OUTSTND	A	0/00/0000
*** 1000	8/27/2024	CHECK	118714	QUILL CORPORATION	5,227.78CR	OUTSTND	A	0/00/0000
*** 1000	8/27/2024	CHECK	118737	PRUDENTIA, INC.	11,450.72CR	OUTSTND	A	0/00/0000
*** 1000	8/27/2024	CHECK	118742	MUSTANG RENTAL SERVICES	6,417.96CR	OUTSTND	A	0/00/0000
*** 1000	8/27/2024	CHECK	118744	GFL ENVIRONMENTAL (WCA)	7,560.95CR	OUTSTND	A	0/00/0000
1000	8/27/2024	CHECK	118745	RELIANT ENERGY	39,486.66CR	OUTSTND	A	0/00/0000
*** 1000	8/27/2024	CHECK	118779	TIDAL BASIN GOVERNMENT CONSULT	138,861.32CR	OUTSTND	A	0/00/0000 (E)
1000	8/28/2024	CHECK	118780	REDDICO CONSTRUCTION CO, INC	1,388,695.86CR	OUTSTND	A	0/00/0000 (F)
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	2,088,594.90CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			
TOTALS FOR Consolidated Cash				CHECK TOTAL:	2,088,594.90CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

- (A) Uthalla Water Well Rehab
- (B) Relocate - 2 - Install Fire Hydrants
- (C) GLO Buyout Relocation
- (D) Wharton Airport Sidewalk
- (E) Debris Monitoring - Beryl
- (F) US 59 Public Relocation

Prosperity Bank Credit Card
Closing date 08/31/24

Gwyn Teves	\$2.96
Joseph Pace	\$5.09
Paula Favors	\$898.20
Terry Lynch	\$2,182.53
Joan Andel	\$661.39
Roderick Semien	\$146.38
Christy Gonzales	\$0.00
Claudia Velasquez	\$54.49

All of the expenditures charged to the Prosperity Bank credit cards are within the credit card procedures established.

CITY OF WHARTON PROSPERITY BANK BALANCES

Account	08/31/24
General	\$395,179.15
PEG	\$15,184.35
Hotel/Motel	\$18,442.89
Municipal Technology	\$8,685.44
Seizure	\$33,805.33
Fire Special Revenue	\$397.38
Municipal Building	\$22,951.78
Debt	\$59,992.81
CDBG Contract	\$5,097.03
2017 Tax Notes	\$325,968.67
2011 Tax & Rev Bond	\$183,946.96
2013 Bond	\$8,203.86
Capital Improvement	\$466,055.10
QECB	\$313,157.70
2015 Bond	\$143,212.80
USDA Water Well	\$142,560.81
Tax Anticipation Notes 2019	\$56,495.47
2019 Bond	\$149,760.49
Tax Notes Series 2020	\$244,349.57
FM 1301 Project	\$206,033.36
Utility SIB	\$35,517.15
Water/Sewer	\$139,226.72
Solid Waste	\$283,653.06
EMS	\$89,929.36
Civic Center	\$27,355.11
Airport	\$31,371.62
Consolidated Cash	\$438,058.60
Payroll	\$4,614.85
Credit Card Clearing	\$80,782.76
Railroad Depot	\$678.39
Hurricane Harvey Infrastructure	\$4,760.60
	\$3,935,429.17

Monthly average yield for August 2024 was .250%

**TEXPOOL INVESTMENTS
SUMMARY OF ACCOUNTS
FOR THE MONTH ENDING AUGUST 2024**

ACCOUNT	BEGINNING BALANCE 08/01/24	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 08/31/24
General Fund	2,165,776.27	0.00	0.00	9,744.70	2,175,520.97
Hotel/Motel Fund	113.07	0.00	0.00	0.62	113.69
Municipal Court Technology	937.24	-	0.00	4.34	941.58
Seizure Fund	4,055.42	0.00	0.00	18.29	4,073.71
Municipal Court Building Security	44,767.99	-	0.00	201.41	44,969.40
Debt Service	5,595.44	0.00	0.00	25.12	5,620.56
2011 Tax Notes	5,384.45	0.00	0.00	24.18	5,408.63
2019 Tax Anticipation Notes	653.00	0.00	0.00	2.83	655.83
2019 Bond Fund	1,303,182.68	0.00	0.00	5,863.54	1,309,046.22
Utility Relocation SIB	1,818,910.41	0.00	(1,300,000.00)	7,429.27	526,339.68
Water & Sewer Fund	1,694,573.59	0.00	0.00	7,624.60	1,702,198.19
Solid Water Fund	537.12	0.00	0.00	2.48	539.60
EMS Fund	2,122,680.22	0.00	0.00	9,550.85	2,132,231.07
Civic Center Fund	515.14	0.00	0.00	2.18	517.32
Airport Fund	89,581.78	0.00	0.00	403.07	89,984.85
TOTAL TEXPOOL INVESTMENTS	\$9,257,263.82	\$0.00	(\$1,300,000.00)	\$40,897.48	\$7,998,161.30

The monthly average yield for August was 5.30%

The City of Wharton's investments are in compliance with the investment strategy as expressed in the investment policy and with the relevant provisions of Chapter 2256 of the Texas Government Code and with Generally Accepted Accounting Principles.


Joseph R. Pace., City Manager


Joan Andel, Finance Director

**TEXAS CLASS INVESTMENTS
SUMMARY OF ACCOUNTS
FOR THE MONTH ENDING AUGUST 2024**

ACCOUNT	BEGINNING BALANCE 08/01/24	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 08/31/24
General Fund	50,860.61	0.00	0.00	234.50	51,095.11
2020 Tax Notes	1,108,281.66	0.00	0.00	5,109.50	1,113,391.16
TOTAL TEXPOOL INVESTMENTS	\$1,159,142.27	\$0.00	\$0.00	\$5,344.00	\$1,164,486.27

The monthly average yield for August was 5.4314%

The City of Wharton's investments are in compliance with the investment strategy as expressed in the investment policy and with the relevant provisions of Chapter 2256 of the Texas Government Code and with Generally Accepted Accounting Principles.


Joseph R. Pace., City Manager


Joan Andel, Finance Director

CITY OF WHARTON

SELECTED FINANCIAL INFORMATION

September 2024

AD VOLAREM TAXES - CURRENT TAXES	Actual YTD FY 2022-2023 Actual	Actual YTD FY 2023-2024	% Change
Assessed Value	664,840,640	726,127,606	9.22%
Exemptions	(12,646,607)	(13,166,321)	4.11%
Net Taxable Value Before Freeze	652,194,033	712,961,285	9.32%
Less: Total Freeze Taxable	(98,508,729)	(107,302,589)	N/A
Freeze Adjusted Taxable	553,685,304	605,658,696	9.39%
Tax Rate per \$100 Value	0.41761	0.45386	8.68%
Tax Levy Before Freeze Ceiling	2,312,245	2,748,843	18.88%
Plus: Freeze Ceiling	289,292	273,736	N/A
Tax Levy	2,601,537	3,022,579	16.18%
Estimated Delinquency	(78,046)	(90,677)	16.18%
Estimated Tax Revenue	2,523,491	2,931,901	16.18%
Actual Collections to Date-Current	2,526,854	2,891,297	14.42%
Variance Over (Under) from Estimated Collections	3,362	(40,605)	

	FY 2022-2023 Actual			FY 2023-2024 Actual			FY 2024	Comparisons			
							Net	2022-23 to 2023-24		2023-24 to Budget	
	City	WEDCO	Total	City	WEDCO	Total	Budget	\$ Dif	% Dif	\$ Dif	% Dif
October	151,031	75,516	226,547	182,831	91,415	274,246	147,295	31,799	21.05%	35,535	24.13%
November	155,562	77,781	233,344	164,046	82,023	246,069	151,781	8,484	5.45%	12,265	8.08%
December	199,559	99,779	299,338	192,107	96,054	288,161	195,337	(7,452)	-3.73%	(3,230)	-1.65%
January	141,640	70,820	212,460	148,552	74,276	222,828	137,998	6,912	4.88%	10,554	7.65%
February	174,300	87,150	261,450	184,289	92,144	276,433	170,331	9,989	5.73%	13,958	8.19%
March	196,365	98,182	294,547	161,387	80,694	242,081	192,175	(34,978)	-17.81%	(30,788)	-16.02%
April	133,381	66,690	200,071	194,915	97,457	292,372	129,821	61,534	46.13%	65,094	50.14%
May	162,927	81,464	244,391	168,971	84,486	253,457	159,072	6,044	3.71%	9,899	6.22%
June	212,880	106,440	319,321	151,366	75,683	227,049	208,526	(61,514)	-28.90%	(57,159)	-27.41%
July	149,588	74,794	224,382	214,019	107,010	321,029	145,866	64,431	43.07%	68,153	46.72%
August	187,302	93,651	280,953				183,203				
September	159,205	79,602	238,807				155,387				
Total	2,023,740	1,011,870	3,035,610	1,762,483	881,241	2,643,724	1,976,792	85,249	5.08%	124,281	7.59%



Monthly Newsletter: September 2024

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in August 2024:

TexPool

Montrose Redevelopment Authority,
Regions Bank as Agent
Hays County ESD No. 4
Meadow Lake WCID No. 1
Nova Academy
Joshua Farms MMD No. 1
Atlanta EDC
Palacios EDC

TexPool Prime

Montrose Redevelopment Authority,
Regions Bank as Agent
Hays County ESD No. 4
Meadow Lake WCID No. 1
Nova Academy
Joshua Farms MMD No. 1
City of Sweeny
Atlanta EDC
Palacios EDC

Upcoming Events

September 16, 2024 - September 19, 2024
76th Annual County Treasurers' Association of Texas Conference
Denton, TX

October 15 2024 - October 18 2024
Texas Association of County Auditors Fall Conference 2024
Georgetown, TX

October 30 2024 - November 2 2024
Government Finance Officers Association of Texas (GFOAT) Fall Conference
San Marcos, TX

TexPool Advisory Board Members

Patrick Krishock David Landeros
Belinda Weaver Sharon Matthews
Deborah Laudermilk Dina Edgar
Valarie Van Vlack

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Here we go again

September 1, 2024

It should be no surprise when the financial markets get ahead of themselves. And we don't need to be an expert at behavioral economics to know rational investors don't exist. But that doesn't make it any less frustrating when traders get over their skis, adding volatility and detracting from liquidity in the market. Just as they did late last year, markets are betting the Federal Reserve cuts rates faster than policymakers have indicated and, importantly, faster than the data is supporting.

Provoked by the Labor Department's substantial downward revision of jobs added this past year and Chair Jerome Powell's dovish comments at the Federal Reserve's central bank symposium at Jackson Hole, Wyo., the futures market has increased the odds of a 50-basis point cut in September policy-setting meeting. We don't agree, expecting a quarter-point reduction. The air is thinner near the Grand Tetons, but it's the markets that seem to be affected by the altitude.

Case in point is that downgrade of the employment figure. The Dept. said that the economy added 818,000 fewer jobs over the past 12 months through March than it had reported. Because that is the largest downward revision since 2009, investors seem to be treating it as the mark of an imminent recession. But we have always felt the Fed is comfortable with monthly additions of around 150,000 jobs as it describes an economy growing at a

(continued page 6)

Performance as of August 31, 2024

	TexPool	TexPool Prime
Current Invested Balance	\$30,295,015,407	\$14,278,172,891
Weighted Average Maturity**	36 Days	40 Days
Weighted Average Life**	100 Days	76 Days
Net Asset Value	1.00019	1.00027
Total Number of Participants	2,886	613
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$141,670,216.36	\$66,171,006.19
Management Fee Collected	\$1,082,825.89	\$677,255.89
Current S&P Global Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$31,521,842,227	\$14,538,161,234
Average Monthly Rate*	5.30%	5.44%
Average Weighted Average Maturity**	36	36
Average Weighted Average Life**	100	74

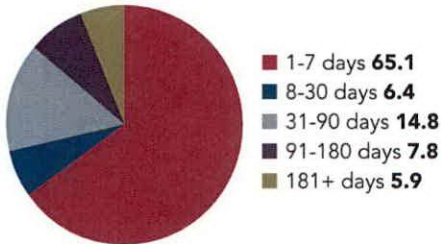
*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

**See page 2 for definitions.

Past performance is no guarantee of future results.

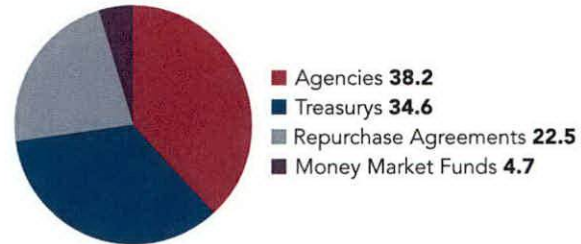
Portfolio by Maturity (%)

As of August 31, 2024



Portfolio by Type of Investment (%)

As of August 31, 2024



Portfolio Asset Summary as of August 31, 2024

	Book Value	Market Value
Uninvested Balance	\$980.38	\$980.38
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	129,985,053.28	129,985,053.28
Interest and Management Fees Payable	-141,670,304.24	-141,670,304.24
Payable for Investments Purchased	-1,052,079,563.55	-1,052,079,563.55
Accrued Expenses & Taxes	-61,475.28	-61,475.28
Repurchase Agreements	7,043,488,000.00	7,043,488,000.00
Mutual Fund Investments	1,467,085,200.00	1,467,085,200.00
Government Securities	11,977,613,453.52	11,978,227,376.68
US Treasury Bills	9,195,869,271.22	9,201,801,128.28
US Treasury Notes	1,674,784,791.82	1,674,216,730.55
Total	\$30,295,015,407.15	\$30,300,993,126.10

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	633	\$8,557,071,790.79
Higher Education	60	\$1,449,683,606.68
County	201	\$3,419,563,575.76
Healthcare	94	\$1,467,708,483.78
Utility District	936	\$4,863,791,081.58
City	509	\$8,208,559,615.51
Emergency Districts	112	\$455,969,949.25
Economic Development Districts	93	\$205,685,719.12
Other	248	\$1,666,952,454.31

**Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

Daily Summary

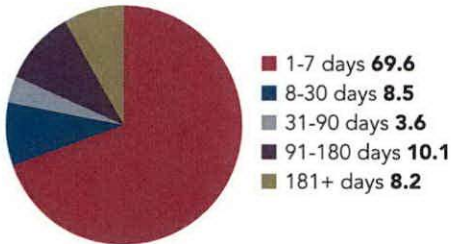
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
8/1	5.3201%	0.000145756	\$32,490,928,594.11	1.00006	35	101
8/2	5.3093%	0.000145459	\$32,415,089,501.20	1.00017	36	101
8/3	5.3093%	0.000145459	\$32,415,089,501.20	1.00017	36	101
8/4	5.3093%	0.000145459	\$32,415,089,501.20	1.00017	36	101
8/5	5.3070%	0.000145397	\$32,399,019,747.86	1.00016	34	100
8/6	5.2937%	0.000145034	\$32,519,901,024.61	1.00010	34	100
8/7	5.2965%	0.000145109	\$32,325,823,153.30	1.00011	36	100
8/8	5.2978%	0.000145146	\$32,194,123,280.87	1.00008	36	99
8/9	5.3116%	0.000145523	\$32,337,029,464.16	1.00007	37	98
8/10	5.3116%	0.000145523	\$32,337,029,464.16	1.00007	37	98
8/11	5.3116%	0.000145523	\$32,337,029,464.16	1.00007	37	98
8/12	5.2992%	0.000145184	\$32,190,970,161.73	1.00011	35	96
8/13	5.2988%	0.000145173	\$31,938,498,788.38	1.00014	37	102
8/14	5.2955%	0.000145081	\$31,130,707,531.72	1.00013	37	104
8/15	5.2917%	0.000144978	\$30,978,796,645.72	1.00008	38	103
8/16	5.2975%	0.000145137	\$30,995,885,914.68	1.00008	38	102
8/17	5.2975%	0.000145137	\$30,995,885,914.68	1.00008	38	102
8/18	5.2975%	0.000145137	\$30,995,885,914.68	1.00008	38	102
8/19	5.2789%	0.000144627	\$30,922,381,312.99	1.00007	35	100
8/20	5.2857%	0.000144815	\$30,862,265,575.48	1.00010	36	102
8/21	5.2846%	0.000144783	\$30,723,025,342.38	1.00013	35	102
8/22	5.2833%	0.000144749	\$30,609,672,136.30	1.00010	35	103
8/23	5.2861%	0.000144824	\$31,346,092,462.85	1.00010	35	100
8/24	5.2861%	0.000144824	\$31,346,092,462.85	1.00010	35	100
8/25	5.2861%	0.000144824	\$31,346,092,462.85	1.00010	35	100
8/26	5.2953%	0.000145077	\$31,126,043,327.52	1.00011	33	99
8/27	5.2958%	0.000145091	\$31,041,841,892.48	1.00014	33	98
8/28	5.2982%	0.000145155	\$31,057,496,129.37	1.00013	34	98
8/29	5.2998%	0.000145199	\$30,793,291,541.21	1.00011	35	99
8/30	5.2968%	0.000145117	\$30,295,015,407.15	1.00019	36	100
8/31	5.2968%	0.000145117	\$30,295,015,407.15	1.00019	36	100
Average:	5.2977%	0.000145142	\$31,521,842,226.74	1.00011	36	100



TEXPOOL Prime

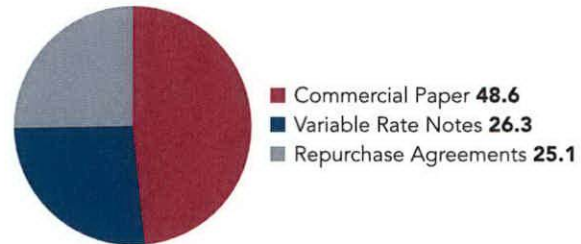
Portfolio by Maturity (%)

As of August 31, 2024



Portfolio by Type of Investment (%)

As of August 31, 2024



Portfolio Asset Summary as of August 31, 2024

	Book Value	Market Value
Uninvested Balance	\$939.86	\$939.86
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	23,313,247.91	23,313,247.91
Interest and Management Fees Payable	-66,172,637.51	-66,172,637.51
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-42,912.54	-42,912.54
Repurchase Agreements	3,589,809,000.00	3,589,809,000.00
Commercial Paper	9,231,265,252.92	9,234,627,474.46
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	1,500,000,000.00	1,500,539,471.15
Total	\$14,278,172,890.64	\$14,282,074,583.33

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	167	\$5,061,114,829.70
Higher Education	19	\$1,125,643,091.57
County	54	\$1,078,125,626.09
Healthcare	23	\$577,814,255.76
Utility District	77	\$558,390,513.22
City	120	\$2,472,195,672.83
Emergency Districts	35	\$111,787,078.69
Economic Development Districts	23	\$50,870,646.34
Other	95	\$3,242,083,295.87



TexPool Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
8/1	5.4459%	0.000149203	\$15,404,102,473.27	1.00013	34	70
8/2	5.4479%	0.000149258	\$15,287,929,071.55	1.00017	35	70
8/3	5.4479%	0.000149258	\$15,287,929,071.55	1.00017	35	70
8/4	5.4479%	0.000149258	\$15,287,929,071.55	1.00017	35	70
8/5	5.4443%	0.000149160	\$15,130,419,068.15	1.00047	34	69
8/6	5.4415%	0.000149082	\$15,025,397,643.89	1.00033	34	69
8/7	5.4397%	0.000149032	\$14,983,642,145.77	1.00031	35	70
8/8	5.4444%	0.000149163	\$14,849,003,999.00	1.00033	35	71
8/9	5.4475%	0.000149246	\$14,779,639,570.88	1.00015	36	71
8/10	5.4475%	0.000149246	\$14,779,639,570.88	1.00015	36	71
8/11	5.4475%	0.000149246	\$14,779,639,570.88	1.00015	36	71
8/12	5.4504%	0.000149325	\$14,835,174,090.14	1.00028	33	70
8/13	5.4514%	0.000149354	\$14,710,996,537.57	1.00029	33	70
8/14	5.4527%	0.000149390	\$14,395,561,651.33	1.00032	34	75
8/15	5.4532%	0.000149403	\$14,238,146,914.27	1.00030	34	75
8/16	5.4551%	0.000149455	\$14,093,865,737.34	1.00013	35	77
8/17	5.4551%	0.000149455	\$14,093,865,737.34	1.00013	35	77
8/18	5.4551%	0.000149455	\$14,093,865,737.34	1.00013	35	77
8/19	5.4521%	0.000149373	\$13,955,850,546.32	1.00028	33	75
8/20	5.4488%	0.000149283	\$13,892,412,473.81	1.00028	33	75
8/21	5.4359%	0.000148930	\$14,156,978,805.12	1.00030	36	76
8/22	5.4360%	0.000148932	\$14,083,783,074.92	1.00032	36	76
8/23	5.4312%	0.000148799	\$14,201,983,801.58	1.00018	37	77
8/24	5.4312%	0.000148799	\$14,201,983,801.58	1.00018	37	77
8/25	5.4312%	0.000148799	\$14,201,983,801.58	1.00018	37	77
8/26	5.4332%	0.000148855	\$14,273,379,445.11	1.00034	35	74
8/27	5.4366%	0.000148949	\$14,226,191,841.99	1.00032	40	78
8/28	5.4371%	0.000148963	\$14,453,638,296.95	1.00033	39	76
8/29	5.4327%	0.000148842	\$14,421,718,920.42	1.00035	38	75
8/30	5.4315%	0.000148809	\$14,278,172,890.64	1.00027	40	76
8/31	5.4315%	0.000148809	\$14,278,172,890.64	1.00027	40	76
Average:	5.4434%	0.000149133	\$14,538,161,233.98	1.00025	36	74



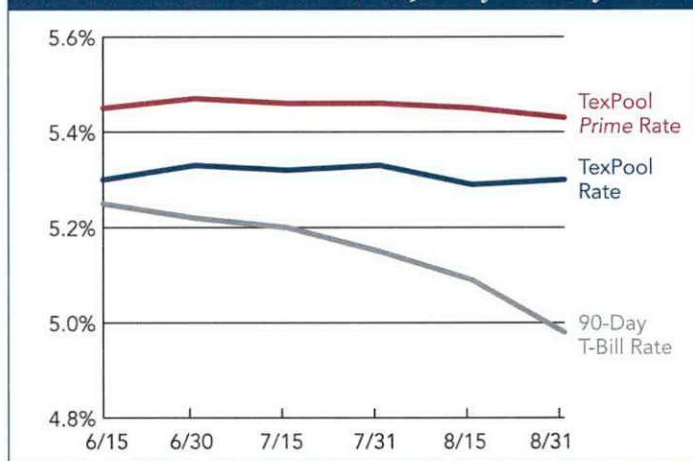
Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

reasonable pace. Well, the new average is 174,000—not as “red hot” as before the revision, but with a robustness still indicative of a soft landing.

While monetary policy works with a lag, the Fed likely views the labor market as supporting a soft landing, not a free fall. Powell, for one, doesn’t appear to be panicking, saying, “We do not seek or welcome further cooling in labor market conditions,” in his address in Jackson Hole. In our minds, it would take an extraordinarily weak August payroll number combined with a large jump in the unemployment rate to shift our expectations from a quarter-point to a half-point cut at the September FOMC meeting. On the flip side, the data would have to be very strong to derail the Fed from easing at all. Inflation prints between now and then also are key, of course. Policymakers will have seen all three major government reports—July PCE and August CPI and PPI—before they meet Sept. 16-18, and the same logic applies.

Unfortunately for cash managers, the more investors infer, the more they interfere. The yield curve has now completely inverted. For those of us who expect at most 75 basis-points of cuts in the fed funds target range (now 5.25-5.5%) by year-end, it’s hard to rationalize buying securities offering the corresponding deflated yields.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

Tips for Preventing Financial Fraud

With cyber-crime and other social engineering attacks on the rise, TexPool offers tips, resources, and other suggestions to help protect your participating entity from potential financial fraud. Please visit the Financial Fraud Prevention page on TexPool.com to learn more.

We also encourage you to complete the Phishing and Cyber Awareness course that is available through TexPool Acad

Texas CLASS

Texas CLASS

Date	Dividend Rate	Daily Yield
08/01/2024	0.000149357	5.4669%
08/02/2024	0.000446757	5.4505%
08/03/2024	0.000000000	5.4505%
08/04/2024	0.000000000	5.4505%
08/05/2024	0.000148714	5.4429%
08/06/2024	0.000148228	5.4251%
08/07/2024	0.000148301	5.4278%
08/08/2024	0.000148176	5.4233%
08/09/2024	0.000444930	5.4281%
08/10/2024	0.000000000	5.4282%
08/11/2024	0.000000000	5.4282%
08/12/2024	0.000148482	5.4355%
08/13/2024	0.000148365	5.4302%
08/14/2024	0.000148515	5.4357%
08/15/2024	0.000148429	5.4325%
08/16/2024	0.000445266	5.4323%
08/17/2024	0.000000000	5.4322%
08/18/2024	0.000000000	5.4322%
08/19/2024	0.000148217	5.4247%
08/20/2024	0.000148185	5.4236%
08/21/2024	0.000148119	5.4212%
08/22/2024	0.000147907	5.4135%
08/23/2024	0.000443592	5.4122%
08/24/2024	0.000000000	5.4122%
08/25/2024	0.000000000	5.4122%
08/26/2024	0.000148310	5.4281%
08/27/2024	0.000148451	5.4333%
08/28/2024	0.000148659	5.4409%
08/29/2024	0.000148609	5.4391%
08/30/2024	0.000296756	5.4306%
08/31/2024	0.000000000	5.4306%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

Wharton County Tax Office

Run Date: 9/3/2024 9:42:36AM

Distribution Summary 2 Report

Page 6 of 23

Start Date from 8/1/2024 to 8/31/2024 and Tax Unit Numbers = {multiple}

CWH - CITY OF WHARTON

Current Levy M&O	2,097.38	Delinquent Levy M&O	684.57
Current Penalty M&O	228.91	Delinquent Penalty M&O	80.04
Current Interest M&O	129.56	Delinquent Interest M&O	239.73
Current Other M&O	0.00	Delinquent Other M&O	0.00
Cur Rendition Penalty M&O	0.00	Delq Rendition Penalty M&O	5.88
Cur Rendition Fraud M&O	0.00	Delq Rendition Fraud M&O	0.00

Total Current M&O	2,455.85	Total Delinquent M&O	1,010.22
Current Levy I&S	7,995.95	Delinquent Levy I&S	2,153.22
Current Penalty I&S	872.47	Delinquent Penalty I&S	248.28
Current Interest I&S	493.93	Delinquent Interest I&S	610.62
Current Other I&S	0.00	Delinquent Other I&S	0.00
Cur Rendition Penalty I&S	0.00	Delq Rendition Penalty I&S	0.00
Cur Rendition Fraud I&S	0.00	Delq Rendition Fraud I&S	0.00
Total Current I&S	9,362.35	Total Delinquent I&S	3,012.12

Current Levy	10,093.33	Delinquent Levy	2,837.79
Current Penalty	1,101.38	Delinquent Penalty	328.32
Current Interest	623.49	Delinquent Interest	850.35
Current Other	0.00	Delinquent Other	0.00
Cur Rendition Penalty	0.00	Delq Rendition Penalty	5.88
Cur Rendition Fraud	0.00	Delq Rendition Fraud	0.00

Total Current	11,818.20	Total Delinquent	4,022.34
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Grand Total M&O	3,466.07
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Grand Total I&S	12,374.47
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Grand Total S1	0.00
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Total Due to Jurisdiction	15,840.54
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Total Due to Delq Tax Atty	2,903.90
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Total Due CAD	0.31
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City of Wharton
120 E. Caney Street
Wharton, TX 77488

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Ordinance: An ordinance adopting the Fiscal Year 2024-2025 Annual Budget for the City of Wharton, Texas; appropriating the sums established therein; and directing the City Secretary to file copies as required by law.
<p>During the Regular City Council meeting held on August 28, 2024, you received under separate cover a copy of the proposed budget for the City of Wharton, Texas, Fiscal Year October 1, 2024, to September 30, 2025.</p> <p>Also, during the Regular City Council meeting held September 9, 2024, the City Council held a Public Hearing to receive public input regarding the City of Wharton's Annual Budget for Fiscal Year 2024–2025.</p> <p>Attached is a draft ordinance adopting the Fiscal Year 2024-2025 Annual Budget for the City of Wharton, Texas.</p> <p>Finance Director Joan Andel will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			

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

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2024-2025 ANNUAL
BUDGET FOR THE CITY OF WHARTON, TEXAS; APPROPRIATING THE
SUMS ESTABLISHED THEREIN; AND DIRECTING THE
CITY SECRETARY TO FILE COPIES AS REQUIRED BY LAW.**

WHEREAS, the City's budget for the fiscal year ending September 30, 2025, which is attached hereto, was duly submitted to the City Council more than thirty (30) days prior to September 30, 2024; and,

WHEREAS, a public hearing was duly called and held on said budget not less than seven days nor more than fourteen days after the date of publication giving notice of such meeting and prior to the time the City Council of the City of Wharton levied taxes for such current fiscal year; and,

WHEREAS, all parties desiring to participate and be heard at said public hearing having been heard until no more evidence was offered, and such hearing having been concluded, and the City Council of said City having made such changes in such budget as in its judgment the law warrants and the best interest of the taxpayers of the City of Wharton, Texas, demand, said budget with such changes being attached hereto, as aforesaid.

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

Section 1. **THAT** the findings set out in the preamble of this ordinance are true and correct.

Section 2. **THAT** the budget of the City of Wharton, Texas, for the fiscal year ending September 30, 2025, be and the same is hereby, in all respects, finally approved and adopted, including any changes approved by the City Council; and the same shall be and is hereby filed with the City Secretary of the City.

Section 3. **THAT** the General Fund is hereby established to account for resources associated with traditional government activities, which are not required legally or by sound financial management to be accounted for in another fund. The General Fund is hereby approved with \$8,317,772 in estimated revenues and \$8,317,772 in appropriations, with transfers-in approved at \$1,559,387 and transfers-out approved at \$34,779. The amounts are specified for departmental purposes named in said budget and they are hereby appropriated to and for such purposes at the departmental level.

- Section 4.** **THAT**, the PEG (Public, Educational, Government television access) fund is created to account for all funds received from the 1% franchise fee provided through the local cable provider. The PEG Fund is hereby approved with \$1,500 in estimated revenues and \$1,500 in appropriations.
- Section 5.** **THAT** the Hotel Motel Fund is created to account for the occupancy tax levied on hotel rooms within the City as adopted by city ordinance and consistently with Chapter 351 of the Texas Tax Code. The Hotel Motel Fund is hereby approved with \$295,952 in estimated revenues and \$295,952 in appropriations, which includes transfers-out approved at \$235,952, with a beginning fund balance of approximately \$84,873.
- Section 6.** **THAT** the Narcotics Seizure Fund is created to account for the resources and uses of assets seized in illegal narcotics activities. The uses are limited to law enforcement activities. The Narcotics Seizure Fund is hereby approved with \$4,700 in estimated revenues and \$4,700 in appropriations, with a beginning fund balance of approximately \$15,821.
- Section 7.** **THAT** the Debt Service Fund is hereby created to account for the accumulation of resources collected for Interest and Sinking requirements and for the disbursement of those resources for debt requirements. The Debt Service Fund is hereby approved with \$2,596,963 in estimated revenues and \$2,557,963 in appropriations, with a beginning fund balance of approximately \$362,437.
- Section 8.** **THAT** the Capital Improvement Fund is created to account for infrastructure improvements authorized by the City Council. The Capital Improvement Fund is approved with \$100,000 in estimated revenues and expenses.
- Section 9.** **THAT** the Water and Sewer Fund is created to account for the resources and uses associated with the delivery of utility services to citizens of Wharton as an enterprise fund. The Water & Sewer Fund is hereby approved with \$6,457,886 in estimated revenues. The Water & Sewer Fund is also approved with \$6,457,886 in appropriations, which includes a franchise fee of 8%, or approximately \$504,431, of water and sewer sales and transfers out at \$1,260,975.
- Section 11.** **THAT** the Solid Waste Fund is created to account for the financial activities of the City's solid waste collection contract and delivery to citizens of Wharton as an enterprise fund. The Solid Waste Fund is approved with \$1,800,218 in estimated revenues and \$1,800,218 in appropriations, which includes a franchise fee of 6%, or approximately \$92,044, of solid waste revenues.
- Section 12.** **THAT** the Emergency Medical Services Fund is created to account for the financial activities of the emergency medical services provided to the city and surrounding areas as an enterprise fund. The Emergency Medical Services Fund

is approved with \$3,339,593 in estimated revenues and \$3,339,593 in appropriations, which includes transfers out at \$98,412.

Section 13. **THAT** the Civic Center Fund is created to account for the financial activities of the Civic Center as an enterprise fund. The Civic Center is approved with \$349,157 in estimated revenues and \$349,157 in appropriations. Transfers-in are approved at \$263,731.

Section 14. **THAT** the Airport Fund is created to account for the financial activities of the Wharton Regional Airport as an enterprise fund. The Airport Fund is approved with \$419,969 in estimated revenues and \$419,969 in appropriations.

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

Tim Barker, Mayor

Burnell Neal, Councilmember District 1

Steven Schneider, Councilmember District 2

Terry Freese, Councilmember District 3

Michael Voulgaris, Councilmember District 4

Russell Machann, Councilmember at Large Place 5

Larry Pittman, Councilmember at Large Place 6

Separability

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

CITY OF WHARTON

By: _____
Tim Barker, Mayor

ATTEST:

APPROVED FOR ADMINISTRATION:

Paula Favors, City Secretary

Joseph R. Pace, City Manager

APPROVED AS TO FORM:


APPROVED FOR FUNDING:

Paul Webb, City Attorney

Joan Andel, Finance Director

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Ordinance: An ordinance levying a tax rate for the City of Wharton, Texas, for the Tax Year 2024; directing the Tax Assessor-Collector to assess, account for, and distribute the taxes as herein levied; and providing repealing and severability clauses.
<p>Attached is the draft ordinance levying a tax rate for the City of Wharton, Texas, for the Tax Year 2024; directing the Tax Assessor-Collector to assess, account for, and distribute the taxes as herein levied; and providing repealing and severability clauses.</p> <p>Finance Director Joan Andel will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			

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

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

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

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

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

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

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

Passage and Approval

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

Tim Barker, Mayor _____

Burnell Neal, Councilmember District 1 _____

Steven Schneider, Councilmember District 2 _____

Terry Freese, Councilmember District 3 _____

Michael Voulgaris, Councilmember District 4 _____

Russell Machann, Councilmember at Large Place 5 _____

Larry Pittman, Councilmember at Large Place 6 _____

Separability

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

CITY OF WHARTON

By: _____
Tim Barker, Mayor

ATTEST:

APPROVED FOR ADMINISTRATION:

Paula Favors, City Secretary

Joseph R. Pace, City Manager

APPROVED AS TO FORM:


APPROVED FOR FUNDING:

Paul Webb, City Attorney

Joan Andel, Finance Director

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council adopting the City of Wharton Investment Policy after the Annual Review of the City of Wharton Investment Policy and setting an effective date.
<p>The City of Wharton Investment Policy must be reviewed and adopted annually.</p> <p>Attached is a memo from Finance Director Joan Andel regarding the current policy.</p> <p>Ms. Andel will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

To: Mr. Joseph R. Pace
City Manager

From: Joan Andel

Date: September 16, 2024

Re: Investment Policy

I have submitted the current City of Wharton's Investment Policy to Mr. James Gilley Jr., Financial Advisor at U.S. Capital Advisors for his annual review. I have listed the statutory requirement of Chapter 2256 of the Public Funds Investment Act and have also listed the three Local Governmental Investment Pools to the List of Broker/Dealers. At this time, Mr. Gilley sees no other changes needed to the policy.

I would like to place this on the City Council agenda on Monday, September 23, 2024 for approval. Should you have any further questions, please contact me.

Thank you.

EXHIBIT A

CITY OF WHARTON INVESTMENT POLICY

INTRODUCTION

The purpose of this document is to set forth-specific investment policy and strategy guidelines for the City of Wharton in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The City Council of the City of Wharton shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the investment policy or strategy. This policy serves to satisfy the statutory requirement (specifically the **Chapter 2256** Public Funds Investment Act, Article 342a-2 V.T.C.S. (the "Act) to define, adopt and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City of Wharton maintains portfolios, which utilize three specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities and maintaining balances in investment pools.
- B. Investment strategies for debt service funds and debt service reserve funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date, which exceeds the debt service payment date.
- C. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of the City of Wharton. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- All Other Funds

II. OBJECTIVES

The City of Wharton shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they be from securities defaults or erosion of market value.

Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Yield

The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

The cash management portfolio yield objective shall in no way limit the investment at rates below the portfolio-yield objective, consistent with prudent investment practices.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction, which might impair public confidence in the City's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

Investment Committee

An Investment Committee, consisting of the Director of Finance, the City Manager and the Finance and Budget Committee shall meet at least annually to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The Director of Finance is designated as investment officer of the City and is responsible for investment decisions and activities. The Director of Finance shall establish written procedures for the operation of the investment program, consistent with this investment policy. The investment officer shall attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Training must be obtained not less than once every two years and receive 10 hours of training. Such training from an independent source shall be approved or endorsed by either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments, University of North Texas Center for Public Management.

Internal Controls

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The results of this review shall be reported to the City Council. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.
- G. Development of a wire transfer agreement with the depository bank or third party custodian.

Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

IV. REPORTING

Quarterly Reporting

The Director of Finance shall submit a signed quarterly investment report. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter.

Annual Report

Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner, which will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased.
- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio which each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State Law and the

investment strategy and policy approved by the City Council.

V. INVESTMENT PORTFOLIO

Investments

Assets of the City of Wharton may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase.

Authorized

- A. Obligations of the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America.
- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having an underlying rating of not less than "A" or its equivalent. However, if the obligations are insured by municipal bonds insurance having a rating of "double-A" equivalent or higher, then the underlying rating of the obligations shall be not less than the lowest investment grade rating.
- E. Certificates of Deposit of state and national banks domiciled in Texas, a savings bank domiciled in Texas, or a state or federal credit union domiciled in Texas, which is:
 - 1. Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - 2. Secured by obligations described in A through D above, which are intended to include all direct agency or instrumentality issued mortgage backed securities rated AAA by a nationally recognized rating agency, or by Article 2529b-1, V.T.C.S., and that have a market value of not less than the principal amount of the certificates.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the Director of Finance, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.

- G. Joint pools of political subdivisions in the State of Texas, which invest in instruments and follow practices allowed by current law. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
- H. No-load money market mutual funds who are rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service, registered with the SEC, provide a prospectus, have a dollar-weighted average stated maturity of 90 days or less and includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share. The City shall invest in the aggregate no more than 80 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in no-load money market mutual funds.

Not Authorized

The City's authorized investments options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

Holding Period

The City of Wharton intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five years.

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be minimized by coupon income and current income received from the volume of the portfolio during a twelve-month period.

Risk and Diversification

The City of Wharton recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification, which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.
- C. Risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described herein.

VI. SELECTION OF BANKS AND DEALERS

Depository

A Depository shall be selected through the City's banking service procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Director of Finance shall conduct a comprehensive review of prospective depositories credit characteristics and financial history. The term for depository contracts may be no longer than five years.

Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Director of Finance.

Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers that are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All Securities dealers shall provide the City with references from public entities, which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified brokers authorized to engage in investment transactions with the entity.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of state registration

- completed broker/dealer questionnaire
- certification of having read the City's investment policy signed by a qualified representative of the organization
- acknowledgment that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization

Qualified representative means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- A. For a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the FINRA;
- B. For a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- C. For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the certification on behalf of the investment pool.

Investment Pools

A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds.

- the types of investments in which money is allowed to be invested.
- the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
- the maximum stated maturity date of any investment security within the portfolio.
- the objectives of the pool.
- the size of the pool.
- the names of the members of the advisory board of the pool and the dates their terms expire.
- the custodian bank that will safekeep the pool's assets.
- whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation.
- whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
- the name and address of the independent auditor of the pool.
- the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the

- entity to invest funds in and withdraw funds from the pool.
- the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
- a description of interest calculations and how interest is distributed, and how gains and losses are treated.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance.

VII. SAFEKEEPING AND CUSTODY

Insurance or Collateral

All deposits of City funds shall be secured by pledged collateral. When a pledge of collateral is necessary it must meet the following FIRREA requirements: (1) the collateral pledge agreement must be in writing, (2) the collateral pledge agreement must be approved by the depository's board of directors or loan committee, (3) the depository's approval of the collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same, and (4) the collateral pledge agreement must be kept in the official records of the depository. The depository must provide the Investment Officer with written proof of the depository's approval of the pledge agreement as required herein in the form of a signed or certified copy of the minutes of the meeting of the depository's board or loan committee reflecting the approval.

In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Director of Finance or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a safekeeping agreement which clearly defines the procedural steps for gaining access to the collateral should the City of Wharton determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Wharton, the firm pledging the collateral, and the Trustee.

Collateral Defined

The City of Wharton shall accept only the following securities as collateral:

All investments authorized in A-E of Section V of this investment policy.

Subject to Audit

All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds, Repurchase Agreements and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

VIII. INVESTMENT POLICY ADOPTION

The City of Wharton investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be recommended for approval to the City Council. The City Council shall review these investment policies and strategies not less than annually and approval must be reflected in the minutes of the meeting.

GLOSSARY of COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Asked: The price at which securities are offered.

Bid: The price offered for securities.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Wharton. It includes six combined statements and basic financial statements for each individual

fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-avis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, HUD. It is the largest

single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FHM mortgages. The term pass-throughs is often used to describe Ginnie Maes.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy.

Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC Rule 15C3-1: See uniform net capital rule.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price of the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**List of Broker / Dealer
Local Governmental Investment Pools**

The following is a list of qualified brokers authorized to engage in investment transactions with the City of Wharton and Texas Local Governmental Investment Pools.

Mr. Wink Harvey
Deutsche Bank
700 Louisiana St.
Suite 1500
Houston, Texas 77002
832-239-3340

Ms. Polly Moore
Morgan Keegan & Co.
2801 Via Furtuna
Suite 650
Austin, Texas 78746
512-306-2514

Mr. Steve Zanone
FTN Financial Capital Markets
7500 College Blvd.
Suite 1170 Lighton Tower
Overland Park, KS 66210
913-339-5400

Texas Class LGIP

Tex Pool LGIP

Tex Star LGIP

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

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

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

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

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

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

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

Section I. The City of Wharton has complied with the requirements of the Public Funds Investment Act, and the Investment Policy attached hereto as "Exhibit A" is hereby adopted as the Investment Policy of the City of Wharton, effective September 23, 2024.

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

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

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the Mayor of the City of Wharton, Wharton County, Texas, to execute an agreement with the Wharton Chamber of Commerce and Agriculture for Visitor and Convention Bureau Services for October 1, 2024, to September 30, 2025, Fiscal Year.
<p>Attached is a draft agreement between the City of Wharton and the Chamber of Commerce & Agriculture for Visitor and Convention Bureau Services for October 1, 2024, to September 30, 2025, Fiscal Year.</p> <p>Also, attached is a copy of a draft resolution approving the agreement.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			

WHARTON CHAMBER OF COMMERCE & AGRICULTURE CONTRACT

STATE OF TEXAS {}

COUNTY OF WHARTON {}

WHEREAS, The City of Wharton and the Wharton Chamber of Commerce & Agriculture have a mutual interest in establishing Wharton's identity as a major economic marketplace by bringing additional revenue into the economy through the general promotion of Wharton and through attracting visitors, for such purposes as vacation, business, and relocation or special events; and,

WHEREAS, The Wharton Chamber of Commerce & Agriculture traditionally has concerned itself with these goals and is the best-qualified agency to plan and execute programs designed to accomplish these purposes with the least duplication of resources.

Now, Therefore, the City of Wharton, Texas, hereinafter called City, and the Wharton Chamber of Commerce & Agriculture, hereinafter called Chamber, make and enter into the following agreement and contract:

The City hereby designates and authorizes the Chamber, and the Chamber accepts and agrees to act as administrator of the community promotional program to be developed and executed by said Chamber and funded by the City with \$50,000.00 paid on or before October 10, 2024. The Chamber shall use such funds to execute a coordinated program for the following purposes:

1. To promote Wharton as a desirable City with excellent food, lodging, and shopping accommodations for the traveling public and as an ideal location for business meetings, conferences, conventions, and special events, including festivals, cultural programs, and sports activities.

2. To actively promote the use of the Wharton Civic Center as a desirable location for business meetings, conferences, conventions, and special events, including but not limited to weddings, reunions, celebrations, etc.

3. To provide visitors with information regarding all local points of attraction, all hotels, food and shopping establishments, and all businesses that can be of assistance during their stay. The Chamber will be responsible for compiling, printing, and distribution of said information.
4. To provide for the administrative cost of such activities. The Chamber shall administer the funds under the control of the Chamber Board of Directors and shall provide a staff under the supervision of the Chamber Executive Director.
5. The Wharton City Council approved on September 23, 2024, \$50,000.00 to fund the Wharton Chamber of Commerce, of which \$8,000.00 is to be used to fund non-profit groups hosting special events, including festivals. The requests would be accepted, reviewed, and approved by the Chamber of Commerce, with the amount being at the discretion of the Chamber of Commerce without stipulations attached. If the total amount is not expended by September 30, 2025, any remaining funds will be deducted from the next year's budgeted allotment.

This program shall be under the direction of a Board of Directors of the Chamber and such committee (s) as it may appoint to execute such program.

The term of this agreement shall begin October 1, 2024, and shall remain in effect until September 30, 2025.

The following operating procedures are hereby adopted for the program:

1. Reports: A progress report of financial operation prepared by a Certified Public Accountant (CPA) shall be made available to the City on or before the 25th day of the month following the end of each calendar quarter and in each quarter thereafter. Each report will include all income and disbursements for the preceding quarter and for the fiscal year to date. The quarterly

report for the last quarter of the fiscal year shall include an annual report of all activities of the preceding calendar year.

A progress report of activities performed in executing agreed-upon programs will be given on a quarterly basis. Minutes from each monthly Chamber General Board of Directors Meeting will be made available to the City on or before the 25th day of the month following the preceding month's meeting.

2. Financial Reporting: An annual financial report prepared by a Certified Public Accountant (CPA) shall be submitted to the City during the first quarter of each calendar year for the previous fiscal year.
3. Bank Account: A check for \$50,000.00 paid on or before October 10, 2024, shall be issued by the City to the Chamber. The Chamber shall have custody and responsibility for such funds and all records relating thereto during the term of this agreement.
4. Records Retention: All original books of entry will be maintained in perpetuity. All canceled checks and other financial records will be maintained for a period of five (5) years after the close of the most recent fiscal year.
5. Bonds: Chamber officers and staff designated by the Chamber to withdraw funds shall be bonded in the amount of \$25,000.00. Proof of such shall be made available to the City at the time of annual financial reporting for each year this agreement is entered into.
6. Expenses: All expenses incurred by the Chamber in the administration of this program for the purposes of the agreement shall be paid

from this account.

The Chamber shall use the funds provided to further the purposes stated herein. The program planning, preparation, and execution shall be the sole responsibility of the Chamber. The City shall not be liable for the actions of the Chamber thereof or for any debt contracted by the Chamber. The obligations of the City shall be limited to the transmittal of funds actually transferred to the Chamber from the City.

PASSED AND APPROVED by the Wharton City Council on the 23rd day of September 2024.

EXECUTED in duplicate copies, this the _____ day of _____ 2024.

CITY OF WHARTON, TEXAS

TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

WHARTON CHAMBER OF COMMERCE AND AGRICULTURE

Chairman Board of Directors

ATTEST:

KAREN SMITH
Executive Director

Acknowledgments

THE STATE OF TEXAS {}

COUNTY OF WHARTON {}

This instrument was acknowledged before me on the _____ day of _____ 2024,
by Mayor Tim Barker.

Notary Public, State of Texas

THE STATE OF TEXAS {}

COUNTY OF WHARTON {}

This instrument was acknowledged before me on the _____ day of _____ 2024,
by the Chairman of the Wharton Chamber of Commerce & Agriculture Board of Directors.

Notary Public, State of Texas

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE MAYOR OF THE CITY OF WHARTON, WHARTON COUNTY, TEXAS, TO EXECUTE AN AGREEMENT WITH THE WHARTON CHAMBER OF COMMERCE AND AGRICULTURE FOR VISITOR AND CONVENTION BUREAU SERVICES FOR OCTOBER 1, 2024, TO SEPTEMBER 30, 2025, FISCAL YEAR.

WHEREAS, The Wharton City Council hereby authorizes Mayor Tim Barker to execute an agreement with the Wharton Chamber of Commerce and Agriculture for Visitor and Convention Bureau Services; and,

WHEREAS, The City of Wharton and the Wharton Chamber of Commerce and Agriculture hereby agree to be bound by the conditions as set forth in the agreement.

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

Section I. That the Wharton City Council hereby authorizes Tim Barker, Mayor of the City of Wharton, to execute an agreement with the Wharton Chamber of Commerce and Agriculture for Visitor and Convention Bureau Services for the October 1, 2024, to September 30, 2025, Fiscal Year.

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

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

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Request by Mr. Jeff Rainer, Wharton Chamber of Commerce & Agriculture 2024 Holiday Parade Chairman, for the Wharton Holiday Parade for the following: A. Ordinance: An ordinance approving the 2024 Chamber of Commerce & Agriculture Holiday Parade Permit and authorizing the Wharton Police Department to redirect traffic. B. The closure of State Highway 60 (Burleson Street and Milam Street) from its intersection at Alabama Road and Polk Street and the 100 Block of South Fulton Street and South Houston Street from 5:00 p.m. to 9:00 p.m. and declare it as a “No Parking Zone”. C. City of Wharton to transport, set up, and return five (5) portable lights for use during the parade.
<p>Attached you will the request from Mr. Jeff Rainer, Wharton Chamber of Commerce & Agriculture 2024 Holiday Parade Chairman, for the Wharton Holiday Parade.</p> <p>Also attached is a copy of the draft ordinance.</p> <p>Ms. Karen Smith, Executive Director of the Wharton Chamber of Commerce, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			



225 N. Richmond Road, Wharton, Texas 77488
Karen Smith, Executive Director

979-532-1862 whartonchamber.com
Kristi Kocian, Board Chair

September 17, 2024

Joseph Pace, City Manager
120 E. Caney St.
Wharton, TX 77488

Dear Mr. Pace,


The 44th Annual Chamber of Commerce Christmas Holiday Parade is scheduled for Tuesday, November 26th. Pre-parade activities will begin at 6 pm, and the parade at 7 pm. The 2024 Parade Committee thanks the City of Wharton, which is instrumental to this event's success.

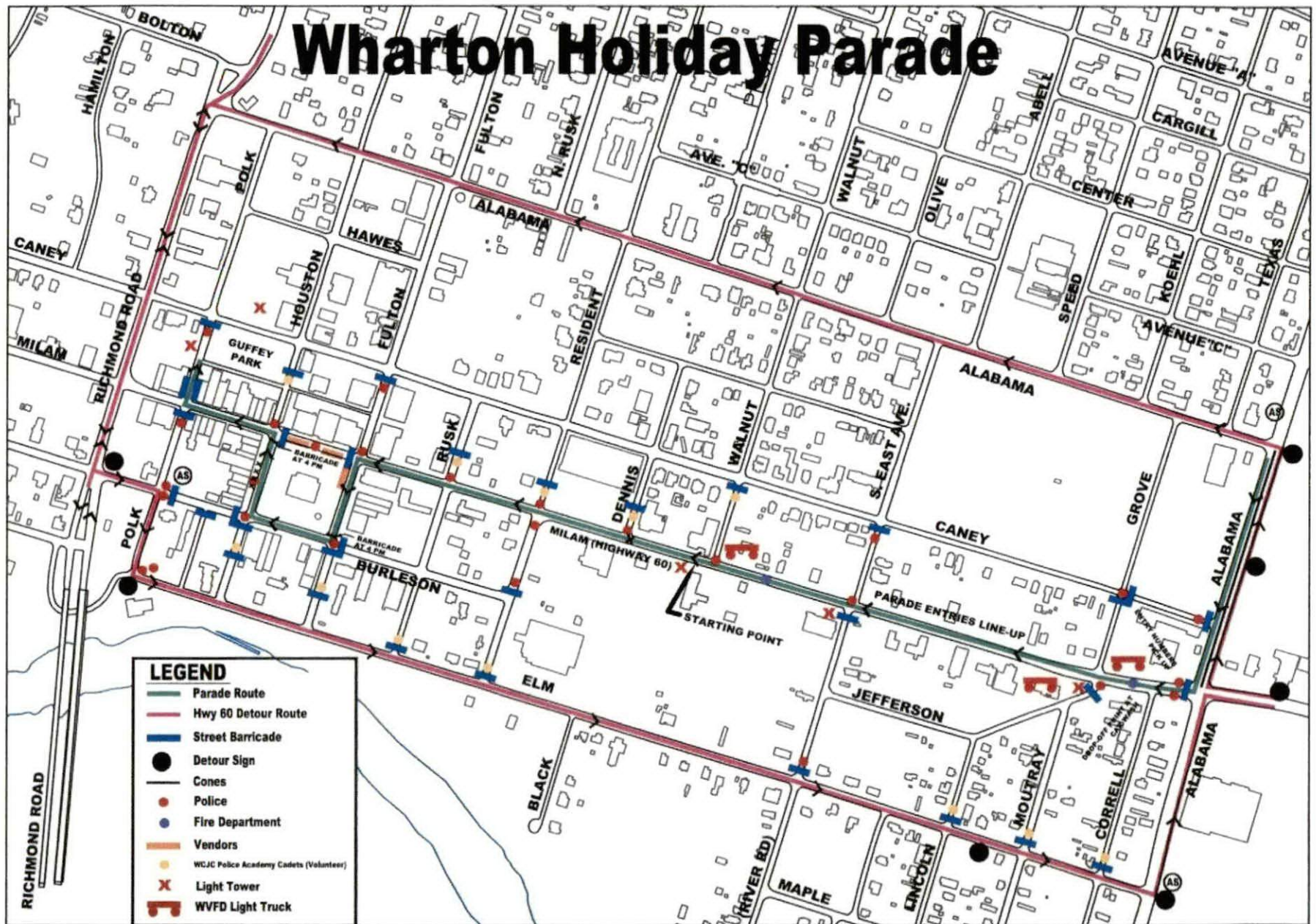
We hope you will again grant us a Parade Permit and authorize the Police Department to redirect traffic as you have done in years past. The requested parade route requires the City of Wharton to close State Highway 60 (Burleson Street and Milam Street) from its intersection with Alabama Road and Polk Street. The closure of State Highway 60 will be for a time of less than four (4) hours. We also request you to close the 100 blocks of South Fulton Street and South Houston Street from 5 pm to 9 pm and declare "no parking" zones and place temporary no parking signs.

We also are asking the City to transport, set up and return five (5) tree lights that we can use at the line up point and pick up point. We would consider it an honor for you and the City Council to ride in the parade. If you should need additional information or have questions, please call me at 979-533-3157. Thank you again for your support.

We look forward to another wonderful holiday season in Wharton!

Best regards,


Jeff Rainer
2024 Parade Chair



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

AN ORDINANCE APPROVING THE 2024 CHAMBER OF COMMERCE & AGRICULTURE HOLIDAY PARADE PERMIT AND AUTHORIZING THE POLICE DEPARTMENT TO REDIRECT TRAFFIC.

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

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

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

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

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

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

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

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

Section I. The parade permit for the Wharton Chamber of Commerce and Agriculture is hereby approved.

Section II. The parade route is hereby approved as detailed in the attached map (Attachment A), which is hereby made part of this ordinance.

Section III. The closure of all streets as indicated in said map identified in Section II is hereby authorized.

Section IV. The traffic detour plan, as identified in Section III above, is hereby approved.

Section V. The Chief of Police and City Staff are hereby authorized to make the necessary expenditures needed to ensure the safety of the public.

City of Wharton
Ordinance No. 2024-XX
Page 2 of 2

Section VI. This ordinance shall become effective on the 26th day of November 2024 and remain in effect until such time that the parade concludes.

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

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Request from Ms. Sarah Shanks for the following for the Wharton Harvest Day 2024, being held on October 26, 2024: <div><div>A. Close Fulton Street between Burleson Street and Milam Street and close Houston Street between Burleson Street and Milam Street from 8:00 a.m. until 3:00 p.m. on Saturday, October 26, 2024.</div><div>B. To provide barricades for street closures.</div><div>C. Waive all local fees for the event.</div><div>D. Waive local permit fees for food trucks and food vendors.</div><div>E. To allow for the setup of a DJ on Houston Street.</div><div>F. Provide six (6) trash containers and extra liners.</div></div>
<p>Attached is the request from Ms. Shanks regarding Wharton Harvest Day 2024, being held on October 26, 2024.</p> <p>Ms. Shanks will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			

City Manager, Mayor & City Council
 City of Wharton
 120 E Caney St.
 Wharton, Texas 77488

RE: Permission – Wharton Harvest Day 2024

Dear Council:

As part of the Wharton Chamber of Commerce's ongoing efforts to promote tourism, we respectfully request permission to hold our annual Harvest Day fall festival again this year, building on the success of last year's event. The event will be held on the square on Saturday, October 26th from 9am-2pm. Our aim with this event is to bring both locals and out-of-town visitors to the community in support of Wharton and our beautiful downtown. We hope this event can help boost sales for our downtown businesses and bring visitors back throughout the year.

For this event, we've teamed up with the Wharton Farmers Market who will move their market to the square for the day. We've offered space to Wharton County SPOT and we are requesting to partner with our local HEB for pumpkins, and local restaurants for cake donations for the cake walk. Other than shopping with the local farmers market vendors and downtown brick and mortar businesses, other potential activities include games for children, trick-or-treating and a scavenger hunt, a baking contest, domino tournament, a cake walk, face painting and pumpkin painting, and food trucks. I have already met with Ben Guanajuato regarding the logistics of the event and hope this will again be successful with the city's collaboration.

There will be no alcohol served during this event. This is a family-friendly festival with something to do for everyone.

We respectfully request from the city:

1. To close Fulton Street between Burleson Street and Milam Street, and to close Houston Street between Burleson Street and Milam Street from 8am until 3pm on Saturday October 26, 2024. This includes time for set-up and tear-down for the vendors;
 2. To allow the Wharton County Farmers Market to move from Riverfront Park to the Square for this event;
 3. To provide barricades for street closures;
 4. Use of the gazebo for the domino tournament from 9am - 2pm (we have confirmed with Makyla Monroe there is not a conflict and completed Gazebo request form, see attached);
 5. Waive all local fees for the event;
 6. Waive local permit fees for around 3-4 food trucks and food vendors for the day;
 7. To allow a DJ to set up and play music on Houston Street - he will connect to lamp posts for electricity;
 8. Display an ad for the festival on the Highway 59/I-69 digital billboard across from Walmart;
- and

9. Provide 6 blue barrel trash containers and extra trash bags.

We have teamed up with James Perez with the Hispanic Chamber of Commerce and will be sharing a dumpster and porta-potties for both of our events that day.

The Wharton County Farmers Market, Chamber of Commerce, and I thank you for your time and consideration.

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

Respectfully,

Sarah Shanks

Sarah Shanks

WHARTON'S 2ND ANNUAL

HARVEST DAY

FALL FESTIVAL

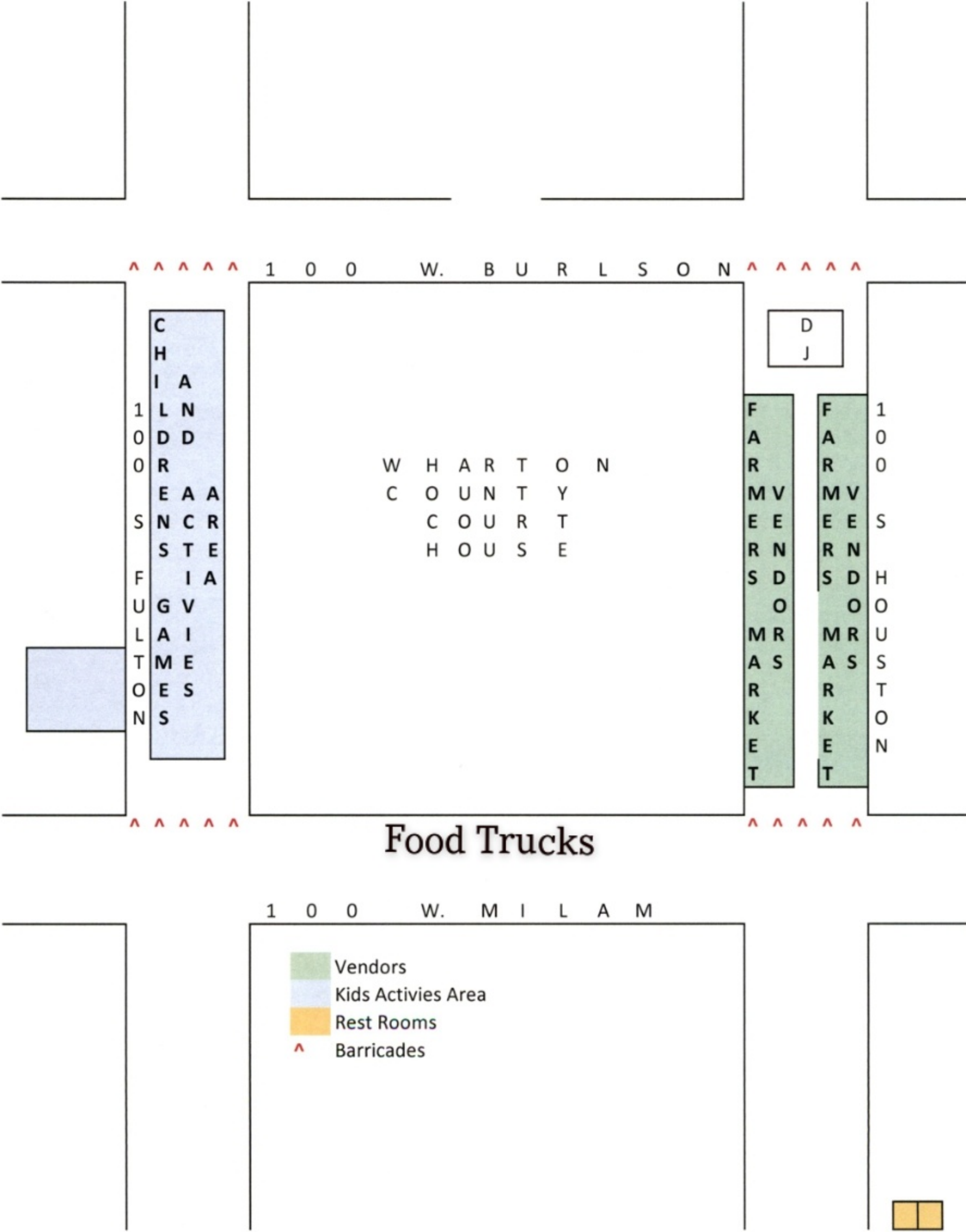
OCTOBER 26, 2024

Monterey Square Downtown Wharton
9 am - 2 pm

WHARTON COUNTY FARMERS MARKET - LIVE MUSIC - FOOD
TRUCKS - PHOTO OPS - CAKE WALKS - BAKING CONTEST -
DOMINO TOURNAMENT - GAMES & ACTIVITIES - COSTUME
CONTEST - TRICK-R-TREATING - FACE PAINTING & MORE!


Presented by: Sarah Shanks, Wharton Co Farmers Market, & Wharton Chamber of
Commerce





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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Request from Mr. and Mrs. Lockley of Ace Hardware for the City Council's consideration of issuing a permanent certificate of occupancy.
<p>Attached is the request from the Lockleys to be placed on the agenda.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			

bjimenez@cityofwharton.com


From: Sarah Lockley
Sent: Tuesday, September 10, 2024 10:36 AM
To: Gwyneth Teves
Subject: Request for City Council Meeting

Good Morning Gwen,
I'd like for Landon McClain, Richard, and I to be on the agenda for the next City Council Meeting on Sept 23.
Thank you,
Sarah

Sarah Lockley
Vice President
Wharton Feed and ACE &
Lockley Land Improvements LLC

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of equipment for the Public Works Department from Mustang CAT through the Sourcewell Cooperative Program and authorizing the City Manager to execute all documents related to said purchase.
<p>Public Works Director Roderick Semien received quotes for the purchase of the following:</p> <ol style="list-style-type: none">1. Caterpillar 920 Wheeled Roller in the amount of \$190,765.90.2. Caterpillar 308 Mini Excavator in the amount of \$140,469.23. <p>Both of the quotes were obtained from Mustang Machinery Company, LLC. D/B/A Mustang Cat is part of the Sourcewell Cooperative Program.</p> <p>The funds to pay for the equipment purchases have been allocated through the FEMA Alternate project funds.</p> <p>Mr. Semien will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: September 17, 2024

Re: Equipment Purchases for Public Works

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

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

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

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

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

Please contact me for any questions.

Thank you.

<div>MUSTANG CAT</div>		<div>New Machine Sales Agreement</div>		<div>MUSTANG</div>		<div>Item-9.</div>	
REF# Q-13970		MUSTANG MACHINERY COMPANY, LLC. D/8/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 I PHONE: (800) 256 -1001					
SOLD TO		CUSTOMER		City Of Wharton		SHIP TO	
		STREET ADDRESS		120 E Caney			
		CITY/STATE		Wharton/TX		/	
		POSTAL CODE		77488			
		COUNTY/ COUNTRY					
		PHONE NUMBER		979-532-2491			
		EMAIL		rsemien@cityofwharton.com			
		CUSTOMER CONTACT		EQUIPMENT Roderick Semien		F.O.B. AT:	
				PRODUCT SUPPORT			
		INDUSTRY CODE				SHIP VIA:	
		PRINCIPAL WORK CODE					
CUSTOMER NUMBER: 0687400				SALES TAX EXEMPTION NUMBER (IF APPLICABLE):		CUSTOMER PO NUMBER:	
TERMS		PAYMENT TERMS:					
		FINANCIALSERVICES:					
		CASH WITH ORDER: \$0.00		CONTRACT INTEREST RATE			
		BALANCE TO FINANCE. \$140,469.23					
DESCRIPTION OF EQUIPMENT ORDERED/ PURCHASED							
MAKE: Caterpillar		MODEL: 308-07 RB		YEAR: 2024			
ID NUMBER: 24NE0889		SERIAL NUMBER: 0GG810578		SMU: 3			
308		308-07 RB					
24NE0889		24NE0889					
INTEGRATED RADIO V2 0		639-4467					
SHIPPING/STORAGE PROTECTION 0		0P-2266					
HEATER,WATERJACKET		415-2556					
BELT, SEAT, 76MM (3") RETRACTABLE		510-6085					
ALARM, TRAVEL		511-6157					
MONITOR NEXT GEN, ADVANCED, CR 0		511-6177					
LIGHTS, LED		511-6217					
CAMERA, REAR VIEW 0		511-6235					
ELECTRICAL ARR, C33 HRC		511-6253					
308 07A CR MINI EXCAVATOR		512-1401					
BOOM, SWING		512-2573					
LINES, BOOM 0 NC		514-8055					
LINES, STICK 0 NC		514-8067					
LINES, QC, LNG STK, 3 LINE		516-1613					
ENGINE, EPA TIER 4 FINAL		518-6184					
CONTROL, QC, 3 LINE		520-0778					
CAT KEY, WITH PASSCODE OPTION		522-6460					
INSTRUCTIONS, ANSI		523-3993					
INSTRUCTIONS, CANADA		523-9613					
NO EXTRA COUNTERWEIGHT		538-2663					
SEAT, MECH SUSP, FABRIC, CAB		541-4580					
SOFTWARE, PROPORTIONAL CONTROL		557-1709					
SOFTWARE, STICK STEER CONTROL		557-1710					
SOFTWARE, 2 WAY CONTROL		557-1711					
SOFTWARE, CODED START		557-1713					
STD BLADE, STD U/C, RUBBER TRK 0		562-3700					
STICK, LONG		563-2071					
LINKAGE, BUCKET W/ LIFTING EYE 0		568-1567					
EOU HOUSE SWING COVER, BT 0 NC		605-3340					
WIRING GP		604-0125					
COVER GP		605-3336					
PLUG GP		605-3339					
LANE 2 ORDER 0 NC		0P-9002					
PRODUCT LINK, CELLULAR PLE643		628-8023					
SERIALIZED TECHNICAL MEDIA KIT 0 NC		421-8926					
DRAIN, ECOLOGY		382-8757					
W COUPLER, PG, HYDRDLOCK, 7-9T 206		485-5302					
W BUCKET-DC, 54", 132 FT3, 7T 516		306-5662					

Total Machine List Price: \$193,455.00

Dealership Item-9.

\$53,655.00

Quote Notes

<Enter any specifics about the quote here>

TRADE-IN EQUIPMENT

MODEL: _____	YEAR: _____	SERIAL NUMBER: _____
PAYOUT TO: _____	AMOUNT: \$0.00	PAID BY: _____
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____
MODEL: _____	YEAR: _____	SERIAL NUMBER: _____
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY MUSTANG CAT AT TIME OF DELIVERY. CUSTOMER HEREBY STATES THE ABOVE LISTED EQUIPMENT EMISSIONS HAVE NOT BEEN ALTERED OR CHANGED. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO MUSTANG CAT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

PREVENTATIVE MAINTENANCE AGREEMENT

CVAI500 Hours!

EQUIPMENT WARRANTY

Customer acknowledges that he has received a copy of the manufacturer's warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

TERMS OF SALE

SUB TOTAL		\$139,400.00
HEAVY EQUIPMENT TAX	I	\$269.23
SALES TAX		\$0.00
DOC FEE		\$400.00
DIESEL SURCHARGE		\$0.00
TOTAL CASH PRICE		\$140,069.23
CASH WITH ORDER		\$0.00
TRADE IN ALLOWANCE		\$0.00
TOTAL DOWN PMT. & TRADE IN ALLOWANCE		-
UNPAID BALANCE OF TRADES		\$0.00
Invoice - Downpayment + Trade in Allowance		\$140,069.23
TOTAL AMOUNT TO BE FINANCED		\$140,469.23

WARRANTY TERM

60 Month / 3000 Hours / Premier Parts & Labor
CAT Work Tools Warranty 12 Months/Unlimited Hours

CUSTOMER INITIAL.

IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

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

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

OTHER TERMS AND CONDITIONS

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

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

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

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

DATE _____
CUSTOMER NAME _____
CUSTOMER SIGNATURE _____
TITLE _____

Item-9.

TERMS AND CONDITIONS

1. **DEFINITION OF MUSTANG:** MUSTANG and Seller are defined as Mustang M"cline,y Company, LLC., d/b/a MUSTANG CAT, Mustang Rental Services of Texas, U.C. d/b/a MUSTANG RENTAL SERVICES, and their subsidiaries, affiliates and related entities.

2. **AGREEMENT:** This Agreement becomes binding on MUSTANG CAT only upon, MUSTANG CAT's execution of this Agreement. and subject to the Item-9. of the equipment from the manufacture. Customer shall inspect the equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the equipment in good and operating condition unless the customer promptly notifies MUSTANG CAT of any defects, in writing and via telephone. MUSTANG CAT shall have the right, at its option, to either repair or replace the equipment, or terminate this Agreement. in which event the equipment shall be returned to MUSTANG CAT. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of MUSTANG CAT.

3. **TITLE TO EQUIPMENT:** Title to the equipment shall pass to the customer only upon MUSTANG CAT's actual receipt of funds in the total amount of the Purchase Price and other sums due to MUSTANG CAT hereunder.

4. **TAKEN IN TRADE:** Customer does hereby Irrevocably sell, assign, transfer and convey possession, ownership and title unto MUSTANG CAT to the Trade-In Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

5. **TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the equipment.

6. **CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, customer warrants that (i) if customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver, and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the equipment shall at all times be used solely for customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only customer's employees (who must be skilled, trained and certified to do so) shall use the equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the customer to be a contemporaneous exchange for new value given to customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by customer under this Agreement is in the ordinary course of business or financial affairs of customer and MUSTANG CAT, and such payment was made in the ordinary course of business or financial affairs of customer and MUSTANG CAT, or made according to ordinary business terms.

7. **SOLE AND EXCLUSIVE REMEDY:** Customer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against MUSTANG CAT, shall be as contained in any express, written warranty applicable hereto. Customer acknowledges that he has received, read, understands and accepts the terms contained herein. The customer agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to him.

8. **LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the equipment is paid in full, Customer shall promptly give MUSTANG CAT written notice of any loss or damage and reimburse MUSTANG CAT for the value of the equipment if damaged or stolen, MUSTANG CAT's sole responsibility for shipments shall be to deliver the equipment to a public carrier company.

9. **SECURITY AGREEMENT:** Unless the product(s) is paid for in full in cash at the time of delivery, MUSTANG CAT retains and customer hereby grants to MUSTANG CAT a security interest in such product(s) within the meaning of the Uniform Commercial Code together with all and any substitutions, additions, or accessions to such product(s), and in any and all proceeds from the sale, exchange or disposal thereof to secure payment of the purchase price of such product(s). Customer, prior to or after delivery, specifically agrees to enter into and execute a financing statement, or statements, and an additional security agreement setting forth the terms and conditions of the Agreement between the parties in relation to the security interest or MUSTANG CAT. Customer further appoints MUSTANG CAT as its attorney-in-fact to execute any such financing statement or security agreement in the place and stead of customer. In the event customer fails to execute any such financing statement or security agreement upon request by MUSTANG CAT, the entire balance of the purchase price shall be at MUSTANG CAT's option become due and payable and customer shall execute any notes or other evidences of indebtedness that may be required by MUSTANG CAT. However, any note taken herewith shall be evidence of customer's obligation to pay the unpaid time balance only and is not to be considered or construed to be payment for the product(s).

10. **EVENTS OF DEFAULT:** The following are events of default by Customer. (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when MUSTANG CAT deems itself insecure with respect to customer's performance; (4) Customer fails to perform any of customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

11. **REMEDIES ON DEFAULT:** In the event of any default by customer, MUSTANG CAT is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction to recover damages; (d) stop delivery of the equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, MUSTANG CAT may take possession of the equipment and sell, relet or otherwise dispose of the equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by MUSTANG CAT; (g) recover deficiency from customer, and/or (h) perform by itself, or cause performance of, customer's obligation, at customer's cost. In no event shall MUSTANG CAT be required to sell or relet the equipment, nor required to rebate or pay back any gain or profit as a result of leasing the equipment. MUSTANG CAT's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to any other remedies existing at law or in equity.

12. **COLLECTIONS:** In the event any action either to collect payment or enforce the terms and provisions of this agreement becomes necessary, CUSTOMER agrees to pay reasonable cost of collection and attorney's fees to MUSTANG CAT should this matter be placed in the hands of a collection agency or an attorney for collection.

13. **INDEMNITY:** CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS MUSTANG CAT AND MUSTANG CAT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES, WHILE THE EQUIPMENT IS IN THE POSSESSION OR UNDER THE CONTROL OF THE CUSTOMER OR ITS AGENTS.

14. **INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employee's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to MUSTANG CAT a Certificate of Insurance evidencing same. Such Insurance obtained by customer shall be primary.

15. **NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice. By signing this Agreement, customer represents that it has read and agrees to the Terms and Conditions applicable to communications made by MUSTANG CAT to customer by Text or Email and which are found at <https://www.mustangcat.com/legal-notices/>

16. **MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by MUSTANG CAT. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one customer, the obligations of customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of MUSTANG CAT and customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in Harris County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>. THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

<div>MUSTANG CAT</div>		<div>New Machine Sales Agreement</div>		<div>MUSTANG</div>		<div>Item-9.</div>	
REF# Q-13897		MUSTANG MACHINERY COMPANY, LLC. D/8/A MUSTANG CAT, 12800 NORTHWEST FREEWAY, HOUSTON TX 77040 I PHONE: (800) 256 -1001					
SOLD TO		CUSTOMER		City Of Wharton		SHIP TO	
		STREET ADDRESS		120 E Caney			
		CITY/STATE		Wharton/TX		/	
		POSTAL CODE		77488			
		COUNTY/ COUNTRY					
		PHONE NUMBER		979-532-2491			
		EMAIL		rsemien@cityofwharton.com			
		CUSTOMER CONTACT		EQUIPMENT Roderick Semien		F.O.B. AT:	
				PRODUCT SUPPORT			
		INDUSTRY CODE				SHIP VIA:	
		PRINCIPAL WORK CODE					
CUSTOMER NUMBER: 0687400				SALES TAX EXEMPTION NUMBER (IF APPLICABLE):		CUSTOMER PO NUMBER:	
TERMS		PAYMENT TERMS:					
		FINANCIALSERVICES:					
		CASH WITH ORDER: \$0.00					
		BALANCE TO FINANCE. \$190,765.90					
DESCRIPTION OF EQUIPMENT ORDERED/ PURCHASED							
MAKE: Caterpillar		MODEL: 920-14		YEAR: 2024			
ID NUMBER: 24NE1787		SERIAL NUMBER: 0SL401768		SMU: 3			
920		920-14					
24NE1787		24NE1787					
CAB, DELUXE, SINGLE BRAKE 0		542-9197					
TIRES, 20.5-25, GY, SGL 12 PR		561-7109					
BUCKET-GP, 24 YD3, FUS, BOCE 1,618		546-4014					
POWERTRAIN, H RIMPULL, 24MPH 0		538-7161					
HEATER AND AIR CONDITIONER 0		538-7130					
COUPLER, FUSION, STD LIFT 0		541-6332					
RIDE CONTROL 0		541-2852					
CARRIAGE, PAL C3/4, 62", FUS 324		532-8222					
HYDRAULICS, 3V, STD LIFT 0		538-7202					
CTWT, HIGH LIFT/AGG, 3230 LBS		550-2681					
FORK, PAL C3, 53" X 5" X 2" 215		553-3873					
CAMERA, REAR VIEW 0		504-4835					
HYDRAULIC OIL, STANDARD 0		450-5405					
GUARD, POWERTRAIN		539-1318					
LIGHTS, AUX, LED AND HALOGEN		546-3116					
PRODUCT LINK, PLE643		542-9320					
SEAT, DELUXE 0		539-7204					
FENDERS, EXT COVER 20.5 TIRES		547-5217					
STANDARD RADIO (12V) 0		541-4413					
WORKTOOL, WIRING		554-6985					
PACK, ROLL ON/ROLL OFF BY SEA 0		0G-3117					
BEACON, MAGNET, LED, AMBER 0		561-0644					
LIGHTS,ROADING,RH DIP,HAL-LED 0		571-2780					
ALARM, BACK-UP 0		543-4225					
RUST PREVENTATIVE APPLICATOR0		0G-3273					
D		PRICE UPDATE					
STANDARD WEATHER PACKAGE 0 NC		559-9898					
SEAT BELT, RETRACTABLE 2" 0 NC		550-9815					
SECURITY SYSTEM, NONE 0 NC		433-3258					
STEERING, STANDARD 0 NC		538-7124					
FAN, DEMAND 0 NC		540-3811					
SERIALIZED TECHNICAL MEDIA KIT 0 NC		421-8926					
LANE 3 ORDER 0 NC		0P-9003					
ENGINED NC		541-0761					
INSTRUCTIONS, ANSI 0 NC		560-3441					
Total Machine List Price: \$256,260.00							
						- Page 90 -	
						\$66,260.00	

Quote Notes

<Enter any specifics about the quote here>

Item-9.

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

WARRANTY TERM

60 Month / 3000 Hours / Premier / Parts & Labor
CAT Work Tools Warranty 12 Months / Unlimited Hours

CUSTOMER INITIAL.

IT IS MUSTANG CAT's INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, MUSTANG CAT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF MUSTANG CAT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS

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

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

OTHER TERMS AND CONDITIONS

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

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

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

DATE _____

DATE _____

ORDER
RECEIVED

BY _____ Pecos Beal

CUSTOMER NAME _____

SIGNATURE _____

CUSTOMER SIGNATURE _____

TITLE _____ OSR

TITLE _____

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 23rd day of September 2024.

CITY OF WHARTON


TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2024-85 and approving the purchase of a vehicle from Wharton County.
<p>On August 26, 2024, the City Council approved Resolution No. 2024-85 for the purchase of a vehicle for the EMS Department from Lavaca County in the amount of \$10,000.00. Since then, it has been determined that Lavaca County cannot sell to a city outside their county. However, Lavaca County can sell to another county. Therefore, the City must purchase the vehicle through Wharton County. On Monday, September 23, 2024, Wharton County will present before the Commissioners Court to purchase the vehicle from Lavaca County for \$10,000.00 and sell it to the City of Wharton.</p> <p>Ms. Gonzales will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			

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

Item-10.

INTERDEPARTMENTAL MEMO

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

Mr. Pace,

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

Thank you,

Christy Gonzales

Christy Gonzales, Director of EMS

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

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

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

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

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

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

Section I. The City Council of the City of Wharton hereby authorizes the purchase of the vehicle from Wharton County.

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

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

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

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

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

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



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: September 17, 2024

Re: Vehicle purchases for Code Enforcement Department

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

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

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

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

Please contact me for any questions.

Thank you.

Item-11.

BUYBOARD 724-23

Caldwell Rep: BEN LAUREANO QUOTE#91624

Phone: 979-567-6155

Date: Monday, September 16, 2024

email: ben@caldwellcountry.com

A. Base Price:	\$ 21,495.00
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Code	Options	Bid Price	Code	Options	Bid Price
1TR58	2025 CHEVROLET TRAX FWD LS	INCL		REAR VISION CAMERA	INCL
	LS EQUIPMENT GROUP	INCL		REMOTE KEYLESS ENTRY	INCL
	SEAT, FRONT BUCKET	INCL		POWER WINDOW/LOCK	INCL
	JET BLACKM CLOTH TRIM	INCL		CRUISE CONTROL	INCL
	CHEV. INFOTAINMENT 3 SYSTEM	INCL		FORWARD COLLISION ALERT	INCL
	ENGINE 1.2L TURBO VVT	INCL		CARPET FLOORING	INCL
	TRANS 6-SPEED AUTO	INCL		LANE KEEP ASSIST W/ DEPARTURE	INCL
Total of B. Published Options:					

Total of B. Published Options:

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

Total of C. Unpublished Options:

§ -

[illegible]

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\$	-
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\$ -

\$ -

§ -

\$ 21,495.00

\$ 21,495.00

\$	400.00
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\$ 21 - Page

Item-11.

BUYBOARD 724-23

email: ben@caldwellcountry.com

A. Base Price:	\$ 21,495.00
-----------------------	---------------------

Total of B. Published Options:

Total of C. Unpublished Options:

\$ -

§ -

§ -

§ 1

§ 1

\$	21,495.00
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\$ 21,495.00

11 of 11

\$ 400.00

\$ 21, - Page

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 23rd day of September 2024.

CITY OF WHARTON


TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council accepting the H-GAC -Victim's Assistance Officer Grant for the Wharton Police Department for one (1) year and authorizing the Mayor of the City of Wharton to execute all documents related to said grant.
<p>Attached you will find a memo from Chief Terry Lynch to me regarding the H-GAC Victim's Assistance Office Grantr for the Wharton Police Department.</p> <p>The Wharton Police Department has reapplied for the H-GAC Victim's Assistance Officer Grant through the H-GAC Governor's Victim's Assistance Grant Program. The Department was approved years ago for the position and is currently operational, having appointed Ms. Jessica Dittrich for that position. The grant term is for one (1) year (FY2025), and this grant renewal request was approved by H-GAC in the amount of \$89,382.00 with a match of \$17,937.00 in FY2025.</p> <p>The grant requires that the City Council pass a resolution each term approving acceptance of the grant. In the short time that this position has been implemented, the staff feels that it has already had a profound impact, and continues to do so, for victims within our community.</p> <p>The addition of the Victim's Assistance Officer has been extremely successful for the department and the victims of crime within our community. In the past year, the Wharton Police Department has personally served 96 victims of crime. The Wharton Police Department's goal is to ensure that no victims of crime slip through the cracks.</p> <p>Chief Lynch will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			



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

MEMORANDUM

Wharton Police Department

To: Joseph R. Pace

Date: 09/05/2024

Ref: H-GAC Victim's Assistance Officer Grant

We have reapplied for the Victim's Assistance Officer position through the H-GAC Governor's Victim's Assistance Grant Program. We were approved years ago for the position, and it is currently operational, having appointed Ms. Jessica Dittrich for that position. The grant term is for one year (FY2025) and this grant renewal request was approved by H-GAC in the amount of \$89,382.00 with a match of \$17,937.00 in FY2025.

The grant requires that the City Council pass a resolution each term, approving acceptance of the grant. In the short time that this position has been implemented, we feel that it has already had a profound impact, and continues to do so, for victims within our community.

The addition of the Victim's Assistance Officer has been extremely successful for the department and the victims of crime within our community. In the past year, Wharton PD personally served 96 victims of crime. The WPD goal is to ensure that no victims of crime slip through the cracks.

Please consider approval for me to present before the City Council for approval of the resolution.

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE H-GAC-VICTIM'S ASSISTANCE OFFICER GRANT FOR THE WHARTON POLICE DEPARTMENT FOR ONE (1) YEAR AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID GRANT.

WHEREAS, The City of Wharton finds it in the best interest of the citizens of the City of Wharton, that the Victim Assistance Officer be operated for the 2025 Fiscal Year; and,

WHEREAS, The Wharton City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the Wharton City Council assures that the funds will be returned to the Office of the Governor in full; and,

WHEREAS, The Wharton City Council designates Mayor Tim Barker as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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, on behalf of the City of Wharton, all documents related to said grant.

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

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

CITY OF WHARTON, TEXAS

By: _____


TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the purchase of a BDA RF (Bi-Directional Amplifier Radio Frequency) Component for the Radio Communications System at the Wharton Police Department from Texas Communications through Buyboard Cooperative and authorizing the City Manager to execute all documents related to said purchase.
<p>The Wharton Police Department needs to purchase a BDA RF (Bi-Directional Amplifier Radio Frequency) Component due to the loss of the current component for the Radio Communications System. The BDA RF allows the use of handheld radios to operate from inside the facility.</p> <p>This purchase will be made from Texas Communications, the regular radio repair company, in the amount of \$14,093.46. Texas Communications is a member of the BuyBoard Cooperative. The funds will be paid through the Chapter 59 Seizure Account, resulting in no cost to taxpayers or the City Budget.</p> <p>Chief Terry David Lynch will be present to answer any questions.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			



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

Wharton Police Department

MEMORANDUM

To: Joseph R. Pace

Date: 09/13/2024

Ref: Emergency BDA RF Replacement

Recently, we had to make an emergency purchase due to the loss of our BDA RF component from our radio communications system. The BDA RF (Bi-Directional Amplifier Radio Frequency) allows the use of our handheld radios to operate from inside our facility.

This purchase was made by Texas Communications, our regular radio repair company, in the amount of \$14,093.46. Texas Communications is a member of the BuyBoard Cooperative. The funds will be paid via our Chapter 59 Seizure account, resulting in no cost to taxpayers or the City Budget.

Please consider approval for me to present before the City Council for approval of the resolution.

1389 N Harvey Mitchell Pkwy
Bryan TX 77803
(979) 775-6239 Fax: (000) 000-0000



Item-13.

QUOTATION

QUOTE NO.: 316010 - 00

DATE: 8/14/24

TERMS: NET 30

DELIVERY:

Please reference Quote No. on

Correspondence & purchase orders.

Quote expires: 09/13/2024

B C004
TO: City of Wharton
Attn: Ben Guanajuato
120 E. Caney Street
Wharton, TX 77488

Manufacturers are no longer guaranteeing pricing for a fixed period,
even after an order is placed. Pricing may change up to the point of shipment.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
	Quote to replace BDA at City of Wharton PD			
1	64-82N-2-90-DF-RD-NF 2W BDA, DUAL BAND 700/800 MHZ, 90 dB GAIN	9,499.00		9,499.00
1	95-BAT-100 BATTERIES, 100 AH SEALED LEAD ACID, INCLUDES TWO	1,230.00		1,230.00
1	95-CAB-01-BB BATTERY CABINET NEMA3R. BATTERIES	1,294.00		1,294.00
8	BRY LABOR LT Subscriber level labor	130.00		1,040.00
200	BRY MILEAGE MILES TRAVELED	1.50		300.00
4	BRY LABOR TRAVEL Travel Labor	60.00		240.00
250	MISC - INSTALLATION Miscellaneous installation hardware Continued on following page	1.00		250.00

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Kris Kram 389

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

P.O. No. _____

LEGAL NAME OF PURCHASER

Date _____

AUTHORIZED SIGNATURE



www.texascom.com



QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
		Item summary		13,853.00
		Subtotal		13,853.00
		Freight		240.46
		Sales Tax		.00
		GRAND TOTAL:		14,093.46

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A BDA RF (BI-DIRECTIONAL AMPLIFIER RADIO FREQUENCY) COMPONENT FOR THE RADIO COMMUNICATIONS SYSTEM AT THE WHARTON POLICE DEPARTMENT FROM TEXAS COMMUNICATIONS THROUGH BUYBOARD COOPERATIVE AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, The Wharton Police Department is requesting that the City Council approve the purchase of a BDA RF Component for the Radio Communications Systems from Texas Communications through BuyBoard Cooperative; and,

WHEREAS, The total amount of said purchase is \$14,093.46; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager to purchase a BDA RF Component for the Radio Communications Systems from Texas Communications through BuyBoard Cooperative

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

SECTION I. The Wharton City Council hereby authorizes the purchase of a BDA RF Component for the Radio Communications Systems from Texas Communications through BuyBoard Cooperative in the amount of \$14,093.46.

SECTION II. The Wharton City Council hereby authorizes the City Manager to execute the purchase of a BDA RF Component for the Radio Communications Systems from Texas Communications through BuyBoard Cooperative.

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

PASSED AND APPROVED this 23rd day of September 2024.

CITY OF WHARTON


TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	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 ESD No. 3 during the meeting.</p>			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

Date: September 18, 2024

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. 10- 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 12, 2024, and approved the agreement.

Also, attached is a copy of Amendment No. 9 - 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 12, 2024.

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

**CITY OF WHARTON
RESOLUTION NO. 2024-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 23rd day of September 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

STATE OF TEXAS §
COUNTY OF WHARTON §

AMENDMENT NO. 9

**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 12th day of September 2024:

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, 2024, through September 30, 2025. 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 pay to CITY OF WHARTON the amount of \$2,353,093 for the period October 1, 2024 through September 30, 2025. 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 2024, \$200,000 paid on or before the 15th day of January 2025 and the remainder of the balance on or before the 15th day of February 2025.

Effective Date:

This amendment shall be effective the 1st day of October 2024.

Passed and Approved by the Wharton County Emergency Services District (ESD)

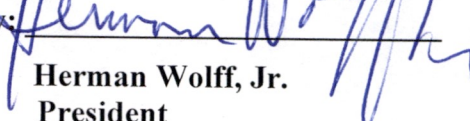
No. 3 this the 12th day of September 2024.

CITY OF WHARTON, TEXAS

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

By: _____

**Tim Barker
Mayor**

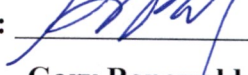
By: 
**Herman Wolff, Jr.
President**

ATTEST:

ATTEST:

By: _____

**Paula Favors
City Secretary**

By: 
**Gary Bonewald
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 September 13, 2024,
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 _____, 2024, by
Tim Barker, Mayor of the City of Wharton, Texas.

Notary Public, State of Texas

**CITY OF WHARTON
RESOLUTION NO. 2024-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 23rd day of September 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

STATE OF TEXAS §
COUNTY OF WHARTON §

AMENDMENT NO. 10
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 12th day of September 2024:

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 2024 and continue on a year-to-year basis.

Effective Date:

This amendment shall be effective the 1st day of October 2024.

Passed and Approved by the Wharton County Emergency Services District (ESD)
No. 3 this the 12th day of September 2024.

CITY OF WHARTON, TEXAS

By: _____

Tim Barker
Mayor

ATTEST:

By: _____

Paula Favors
City Secretary

APPROVED AS TO FORM:

Paul Webb
City Attorney

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

By: _____

Herman Wolff, Jr.
President

ATTEST:

By: _____

Gary Bonewald
Secretary

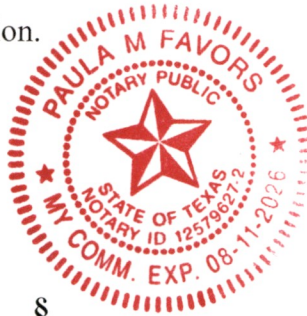
Howard Singleton
ESD No. 3 Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on September 12 2024,
by Herman Wolff, Jr., President of Wharton County Emergency Services District No. 3
on behalf of said organization.



Paula M. Favors
Notary Public, State of Texas

STATE OF TEXAS §


COUNTY OF WHARTON §

This instrument was acknowledged before me on _____, 2024, by
Tim Barker, Mayor of the City of Wharton, Texas.

Notary Public, State of Texas

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Direction from the City Council on how to proceed with the American Legion Building.
<p>City Manager Joseph R. Pace will discuss with the City Council regarding how to proceed with the American Legion Building.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			
















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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Update of City of Wharton Grant Programs.
<p>Attached is a copy of a memorandum from Director of Planning & Development Gwyn Teves providing an update on the City of Wharton Grant Programs.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

Date: September 18, 2024
From: Gwyneth Teves, Director of Planning & Development
To: Honorable Mayor, City Council and City Attorney
Subject: Status of City of Wharton Grant Projects Report No. 2024-9

Below, I have outlined a report on the status of the City of Wharton Grant Projects:

I. GRANT PROJECTS

Infrastructure/Construction:

1. 2021 TxCDBG DRP/MS – Downtown Sidewalk Improvements

City staff in conjunction with GrantWorks, Inc. and KSA Engineering submitted an application of up to \$350,000 for downtown sidewalk renovations/additions. Contract execution with Texas Department of Agriculture (TDA) has been completed. Award to Staff Concrete of Victoria for Base Bid of \$335,399. Wharton EDC is assisting with \$22,899. Construction ongoing. Anticipated completion and closeout by end of 2024.

2. CDBG-DR – Infrastructure

Method of Distribution approved by GLO and HUD. City has received an award of \$1,650,172.00 for infrastructure projects related to Hurricane Harvey. A permit from USACE was obtained and extension request submitted. Acquisition of all but 2 of the easements on the Caney portion has been completed and construction procurement is in process.

3. City of Wharton Flood Reduction Project – The Lower Colorado River Basin Phase I, Texas WHARTON FLOOD RISK MANAGEMENT PROJECT

The City of Wharton was notified that the Flood Reduction Project was funded in the early part of 2018.

Acquisitions for Phase 1 have been completed. City utility relocations have been completed.

Granite Construction was awarded the construction contract and has been performing site visits and reconnaissance. Pre-Construction meeting conducted September 6, 2023.

Phase 2 is currently under design and is at 90%. Currently ongoing through Cost Control Board review for additional funding.

Phase 2 acquisitions are anticipated to be authorized to proceed mid-2024 pending funding.

Phase 1 construction is ongoing and weekly progress meetings are being conducted.

4. 2024 TWDB Clean Water State Revolving Fund (CWSRF) – Mayfair/Linwood Waterline Replacement

A history of high-water loss and frequent leaks/outages in several areas that still have old 2" waterlines. These lines are also too small to provide any fire protection or allow the City to place fire hydrants in these older subdivisions. After completion of planning, environmental, and design the City intends to replace the 2" steel waterlines with 8" PVC waterlines improving water quality, reducing leaks/outages, and providing fire protection. Project Information Form submitted and accepted for review.

5. 2022 CDBG-MIT COG-MOD

City of Wharton was allotted \$4,360,800.00 through the HGAC Method of Distribution (MOD). City Council approved executing contract for Administration Services with MPACT Strategic Consulting and Engineering Services with Gunda/Ardurra Inc. in early November. Due to possible conflict of interest with the GLO, MPACT resigned and Ardurra assisted with completion of the application that was submitted January 9th, 2023. City Staff has received and completed **10 requests for information (RFI)**. Pending any further requests or approval of the submission.

6. 2023 TxDOT Transportation Alternatives Set Aside

Pre-application submitted for sidewalks and accessibility ramps January 27, 2023. City Staff was notified that the City is eligible to submit a detailed application was submitted June 5th, 2023. If approved this will incorporate approximately 3.5 miles of new sidewalks throughout the city. City staff notified of approval of the grant at the October 26th transportation commission meeting. Award notification and initial kick-off with TxDOT was completed in January 2024. AFA approved at City Council March 11, 2024. Staff attended an engineering pre-development meeting April 23 at TxDOT Yoakum. Surveying and engineering design of the project began August 19, 2024 and is ongoing.

Housing:

7. CDBG-DR – Buyouts/Acquisitions

Method of Distribution approved by GLO and HUD. City has received an award of \$1,693,784.00 for buyout/acquisition projects related to Hurricane Harvey. The guidelines have been approved by the GLO and no public comment was received during the required posting period. Due to lack of

resolution of negotiations the acquisition is proceeding to condemnation. A Special Commissioners hearing has been completed and the property awarded to the City. City staff is working with the consultants on relocation of 3 tenants. All 3 tenants have been relocated. The property owner is protesting the award amount and has requested a trial by Jury. Jury pending scheduling in November 2024. Our legal team is reviewing submitted documents and is in the process of attempting to negotiate a settlement.

8. 2016 CDBG-DR – Housing Elevation/Reconstruction

Notification of \$2,000,000 funding was received February 4, 2019. City staff received a 1-year extension on the grant funding to complete construction and allow any additional possible applicants to expend the funds. 5 applicants are approved, and construction bid awarded. Pre-construction meetings completed with 3 of the applicants and 1 pending this week and 1 applicant has voluntarily removed themselves from the program.

Disaster Recovery (non-infrastructure or housing):

9. 2021 American Rescue Plan - Coronavirus State and Local Fiscal Recovery

Funds The City of Wharton has received all of their allocated funding. Public Management was contracted to administer the funds and required reporting. The annual reporting is being conducted as required and City Staff is in the process of obligating the remaining funds and will be bringing an additional amendment to Council for approval.

II. STUDIES:

13. TWDB – Internal Drainage Study and Drainage Improvements

Application submitted under the TWDB Flood Infrastructure Fund to study flood risks inside the City Limits and Extraterritorial Jurisdiction (ETJ) and move forward with the most critical projects in Phase 1. The project was approved by TWDB on July 7th, 2021, for funding. A kickoff meeting was held on March 10, 2022. The draft plan has been reviewed and commented on by the City Staff and has been submitted to TWDB for review.

14. Downtown Master Plan 2023

Contract awarded to Ardurra and kick-off meeting completed February 9, 2023. Participation plan and final scope have been completed and Wharton Economic Development Corporation has agreed to partner in unanticipated additional costs for a comprehensive Downtown Master Plan in the amount of \$43,278. The total project is budgeted not to exceed \$143,278. Final plan accepted and adopted by the Council on August 26th, 2024.

III. OTHER PROJECTS & EVENTS:

15. FM 1301 Extension

Letting completed in early October 2022 and contract awarded to James Construction. Construction kick-off meeting completed February 16, 2023. A successful Groundbreaking ceremony was held March 28, 2023. Anticipated construction to be complete for the entire project fall of 2024. The construction for the intersection interchange is ongoing pending additional utility conflicts that are in the process of being remediated.

16. I-69 Upgrade Utility Relocations

City staff is working with TxDOT to coordinate the required water and sanitary utility relocations required due to the expansion of US-59 to I-69. Easement acquisition is ongoing and utility design is 100% complete. Construction awarded to Reddico Construction and crews have mobilized and are working on schedule.

17. I-69 TxDOT Construction (Wharton City Limits)

Groundbreaking was held May 22, 2024, at the FM 1301/US 59 juncture.

18. TxDOT Richmond Rd. Sidewalks


The construction is ongoing for the sidewalks on both sides of Richmond Rd. from FM 1301 to Alabama Rd.

19. FM 102/Richmond Rd. Intersection

Construction is ongoing for the widening of the intersection and completion is pending electrical conflict resolution that was delayed during the hurricane recovery.


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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Update on the City of Wharton's ongoing projects.
<p>The City Manager will give the City Council an update on the City of Wharton's ongoing projects.</p>			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees: A. Resignations. B. Appointments. C. Vacancies.
<p>Attached is the list of people serving on the various City Boards, Commissions, and Committees. There are still vacancies that also need to be filled.</p> <p><u>Resignations:</u> None.</p> <p><u>Appointments:</u> None.</p> <p><u>Vacancies:</u></p> <ul style="list-style-type: none">A. Beautification Commission.B. Building Standards Commission.C. Mayor’s Committee on People with Disabilities.D. Planning Commission.E. Plumbing and Mechanical Board.			
City Manager: Joseph R. Pace			Date: Thursday, September 19, 2024
Approval: 			
Mayor: Tim Barker			

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

WHARTON REGIONAL AIRPORT BOARD	TWO YEAR TERM	Reappointment
Eric Nelson	June 30, 2025	
Randy Rodriguez	June 30, 2025	
Bill Kingrey	June 30, 2025	
Larry David	June 30, 2026	
Jimmy Zissa	June 30, 2026	
Glenn Erdelt	June 30, 2026	
BEAUTIFICATION COMMISSION	TWO YEAR TERM	Reappointment
Vacant	June 30, 2026	
Vacant	June 30, 2026	
Vacant	June 30, 2026	
Amanda Gonzales	June 30, 2025	
Adraylle Watson	June 30, 2025	
Vacant	June 30, 2025	
Sheryl Joost	June 30, 2025	
BUILDING STANDARDS COMMISSION	TWO YEAR TERM	Reappointment
Leonard Morales	June 30, 2025	
Vacant	June 30, 2025	
Vacant	June 30, 2025	
Paul Shannon	June 30, 2025	
Vacant	June 30, 2026	
Howard Singleton	June 30, 2026	
Shaun Stockwell	June 30, 2024	
Claudia Velasquez, Building Official - ExOfficio		
Jeff Gubbels - Health Officer-ExOfficio		
Hector Hernandez-Fire Marshall-ExOfficio		
ELECTRICAL BOARD	TWO YEAR TERM	Reappointment
Councilmember Burnell Neal	June 30, 2025	
Oscar Uribe	June 30, 2025	
Philip Hamlin	June 30, 2026	
Milton Barbee	June 30, 2026	
Hector Hernandez- Fire Marshal		
HOLIDAY LIGHT DECORATING CHAIRMAN	TWO YEAR TERM	Reappointment
Tim Barker	June 30, 2026	
MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES	TWO YEAR TERM	Reappointment
Johnnie Gonzales	June 30, 2026	

Vacant	June 30, 2026
Vacant	June 30, 2026
Kaitlyn Humberson	June 30, 2025
Delia Gonzales	June 30, 2025
Sheena Barbee	June 30, 2025
Cheryl Lavergne	June 30, 2025
Mayor Tim Barker- Ex Officio	

HEALTH OFFICER	TWO YEAR TERM	Reappointment
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Dr. Jeff Gubbels, MD	June 30, 2026
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VETERINARIAN	TWO YEAR TERM	Reappointment
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Dr. Cody Pohler, DVM	June 30, 2026
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MUNICIPAL COURT JUDGE	TWO YEAR TERM	Reappointment
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Jared Cullar	June 30, 2025
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PLANNING COMMISSION	TWO YEAR TERM	Reappointment
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Johnnie Gonzales	June 30, 2025
Rob Kolacny	June 30, 2025
Michael Quinn	June 30, 2025
Gary Nunez	June 30, 2026
Adraylle Watson	June 30, 2026
Michael Wootton	June 30, 2026

Vacant	June 30, 2026
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PLUMBING AND MECHANICAL BOARD	TWO YEAR TERM	Reappointment
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Vacant	June 30, 2026
Vacant	June 30, 2025
Vacant	June 30, 2026

Robert Sanchez	June 30, 2025
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Vacant	June 30, 2026
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Claudia Velasquez, Building Official - ExOfficio
Public Works Director Roderick Semien- Ex Officio
Mayor Tim Barker - Ex Officio

WHARTON ECONOMIC DEVELOPMENT CORPORATION	TWO YEAR TERM	Reappointment
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Michael Wootton	September 30, 2026
David Joost	September 30, 2026
Freddie Pekar	September 30, 2026
Larry Pittman (Councilmember)	September 30, 2026
Russell Machann- (Councilmember)	September 30, 2025
Andrew Armour	September 30, 2025
Michael Roberson	September 30, 2025

CITY COUNCIL COMMITTEES - Renew June 30th of Each Year

ANNEXATION COMMITTEE

Tim Barker
Russell Machann
David Voulgaris

FINANCE COMMITTEE

Russell Machann
Larry Pittman
Tim Barker

HOUSING COMMITTEE

Terry Freese
Russell Machann
Burnell Neal

INTERGOVERNMENTAL RELATIONS COMMITTEE

Terry Freese
Tim Barker
Larry Pittman

LEGISLATIVE COMMITTEE

Tim Barker
Larry Pittman
Steven Schneider

PUBLIC HEALTH COMMITTEE

Terry Freese
Larry Pittman
Russell Machann

PUBLIC SAFETY COMMITTEE

Larry Pittman
Terry Freese
David Voulgaris

PUBLIC WORKS COMMITTEE

Terry Freese
David Voulgaris
Burnell Neal

TELECOMMUNICATIONS COMMITTEE

Burnell Neal
Terry Freese
David Voulgaris

WHARTON ECONOMIC DEVELOPMENT CORP BOARD OF DIRECTORS SELECTION COMMITTEE

Tim Barker
Steven Schneider
Larry Pittman

ECONOMIC DEVELOPMENT COMMITTEE


Tim Barker
Burnell Neal
Russell Machann

PARKS AND RECREATION COMMITTEE

Steven Schneider
Russell Machann
Terry Freese

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	City Council Boards, Commissions, and Committee Reports: A. Wharton Economic Development Corporation Board of Directors Selection Committee meeting held September 9, 2024.
Attached you will find the reports from the above-mentioned Committees.			
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

Date: September 10, 2024

From: City Council Wharton Economic Development Corporation Board of Directors
Selection Committee.

To: Honorable Mayor and City Councilmembers
Paul Webb, City Attorney

Subject: Report/Recommendations from the meeting held September 9, 2024.


The City Council WEDC Board of Directors Selection Committee met on September 9, 2024, and considered the following items:

1. Review & Consider: Reading of the minutes from the meetings held June 12, 2023, and September 11, 2023
2. Review & Consider: Appointment - Wharton Economic Development Corporation Board of Directors for the term beginning October 1, 2024, to September 30, 2026. The Committee voted to recommend this item to the City Council for consideration.

Adjournment.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	9/23/2024	Agenda Item:	Department Head Reports: A. City Secretary/Personnel. B. Code Enforcement. C. Community Services Department/Civic Center. D. Emergency Management. E. E. M. S. Department. F. Fire Department. G. Legal Department. H. Municipal Court. I. Police Department. J. Public Works Department. K. Water/Sewer Department. L. Weedy Lots/Sign Ordinance. M. Wharton Regional Airport.
City Manager: Joseph R. Pace		Date: Thursday, September 19, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

Date: September 3, 2024
From: Selena Rios, HR Generalist
To: Joseph R. Pace, City Manager
Subject: August 2024 Monthly Personnel Report

HIRED

Clayton Gibson was hired as a Crew Leader in the month of August 2024.
Kenneth White was hired as an Equipment Operator in the month of August 2024.

PROMOTION

Victoria Escamilla was promoted from Part-Time EMT to Part-Time EMT w/Exp in the month of August 2024.

TERMINATION

Davonte Washington separated from employment in the month of August 2024.
Anthony Lott separated from employment in the month of August 2024.

INCREASE IN WAGES

There were no increases in wages in the month of August 2024.

If you have any questions, please contact me at City Hall. Thank you.



City of Wharton

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

Date: September 6, 2024
From: Claudia Velasquez, Building Official
To: Joseph Pace, City Manager
Subject: Permit Report for August 2024

Please see the following for your review; Project Valuation and Fee Report from the Permitting/Code Enforcement Department for the month of August 2024.

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

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2024 THRU 8/31/2024
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400285	8/12/2024	BRERIN INVESTMENTS LLC	000 CONNIE	OWNER	MOWING: WEED LOTS	MOW
2400286	8/02/2024	BRERIN INVESTMENTS LLC	1608 CONNIE	OWNER	MOWING: WEED LOTS	MOW
2400682	8/01/2024	KEROL MCGUSTY & JASON DUNCA	402 HAMILTON	OWNER	MOWING: WEED LOTS	MOW
2400683	8/01/2024	HARRISON, SUSAN	108 COUNTRY CLUB	BHOME	REPLACE 24 WINDOWS	BPR
2400684	8/01/2024	COCHRUM GINGLES INVESTMENTS	318 HAMILTON	OWNER	MOWING: WEED LOTS	MOW
2400685	8/01/2024	MARTINEZ, MIGUEL	1216 W CANEY	OWNER	MOWING: WEED LOTS	MOW
2400686	8/01/2024	IOLA M JOHNSON EST & J PHIL	000.2 HARRIS	OWNER	MOWING: WEED LOTS	MOW
2400687	8/01/2024	TEMPLE, MELVIN	0000.1 N OUTLAR	OWNER	MOWING: WEED LOTS	MOW
2400688	8/02/2024	HUGHES JR, DOLLY J M	000 M L KING BLVD	OWNER	MOWING: WEED LOTS	MOW
2400690	8/02/2024	JC RENTALS LLC	001 BRANCH	OWNER	MOWING: WEED LOTS	MOW
2400691	8/02/2024	SKINNER, NYCOLE T	1611 WILSON	OWNER	MOWING: WEED LOTS	MOW
2400692	8/02/2024	CABRERA, MANUEL	809 DAVID	OWNER	MOWING: WEED LOTS	MOW
2400693	8/02/2024	CONNIE E HUGHES & EVERETT H	817 DAVID	OWNER	MOWING: WEED LOTS	MOW
2400694	8/02/2024	TAFASE, LLC	2306 OLD LANE CITY	OWNER	MOWING: WEED LOTS	MOW
2400695	8/05/2024	DANAS, JIMMIE	1610 N RUSK	OWNER	HOMESTEAD:WATER LINE REPAIR PLB	
2400696	8/05/2024	MOSES GIN	407 HAMILTON	OWNER	AE: 14'X52' MOBILE HOME REP BPR	
2400697	8/05/2024	MOSES GIN	407 HAMILTON	OWNER	AE: 14'X52' MOBILE HOME	DEV
2400698	8/05/2024	WATSON, DAVID	107 COUNTRY CLUB	PB & C	REPAIR WATER LINE	PLB
2400699	8/05/2024	O'NEILL, SEAN	1104 WESTGATE	OWNER	MOWING: WEED LOTS	MOW
2400700	8/05/2024	T W C PROPERTIES	2726 NELGA	OWNER	MOWING: WEED LOTS	MOW
2400701	8/05/2024	MATA, FRANCISCO J	411 E BELLE	OWNER	MOWING: WEED LOTS	MOW
2400702	8/05/2024	RODRIGUEZ SR, JERRY C	521 E BELLE	OWNER	MOWING: WEED LOTS	MOW
2400703	8/05/2024	PEREZ, GUADALUPE & WF	603 E BELLE	OWNER	MOWING: WEED LOTS	MOW
2400704	8/06/2024	MACH, MORRIS	401 TENNIE	MHUNTER'S	AE:REPLACE COIL & CONDENSOR MEC	

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2024 THRU 8/31/2024
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400705	8/06/2024	HAWKINS, SANDY	608 UNIVERSITY	MSALYER'S	3.5TON SYSTEM	MEC
2400706	8/06/2024	NEW HOPE BAPTIST CHURCH	226 N FULTON	MALL ABOUT	REPLACE 10TON COND. UNIT	MEC
2400707	8/06/2024	THOMPSON, CATHERINE	219 DENNIS	MALL ABOUT	2.5 TON COND. UNIT DAMAGED	MEC
2400708	8/06/2024	LENNAR HOMES	101 NICHOLAS	OWNER	1425SQFT SINGLE STORY RESID	SUBDBPR
2400709	8/06/2024	LENNAR HOMES	103 NICHOLAS	OWNER	1855SQFT SINGLE STORY	SUBDBPR
2400710	8/06/2024	LENNAR HOMES	104 NICHOLAS	OWNER	1985SQFT SINGLE STORY RESID	SUBDBPR
2400711	8/06/2024	BAINES-HAHN, CHERYL	306 S EAST AVE	BAL'S AFFO	24 X 12 PRE-FRAB STORAGE BU	DEV
2400712	8/06/2024	LENNAR HOMES	105 NICHOLAS	OWNER	2058SQFT SINGLE STORY RESID	SUBDBPR
2400713	8/06/2024	LENNAR HOMES	106 NICHOLAS	OWNER	1797SQFT SINGLE STORY RESID	SUBDBPR
2400714	8/06/2024	CUEVAS, MACARIO	1103 BRIAR LANE	BLSCONCRET	24X41, 4.5 IN TH CONCRETE S	BPR
2400715	8/06/2024	LENNAR HOMES	110 NICHOLAS	OWNER	1652SQFT SINGLE STORY RESID	SUBDBPR
2400716	8/06/2024	LENNAR HOMES	1216 WHARTON LAKES	OWNER	2267SQFT 2-STORY RESID.	SUBDBPR
2400717	8/06/2024	ROBLES, BEN	1409 N FULTON	PJOHNNYS	TUB DRAIN REPAIR, NEW SHW V	PLB
2400718	8/06/2024	KNIGHT, KIM	125 COUNTRY CLUB	GQUALITY	26KW GENERATOR W/200AMP	BPR
2400719	8/06/2024	KNIGHT, KIM	125 COUNTRY CLUB	GQUALITY	GAS LINE FOR 26KW GENERATOR	PLB
2400720	8/06/2024	ARREGUIN, ROBERT	520 W BURLESON	OWNER	MOWING: WEED LOTS	MOW
2400721	8/06/2024	HOYT, FRANKLIN	422 W BURLESON	OWNER	MOWING: WEED LOTS	MOW
2400722	8/06/2024	ANK INC	104 S RICHMOND	OWNER	MOWING: WEED LOTS	MOW
2400723	8/07/2024	LOPEZ, ROLANDO	220 E MILAM	OWNER	6FT 75LNFT PRIVACY FENCE	BPR
2400724	8/07/2024	LENNAR HOMES	108 NICHOLAS	OWNER	1788SQFT SINGLE STORY RESID	SUBDBPR
2400725	8/07/2024	ROBLES, BEN	1409 N FULTON	BROEL	INSTALL 1 WINDOW, 1/2IN HAR	BPR
2400726	8/08/2024	JC RENTALS LLC	915 W MILAM	OWNER	MOWING: WEED LOTS	MOW
2400727	8/08/2024	JC RENTALS LLC	919 W MILAM	OWNER	MOWING: WEED LOTS	MOW
2400728	8/08/2024	ALONSO, CHRISTIAN ARROY	1013 W SPANISH CAMP	OWNER	MOWING: WEED LOTS	MOW

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2024 THRU 8/31/2024
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400729	8/08/2024	DUYKA, ANTHONY	415 BOLING GREEN	EGULF	22KW GENERATOR/TRANSFER SWI	BPR
2400730	8/08/2024	SHENWARI, NASIR	407 OGDEN	OWNER	MOWING: WEED LOTS	MOW
2400732	8/09/2024	SITKA, LARRY	0000 FM 102	OWNER	REPAIR EXISTING BILLBOARD S	BPC
2400733	8/12/2024	FRIAS, CLAUDIA	404 N RESIDENT	OWNER	BUILDING RESIDENTIAL	DEV
2400734	8/12/2024	WHARTON 55 LLC	1201 E MILAM	OWNER	MOWING: WEED LOTS	MOW
2400735	8/12/2024	WHARTON 55 LLC	0 S ALABAMA	OWNER	MOWING: WEED LOTS	MOW
2400736	8/12/2024	TXDOT	1705 1/2 N RICHMOND	ETHIRDCOAS	TEMPORARY NEW SERVICE	BLD-EC
2400737	8/13/2024	REYNA, GILBERT	419 HELMS	PB & C	GAS LINE METER TO GENERAC	PLB
2400738	8/13/2024	REYNA, GILBERT	419 HELMS	EGULF	HOME STANDBY GENERATOR	BPR
2400739	8/13/2024	MUELLER, DON	1313 KELVING WAY	EGULF	HOME STANDBY GENERATOR	BPR
2400740	8/13/2024	SANCHEZ, HECTOR	402 E WAYSIDE	OWNER	MOWING: WEED LOTS	MOW
2400741	8/13/2024	MARTINEZ, ARCADIO	502 E AHLDAK	BMARCO	12 SQ 30 YEAR SHINGLES/NO D	BPR
2400742	8/13/2024	SHANNON, PAUL	1206 CRESTMONT	BPRIORITYR	BERYL:REFOOF 27 SQ REDECK	BPR
2400743	8/13/2024	LENNAR HOMES	1216 WHARTON LAKES	PROSENBURG	AE:NEW PLBG INSTAL NEWTWO	PLB
2400744	8/13/2024	HAWES COMPANY	112 E MILAM	BD SCOTT	REPAIR TIN ROOF/DOOR DUE	ST BPC
2400745	8/14/2024	DAIRY QUEEN- CTX RESTAURANT	1321 N RICHMOND	PBIG	REPLACE SEWER LINE FROM B	T PLB
2400746	8/14/2024	LENNAR HOMES	107 NICHOLAS	OWNER	1709SQFT SINGLE STORY RESID	BPR
2400747	8/14/2024	LENNAR HOMES	109 NICHOLAS	OWNER	1570SQFT 2-STORY RESID.	SUBDBPR
2400748	8/14/2024	LENNAR HOMES	112 NICHOLAS	OWNER	1469SQFT SINGLE STORY RESID	SUBDBPR
2400749	8/14/2024	LENNAR HOMES	114 NICHOLAS	OWNER	2108SQFT SINGLE STORY RESID	SUBDBPR
2400750	8/14/2024	LENNAR HOMES	113 BRANDI	OWNER	1693SQFT SINGLE STORY RESID	SUBDBPR
2400751	8/14/2024	LENNAR HOMES	115 BRANDI	OWNER	1828SQFT SINGLE STORY RESID	SUBDBPR
2400752	8/14/2024	LENNAR HOMES	203 BRANDI	OWNER	1834SQFT SINGLE STORY RESID	SUBDBPR
2400753	8/14/2024	LENNAR HOMES	101 NICHOLAS	PROSENBURG	AE:NEW PLBG INSTAL NEW RES	PLB

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2024 THRU 8/31/2024
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400754	8/14/2024	LENNAR HOMES	103 NICHOLAS	PROSENBURG	AE: NEW PLBG INSTAL NEW RES PLB	
2400755	8/14/2024	SANCHEZ, ALFONSO JR	717 E COLUMBUS	B AG REMOD	ROOFREPLACE 20SQ 30YR SHING BPR	
2400756	8/14/2024	LENNAR HOMES	105 NICHOLAS	PROSENBURG	AE:NEW PLBG INSTAL NEW RESI PLB	
2400757	8/15/2024	AULD, KAREN	612 N RUSK	BTEX SHED	STORAGE SHED(DMGED DUE TO B DEV	
2400758	8/15/2024	GONZALEZ, ERNESTO	205 MCELROY	OWNER	97LNFT WOOD FENCE	BPR
2400759	8/15/2024	BOEDEKER, KELLY	2709 N FULTON	PB & C	REPLACE SEWER LINE	PLB
2400760	8/15/2024	AVALON PLACE	1405 VALHALLA DR	PKOTLAR	ANNUAL GAS PRESSURE TEST	PLB
2400761	8/15/2024	WILKE, SUE	1412 N RUSK	BBW FENCE	ADDING 6' PICK TO EXISTI FE BPR	
2400762	8/15/2024	LINDBERG, M.L.	701 OLIVE	BBW FENCE	BERYL DMGED 37 POLE ON FENC BPR	
2400763	8/15/2024	FREUDENSPRUNG, A J	816 WALNUT	BBW FENCE	BERYL DMDG 6'FENCEREPAIR:12 BPR	
2400764	8/19/2024	KELLEY, DENNIS/MELINDA	203 W FIRST	BFIRSTCALL	REROOF 28 SQUARES	BPR
2400765	8/19/2024	PHILLIPS, CAROL BALDWIN	818 BRANCH	BFIRSTCALL	REROOF 24 SQUARES	BPR
2400767	8/19/2024	Richardson, Joyce	613 N RESIDENT	BKENNETH	COMPLETE REROOF 39 SQUARES	BPR
2400768	0/00/0000	RIVERBEND APARTMENTS	2500 JR COLLEGE BLVD	EH&M ELEC	REPLACING METER JAWS APT 80 BLD-EC	
2400769	8/21/2024	THE PLAZA THEATRE, INC.	120 S HOUSTON	MEB	REPALCE OUTDOOR UNIT & EVAP MEC	
2400770	8/21/2024	GONZALEZ, MARGARITA NAVA	0 BELL	OWNER	MOWING: WEED LOTS	MOW
2400771	8/21/2024	MOSES, R D	299 N FORD	OWNER	MOWING: WEED LOTS	MOW
2400772	8/21/2024	LENNAR HOMES	111 BRANDI	OWNER	2374SQFT 2- STORY RESID.	SUBDBPR
2400773	8/21/2024	BROWN, PATRICIA P	301 N SHEPPARD	OWNER	MOWING: WEED LOTS	MOW
2400774	8/21/2024	LENNAR HOMES	104 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400775	8/21/2024	C. WARNEMENT & N. TINSLEY	1405 BAILEY	OWNER	MOWING: WEED LOTS	MOW
2400776	8/21/2024	LENNAR HOMES	106 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400777	8/21/2024	LENNAR HOMES	108 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB
2400778	8/21/2024	LENNAR HOMES	110 NICHOLAS	PROSENBURG	NEW PLUMBING NEW RESID	SUBDPLB

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2024 THRU 8/31/2024
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400779	8/21/2024	ARIMAH, CHRISTOPHER	1521 CONNIE	OWNER	MOWING: WEED LOTS	MOW
2400780	8/21/2024	FENTON, HELEN L.	528 ALLEN	OWNER	MOWING: WEED LOTS	MOW
2400781	8/22/2024	WALTER MORTG SERVICING INC	1622 GOODE	OWNER	MOWING: WEED LOTS	MOW
2400782	8/22/2024	RODGERS, LARRY	804 BRANCH	OWNER	MOWING: WEED LOTS	MOW
2400783	8/22/2024	WATERS, JACK	313 W MILAM	CBAIRD	REPLACE FASCIA & AWNING	BPC
2400784	8/22/2024	MUELLER, DON	1313 KELVING WAY	POVERALL	GAS LINE TO HOUSE GENERATOR PLB	
2400785	8/22/2024	CASTILLO, LINDA	416 TEXAS	LATLAS	LEVEL ADJUST/RESHIM 25	BPR
2400786	8/22/2024	WATERS, JACK	305 W MILAM	CBAIRD	REPLACE FASCIA & AWNING	BPC
2400787	8/22/2024	WATERS, JACK	307 W MILAM	CBAIRD	REPLACE FASCIA & AWNING	BPC
2400788	8/22/2024	WHARTON FEED & SUPPLY	3030 N RICHMOND	BLOCKLEY	INSTALL 16' X 11' PYLON SIG	SIG
2400789	8/23/2024	FISHER, DELORES	317 CORRELL	BROCKY G	AE: REROOF 20 SQS	BPR
2400790	8/23/2024	JOHNSON, JAYMES	128 S OUTLAR	BAGUILAR	15 X 9'3 DECK W/ RAMP REARP	BPR
2400791	8/23/2024	MCGEE, CHARLES	301 AVENUE A	LATLAS	ADJUST & REPAIR 1257 SQFT 3	BPR
2400792	8/23/2024	THOMPSON, PATRICIA	112 GREENBRIAR	ELUMIO HX	ROOF MOUNT SOLAR PANEL	BPR
2400793	8/26/2024	JACKSON, LARRY D	401 CORRELL	OWNER	DEMOLITION STORAGE BUILDING	DEM
2400794	8/26/2024	JACKSON, LARRY D	401 CORRELL	OWNER	FLOODPLAIN DEV. DEMO STGE B	DEV
2400795	8/26/2024	HEARD, ELISABETH J & M	531 E ELM	OWNER	MOWING: WEED LOTS	MOW
2400796	8/26/2024	JUST DO IT NOW, INC	610 E ELM	OWNER	MOWING: WEED LOTS	MOW
2400797	8/26/2024	MERINO, JESSE	418 LAZY LANE	BTINO	DRYWALL 1 ROOM	BPR
2400798	8/27/2024	CERRILLO, TERRY	2010 GRAYSON	BMARTINEZ	277 LINEAR FT 6' WOOD FENCE	BPR
2400799	8/27/2024	TEXANA CENTER	509 1/2 SUNSET DRIVE	PTIME	ANNUAL GAS TEST	PLB
2400800	8/27/2024	TEXANA CENTER	619 UNIVERSITY	PTIME	ANNUAL GAS TEST	PLB
2400801	8/27/2024	STRALOW, WENDY	1316 LA DELLE	BTOTAL	216' OF6FTWOODFENCE METALPO	BPR
2400802	8/27/2024	SWEENEY, DALE	319 STAVENA	BAGUILAR	LEVEL BACK OF HOUSE, REP BE	BPR

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 8/01/2024 THRU 8/31/2024
 ISSUED DATES: 0/00/0000 THRU 99/99/9999
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

Item-20.

PROJECT	ISSUE DATE	NAME	LOCATION	CONTRACTOR	DESCRIPTION	PROJ TYPE
2400803	8/28/2024	MILLER, LEE E & AMANDA	201 N HOUSTON	OWNER	MOWING: WEED LOTS	MOW
2400804	8/28/2024	HAMER REAL ESTATE HOLDINGS	0000.3 N RICHMOND	OWNER	MOWING: WEED LOTS	MOW
2400805	8/28/2024	SWEENEY, DALE	319 STAVENA	BAGUILAR	LEVELING:5 BLOCKS & 2 BEAMS	BPR
2400806	8/28/2024	CITY OF WHARTON AIRPORT	714 ROBERT VONDERAU	SHIGHFIVE	INSTAL6X12 LIGHTED SIGN & P SIG	
2400807	8/28/2024	SCHULZ INVESTMENTS LLC	604 ABELL	BGALICIA	30 YR SHINGLES/ NO DECKING	BPR
2400808	8/29/2024	JOHNSON, DEMITRIA	710 KOEHL	BERICJ	6' WOOD FENCE 195 LINEAR FT	BPR
2400809	8/29/2024	SEGREST PROPERTIES #2, LLC	605 N RICHMOND	BMATA	350LFT 6' CHAINFENCE BARB W BPC	
2400810	8/29/2024	BUMGARTNER, MICHAEL	1701 N RICHOMND 28	BGUNTLES	6X10 PORCH WITH RAILS & ROO	BPR
2400811	8/29/2024	HUDSON, RAYMOND	816 E CANEY	BJOSE CANA	REROOF 11 SQS REPLACE 1 2X6	BPR
2400812	8/29/2024	LULE, MARIA	1133 KINGSTON	OWNER	REROOF 35 SQUARES	BPR
2400813	8/29/2024	CANTU, IRANIA	517 E MULBERRY	OWNER	MOWING: WEED LOTS	MOW
2400814	8/29/2024	CRAFT, THELMA	0 MLK BLVD	OWNER	MOWING: WEED LOTS	MOW
2400815	8/29/2024	CLARK, BARBARA JEAN	00 MLK BLVD	OWNER	MOWING: WEED LOTS	MOW
2400816	8/30/2024	SEGREST PROPERTIES #2 LLC	605 N RICHMOND B	EA BETTER	NEW WEATHER HEAD,PIPE, ETC	BLD-EC
2400817	8/30/2024	MATA, LUPE	202 E WAYSIDE	BMARTINEZ	REROOF W/30YR SHINGLES	BPR
*** TOTALS ***		NUMBER OF PROJECTS:	135	VALUATION:	211,330.33 FEES:	39,489.53

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2024 THRU 8/31/2024
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

Item-20.

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLD-EC - BUILDING (E) COMMERCIAL	3	2,754.85	91.40
BPC - BUILDING COMM. PERMIT L	6	148,400.00	1,404.50
BPR - BUILDING RESID. PERMIT L	49	19,340.00	33,213.13
DEM - DEMOLITIONS PERMIT L	1	0.00	50.00
DEV - DEVELOPMENT PERMIT L	5	0.00	150.00
MEC - MECHANICAL PERMIT L	5	28,834.48	340.00
MHP - MOBILE HOME PERMIT L	1	0.00	0.00
MOW - MOWING: WEEDY LOTS L	43	0.00	0.00
PLB - PLUMBING PERMIT L	15	0.00	968.00
SIG - SIGN PERMIT L	2	12,001.00	133.75
SUBDBLD - SUBD. BUILDING PERMIT	1	0.00	2,670.75
SUBDPLB - PLUMBING PERMIT	4	0.00	468.00
*** TOTALS ***	135	211,330.33	39,489.53

PROJECTS: 0 -ZZZZZZZZZZ
APPLIED DATES: 8/01/2024 THRU 8/31/2024
ISSUED DATES: 0/00/0000 THRU 99/99/9999
EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS: ALL

Item-20.

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
101 - NEW RESIDENTIAL CONSTRUCTION	16	16	0.00	33,088.54
106 - SINGLE WIDE MANUFACTURED HOMES	1	1	0.00	0.00
300 - BUILDING-ELECTRICAL	3	3	2,754.85	91.40
301 - RESIDENTIAL GENERATOR	4	4	0.00	650.00
330 - SIGNS	3	3	13,001.00	133.75
331 - CONCRETE APPLICATIONS	1	1	0.00	160.00
400 - ADDITIONS, ALTERATIONS & CONVERSION	5	5	135,000.00	1,379.94
432 - LEVELING	4	4	0.00	195.00
435 - RESIDENTIAL REMODELS	3	3	0.00	342.90
435A - COMMERCIAL REMODELS	1	1	3,800.00	51.00
439 - ROOFING	11	11	11,340.00	601.00
443 - FENCE (PRIVACY)	9	9	16,600.00	382.50
500 - RESIDENTIAL SOLAR PHOTOVOLTAIC SYSTEM	1	1	0.00	437.50
649 - ALL OTHER STRUCTURES DEMOLISHED	1	1	0.00	50.00
800 - MECHANICAL PERMITS	5	5	28,834.48	340.00
900 - PLUMBING PERMITS	15	15	0.00	968.00
DEV - DEVELOPMENT PERMIT	5	5	0.00	150.00
MOWING - WEDDY LOTS/MOWING	43	43	0.00	0.00
W.LAKES-P - PLUMBING PERMITS	4	4	0.00	468.00
*** TOTALS ***	135	135	211,330.33	39,489.53

Wharton Civic Center
Monthly Report
Aug-24

Room	Rentals	Amount	YTD	
Main Hall	5	\$ 4,355.00		\$ 4,355.00
Pre-Function	1	\$ 160.00		\$ 160.00
O'Quinn	9	\$ 900.00		\$ 900.00
MTG A	1	\$ 75.00		\$ 75.00
MTG B	0	\$ -		\$ -
Duncan	1	\$ 75.00		\$ 75.00
Total	17	\$ 5,565.00	\$ -	\$ 5,565.00

Room Rentals

Date	Room	Organization	Fee
8/3/2024	O'Quinn	Jessica Luna	\$ 160.00
8/3/2024	Pre-Function	Mariana Briceno	\$ 160.00
8/4/2024	O'Quinn	Andrew Kimble	\$ 140.00
8/5/2024	Main Hall	WISD Convocation	\$ 855.00
8/7/2024	O'Quinn	Rotary	\$ 120.00
8/10/2024	O'Quinn	Simi Ciruti	\$ 160.00
8/13/2024	Duncan	Pilot Club	\$ 75.00
8/14/2024	O'Quinn	Rotary	\$ -
8/15/2024	MTG A	DNA	\$ 75.00
8/17/2024	O'Quinn	Mercedes Thompson	\$ 160.00
8/21/2024	O'Quinn	Rotary	\$ -
8/24/2024	Main Hall	DiamondBack Gun Show	\$ 1,000.00
8/24/2024	Main Hall	DiamondBack Gun Show	\$ 1,000.00
8/28/2024	O'Quinn	Rotary	\$ -
8/28/2024	Main Hall	CenterPoint	\$ 500.00
8/31/2024	Main Hall	Claudia Perez	\$ 1,000.00
8/31/2024	O'Quinn	Yvonne Gutierrez	\$ 160.00
Total:			\$ 5,565.00



City of Wharton

Office of Emergency Management

1407 N. Richmond Rd., Wharton, TX 77488

Phone (979) 532-4811 x 502 Fax (979) 532-1800

Date: August 6, 2024

To: Mr. Joseph Pace

Projects for: August

Just a reminder to all departments: make sure all new city employees complete their NIMS training online (100, 200, 700, and 800). New hires must log onto preparingtexas.org and create an account using their email.

Monthly reports were submitted to TxDot for the yearlong Comprehensive Traffic Grant. We were approved for the 2024 to 2025 grant from TxDot.

I am constantly tracking and monitoring possible severe weather information from the National Weather Service. **The prediction is for a busy year this Hurricane Season.**

We already experienced Hurricane Beryl in Wharton as a cat. 1.

Thank you to our City of Wharton Employees for a job well done before, during, and after Hurricane Beryl.

As for the FEMA Disaster Recovery Center at the Civic Center. In week one, they averaged roughly registering 100 families daily for FEMA assistance. In week two, the numbers dropped somewhat. The first day, Saturday, had around 68 families; the second day, Monday, had around 57 families; and on the third day, Tuesday, there were 73 families.

The debris pickup for the City of Wharton is now on its second pass through town, with a third pass still taking place after the second one is completed.

We had an after-action review with Pace, Paula, Gwyn, and myself. We discussed what went right and wrong and how to improve for the next disaster. The meeting was very productive for me.

Municipal Court Bailiff duties in August are on the 14th and 21st, starting at 2 pm. The safety improvements in the Municipal Court have started.

I am attending a TEEX's Leadership class at the Civic Center this week.

Took part in two different outreach programs on August 3rd. The first was at HEB for Kids Day, and the second was at The Word Church Worship Center.

I have scheduled a meeting with CenterPoint Energy for Thursday, August 15, 2024, at 10 am at City Hall to meet with myself, Mr. Pace, Paula, and Gwyn to discuss a sense of our priority facilities that CenterPoint Energy serves.

Lt. Ben Guanajuato

CITY OF WHARTON
ESD 3 RESPONSE REPORT
FISCAL YEAR 2022-23 COMPARED WITH 2023-24

Month of Service	Resp Per mon	Emerg Resp	Non Emerg	No Loads	Transfers	911 OUCH	911 OBW	Flights	
Oct-22	286	181	0	105	0	58	107	6	2-Assault/1-MVA/1-Seizures/2-CVA
Nov-22	283	158	0	125	0	48	98	4	1MVA/2Seizures/1Fall
Dec-22	295	201	0	94	0	64	125	3	Fall/CVA/Assault
Jan-23	274	188	0	86	0	51	122	4	2CVA/1cardiac/1seizure
Feb-23	259	155	0	104	0	47	98	0	
Mar-23	243	152	0	91	0	54	82	7	1Seizure/2Resp/1CVA/2MVA/1suicide att.
Apr-23	246	155	0	91	0	54	89	2	1Seizure/1STEMI
May-23	277	188	0	89	0	62	108	9	1MVA/3CVA/3Burns/Suicide/1Cardiac
Jun-23	295	206	0	89	0	61	125	5	3-Respiratory/1CVA/1MVA
Jul-23	273	170	0	103	0	58	98	6	2-Unresponsive/2-MVA/1-Fall/1-Seizure
Aug-23	354	217	0	137	1	72	122	9	3Fall/3MVA/2Resp/1Burn
Sep-23	283	192	0	91	1	63	107	10	1Seizure/1Resp/4MVA/2CVA/2Fall
Totals	3368	2163	0	1205	2	692	1281	65	

Month of Service	Resp Per mon	Emerg Resp	Non Emerg	No Loads	Transfers	911 OUCH	911 OBW	Flights	
Oct-23	257	149	0	108	0	56	83	2	1RespDistress/1AutoPed
Nov-23	235	146	0	89	1	64	77	3	1Choking/1Cardiac/1GIBleed
Dec-23	292	181	0	111	0	64	101	9	*See comment below
Jan-24	258	158	0	100	0	56	89	7	*See comment below
Feb-24	246	143	0	103	0	61	76	1	MVA
Mar-24	251	161	0	90	0	67	87	3	1Cardiac/1CVA/1MVA
Apr-24	283	169	0	114	0	68	84	6	4MVA/1Seizure/1Cardiac
May-24	264	168	0	96	0	69	82	10	*See comment below
Jun-24	234	165	0	69	0	76	82	5	2CVA/1MVA/1RespDist/1AllergicReaction
Jul-24	260	163	0	94	3	79	68	8	5Falls/1CVA/1Seizure/1MVA
Aug-24	335	185	0	150	0	73	96	11	*See comment below
Totals	2915	1788	0	1124	4	733	925	65	

19 less calls than last year. 32 less emergent responses: last year 13 more no loads

*Dec-23 1PulmonaryEdema/1GIBleed/1HeadInjury/1RespDistress/2CVA/1MVA/1AMS

*Jan-24 1Unresponsive/1Cardiac/1MVA/3Resp/1Fall

*May24 2Fall/2MVA/1CVA/1AMS/2RESPDistress/1Cardiac/1Unresponsive

*Aug-24 1CVA/2Unresponsive/2Fall/3SOB/1MVA/2Cardiac

Yearly Totals	Mon. Avg.	Mon. Avg.
---------------	-----------	-----------

2002/03	2688	224	2013-2014	3326	277
2003/04	2784	232	2014-2015	3770	314
2004/05	2444	203	2015-2016	3545	295
2005/06	2874	239	2016-2017	3490	291
2006/07	2928	244	2017-2018	3248	270
2007/08	3309	275	2018-2019	3244	270
2008/09	3425	285	2019-2020	3211	268
2009/2010	3205	267	2020-2021	3410	284
2010/2011	3208	267	2021-2022	3473	289
2011/2012	3364	280	2022-2023	3368	281
2012-2013	3253	271	2023-2024	2915	265

Incident Reports By Incident Type, Summary

Page 1 of 1

AUGUST 2024

Incident Type	Total Incidents:
100 Fire, other	1
143 Grass fire	4
322 Vehicle accident with injuries	6
323 Motor vehicle/pedestrian accident (MV Ped)	1
324 Motor vehicle accident with no injuries	16
400 Hazardous condition, other	3
412 Gas leak (natural gas or LPG)	4
444 Power line down	2
445 Arcing, shorted electrical equipment	1
463 Vehicle accident, general cleanup	1
510 Person in distress, other	1
611 Dispatched & canceled en route	12
631 Authorized controlled burning	2
651 Smoke scare, odor of smoke	3
745 Alarm system sounded, no fire - unintentional	4
Total Number of Incidents:	61
Total Number of Incident Types:	15

Print Date: 9/12/2024

PAUL WEBB, P.C.
ATTORNEYS AT LAW
221 NORTH HOUSTON STREET
WHARTON, TEXAS 77488

PAUL WEBB
VINCENT L. MARABLE III
AMY ROD *

TELEPHONE: 532-5331
AREA CODE 979
FACSIMILE: 532-2902

* BOARD CERTIFIED - FAMILY LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

August 31, 2024

City of Wharton
120 E. Caney
Wharton, Texas 77488

Ace Hardware - Lockley Drainage Easement

07/30 Letter to Paula Favors at City of Wharton with original Drainage Easement enclosed with copy of same to Lillian Lockley, KNR Pipeline Services, and Wharton Feed Supply;
08/26 Office conference with Gwyn Teves and Paula Favors; Revise Easement;

Centerpoint / Electric

07/29 E-mail regarding scheduling meeting in conference room;

City Council

08/09 E-mail to Paula Favors regarding Council agenda; Review agenda in preparation for meeting;
08/12 Prepare for and attend City Council meeting;
08/26 Review Agenda and attend City Council meeting;

Miscellaneous

08/09 Review e-mail from City Manager regarding citizen request for refund of tree trimming; E-mail to Joseph Pace;
08/13 E-mail regarding Crenshaw tree issue resolved;

Municipal Court

08/14 Attend City Trials; Research use of cell phone outside of a school zone; E-mail to Clerks and Chief Lynch;
08/15 E-mail from Johnny Trinh; Telephone conference with Clerk; E-mail to Johnny Trinh; Telephone conference with Keslie regarding Defendant Leroy Dailey and mistakes on citation;

Attorney Fees:

(1)	Amy Rod	7.25	hrs. @ \$175.00 per hour =	1,268.75
(2)	Paul Webb	.25	hrs. @ \$175.00 per hour =	43.75
Total Attorneys Fees				1,312.50

(Continued on Next Page)

RECEIVED
SEP 06 2024

BY:

Expenses:

Facsimile	pages @ .75 each	
Xerox	32 copies @ .10 each	3.20
E-Mail	pages @ .25 each	
Colored	copies @ .30 each	
GLO Nelson - Winstead PC - July 2024 Services		110.20
Total Expenses		113.40

Previous Balance	3,480.85
Payment Received - 08/15/24	-3,480.85

TOTAL INVOICE DUE 1,425.90



City of Wharton

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

MEMORANDUM

Date: September 12, 2024
From: Paula Favors, City Secretary
To: Joseph R. Pace, City Manager
Subject: Wharton Municipal Court Monthly Report

Please find attached the monthly report for Wharton Municipal Court for the month of August 2024.

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

City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
Administration Fee	AF	\$10.00	3462	\$ 10.00	\$ 30.00	\$ 40.00		\$ 50.00	\$ 70.00	\$ 10.00	\$ 50.00	\$ 10.00	\$ 10.00	\$ 60.00
Arrest Fee	AR	\$5.00	3466	\$ 522.87	\$ 616.95	\$ 712.13	\$ 416.08	\$ 1,086.48	\$ 971.78	\$ 742.93	\$ 751.09	\$ 502.47	\$ 553.87	\$ 647.55
Administration Fee	AF2	\$20.00	3462	\$ 260.00	\$ 380.00	\$ 400.00	\$ 240.00	\$ 440.00	\$ 510.00	\$ 560.00	\$ 440.00	\$ 360.00	\$ 100.00	\$ 520.00
Court Technology Fund	CTF	\$4.00	13 3850	\$ 52.00	\$ 12.00	\$ 100.00	\$ 52.00	\$ 187.97	\$ 94.86	\$ 67.74	\$ 32.00	\$ 44.00	\$ 8.67	\$ 95.77
Driving Safety Course Administrative Fee	DSC	\$10.00	3453	\$ 70.00	\$ 220.00	\$ 140.00	\$ 90.00	\$ 130.00	\$ 220.00	\$ 160.00	\$ 110.00	\$ 120.00	\$ 40.00	\$ 50.00
Indigent Defense Fee	IDF	\$2.00	2050	\$ 18.00	\$ 4.00	\$ 38.00	\$ 20.00	\$ 78.84	\$ 35.50	\$ 25.87	\$ 6.00	\$ 16.00	\$ 4.33	\$ 35.89
State Traffic Fee & STF 19	STF - 5% SF	\$30.00	2050	\$ 2,480.31	\$ 3,330.25	\$ 3,877.56	\$ 1,624.37	\$ 4,780.91	\$ 4,446.09	\$ 2,745.17	\$ 3,420.24	\$ 2,700.79	\$ 2,525.42	\$ 3,213.68
School Crossing Guard Program	CS	\$20.00	3467											
Traffic Fee City	TFC	\$3.00	3471	\$ 156.62	\$ 202.82	\$ 247.05	\$ 101.06	\$ 306.29	\$ 273.90	\$ 171.82	\$ 209.42	\$ 168.65	\$ 151.54	\$ 200.14
Child Safety	CS-2	\$25.00	3467	\$ 25.00	\$ 211.95	\$ 34.12	\$ 25.00		\$ 155.12	\$ 170.09	\$ 169.65	\$ 8.65		\$ 123.58
Fine	FINE		3450	\$ 10,112.66	\$ 12,768.27	\$ 14,016.80	\$ 10,253.24	\$ 23,828.26	\$ 20,189.93	\$ 20,045.91	\$ 15,194.38	\$ 11,215.45	\$ 12,755.57	\$ 13,829.90
Judicial Fee City	JFCI	\$0.60	3462	\$ 5.40	\$ 1.20	\$ 11.40	\$ 6.00	\$ 23.65	\$ 10.65	\$ 7.76	\$ 3.60	\$ 4.80	\$ 1.30	\$ 10.77
Municipal Court Building Security	MCBS	\$3.00	19 3850	\$ 27.00	\$ 6.00	\$ 57.00	\$ 30.00	\$ 118.24	\$ 53.24	\$ 38.81	\$ 18.00	\$ 24.00	\$ 6.50	\$ 53.83
State Jury Fee	SJRF	\$4.00	2050	\$ 36.00	\$ 8.00	\$ 76.00	\$ 40.00	\$ 157.66	\$ 70.99	\$ 51.74	\$ 24.00	\$ 32.00	\$ 8.67	\$ 71.77
Time Payment Plan Local	TP-L	\$10.00	3448			\$ 30.00	\$ 10.00	\$ 90.00	\$ 35.50	\$ 30.00	\$ 20.00			\$ 20.00
Time Payment Plan State	TP-S	\$12.50	2050			\$ 37.50	\$ 12.50	\$ 112.50	\$ 44.37	\$ 37.50	\$ 25.00			\$ 25.00
Administration Fee	ADMIN	\$10.00	3462	\$ 866.40	\$ 961.30	\$ 1,014.50	\$ 486.00	\$ 222.90	\$ 507.60	\$ 145.90	\$ 1,157.50	\$ 322.80	\$ 500.70	\$ 1,085.50
Consolidated Costs	CC04	\$40.00	2050	\$ 360.00	\$ 80.00	\$ 760.00	\$ 400.00	\$ 1,576.62	\$ 709.89	\$ 517.42	\$ 240.00	\$ 320.00	\$ 86.67	\$ 717.77
Judicial Fee State	JFCT2	\$5.40	2050	\$ 48.60	\$ 10.80		\$ 54.00	\$ 212.84		\$ 69.85	\$ 16.20	\$ 43.20		\$ 96.90
Time Payment Fee Local	TP-L-E	\$2.50	3449			\$ 7.50	\$ 2.50	\$ 22.50	\$ 8.87	\$ 7.50	\$ 5.00			\$ 5.00
Warrant Fee	WRNTFE	\$50.00	3462	\$ 1,371.08	\$ 1,440.10	\$ 1,433.23	\$ 1,403.80	\$ 5,642.26	\$ 2,740.56	\$ 2,278.34	\$ 1,425.93	\$ 1,068.43	\$ 602.42	\$ 2,227.55
Over Payment	OV		3462			\$ 0.10			\$ 0.50					\$ 0.40
Collection Agency Fee	COLAGY		2058	\$ 1,407.00	\$ 927.68	\$ 1,543.07	\$ 1,588.40	\$ 6,131.31	\$ 3,102.99	\$ 2,756.22	\$ 1,589.88	\$ 997.00	\$ 894.02	\$ 1,799.09
Judicial Fee State	JFCT	\$3.40	2050								\$ 10.20			
State Jury Fee	FEE	\$4.00	2050											
State Indigent Fee	ST-IDF	\$2.00	2050											
Corrections Management Inst.	CMI	\$0.50	2053											
Comp to Victims of Crime Fund	CVC	\$15.00	2050											
Juvenile Delinquency	JCD2	\$0.50	2050											
Consolidated Court Costs	CCC	\$17.00	2050											
Judicial Training	JCPT2	\$2.00	2050			\$ 102.60			\$ 95.84				\$ 11.70	
Civil Justice Fee State - MVF	CJFS	\$0.09	2050	\$ 0.27		\$ 0.63	\$ 0.18	\$ 1.17	\$ 0.29	\$ 0.17		\$ 0.27		\$ 0.45
Civil Justice Fee Court - MVF	CJFC	\$0.01	462 - 2050	\$ 0.03		\$ 0.07	\$ 0.02	\$ 0.13	\$ 0.03	\$ 0.02		\$ 0.03		\$ 0.05
Fugitive Apprehension	FA	\$5.00	2050											
Child Safety Seat	CSS	\$0.15	2050											
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 70.50	\$ 155.30	\$ 50.95	\$ 151.35	\$ 478.00	\$ 151.35	\$ 50.45	\$ 117.82	\$ 336.24	\$ 50.45	\$ 151.35
Truancy Prevention Fund	TPF	\$2.00		\$ 14.00	\$ 4.00	\$ 34.00	\$ 20.00	\$ 72.84	\$ 35.22	\$ 25.87	\$ 6.00	\$ 16.00	\$ 4.33	\$ 31.91
Restitution	RST													
FTA Program - State	TLFTA1	\$20.00	10 2050	\$ 200.00	\$ 40.00	\$ 320.00	\$ 203.10	\$ 496.90	\$ 300.00	\$ 180.00	\$ 100.00	\$ 80.00	\$ 36.00	\$ 200.50
FTA Program - Vendor	TLFTA2	\$6.00	10 2059	\$ 108.00	\$ 90.00	\$ 136.92	\$ 120.00	\$ 454.20	\$ 270.00	\$ 252.00	\$ 102.00	\$ 90.00	\$ 24.00	\$ 198.00
FTA Program - City	TLFTA3	\$4.00	10 3451	\$ 72.00	\$ 60.00	\$ 91.28	\$ 80.00	\$ 302.80	\$ 180.00	\$ 168.00	\$ 68.00	\$ 60.00	\$ 40.00	\$ 132.00
Local Municipal Jury Fund	LMJF	\$0.10	2049	\$ 9.60	\$ 12.22	\$ 12.33	\$ 7.34	\$ 17.78	\$ 17.63	\$ 13.61	\$ 14.51	\$ 9.37	\$ 10.83	\$ 11.17
Time Payment Reimbursement Fee	TPRF	\$15.00	3448	\$ 88.28	\$ 123.92	\$ 203.21	\$ 152.10	\$ 351.28	\$ 165.07	\$ 237.46	\$ 245.39	\$ 236.35	\$ 267.82	\$ 215.28
CCC 2020	CCC20	\$62.00	2050	\$ 5,925.71	\$ 7,526.16	\$ 7,652.30	\$ 4,539.44	\$ 11,028.49	\$ 10,949.82	\$ 8,410.07	\$ 8,941.50	\$ 5,734.82	\$ 6,733.88	\$ 6,916.61
Local Court Technology Fund	LMCTF	\$4.00	13 3850	\$ 386.32	\$ 489.57	\$ 493.69	\$ 292.87	\$ 711.50	\$ 706.45	\$ 542.58	\$ 580.91	\$ 373.96	\$ 434.44	\$ 446.22
Local Truancy Prevention Fund	LTPDF	\$5.00	10 2050	\$ 482.87	\$ 611.95	\$ 617.13	\$ 366.08	\$ 889.41	\$ 883.04	\$ 678.25	\$ 726.09	\$ 467.47	\$ 543.04	\$ 557.82
Local Building Security Fund	LMCBSF	\$4.90	13 3851	\$ 473.25	\$ 599.71	\$ 604.78	\$ 358.76	\$ 871.60	\$ 865.39	\$ 664.67	\$ 711.59	\$ 458.14	\$ 532.19	\$ 546.64
Total				\$ 25,659.77	\$ 30,924.15	\$ 34,895.85	\$ 23,146.19	\$ 60,875.33	\$ 48,872.47	\$ 41,863.72	\$ 36,531.90	\$ 25,820.89	\$ 26,938.36	\$ 34,298.09
State Revenue				\$ 9,082.92	\$ 11,003.21	\$ 12,898.66	\$ 6,913.61	\$ 18,518.90	\$ 16,688.04	\$ 12,063.68	\$ 12,789.14	\$ 8,943.11	\$ 9,41	- Page 159 -

City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24
Less Service Fee				\$ 167.05	\$ 176.11	\$ 294.01	\$ 128.44	\$ 423.52	\$ 315.95	\$ 198.38	\$ 198.81	\$ 173.07	\$ 137.41	\$ 245.68
Total State Revenue				\$ 8,915.87	\$ 10,827.10	\$ 12,604.65	\$ 6,785.17	\$ 18,095.38	\$ 16,372.09	\$ 11,865.30	\$ 12,590.33	\$ 8,770.04	\$ 9,273.59	\$ 11,064.85
Monthly Separate Report														
Child Safety Seat	CSS	\$0.15	2050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Separate Report														
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 70.50	\$ 155.30	\$ 50.95	\$ 151.35	\$ 478.00	\$ 151.35	\$ 50.45	\$ 117.82	\$ 336.24	\$ 50.45	\$ 151.35
City Revenue														
City Revenue				\$ 14,991.35	\$ 18,747.96	\$ 20,266.25	\$ 14,372.83	\$ 35,292.92	\$ 28,660.09	\$ 26,741.37	\$ 21,933.06	\$ 15,454.54	\$ 16,558.89	\$ 20,839.12
Collection Agency - Linebargar				\$ 1,407.00	\$ 927.68	\$ 1,543.07	\$ 1,588.40	\$ 6,131.31	\$ 3,102.99	\$ 2,756.22	\$ 1,589.88	\$ 997.00	\$ 894.02	\$ 1,799.09
FTA Program - Vendor				\$ 108.00	\$ 90.00	\$ 136.92	\$ 120.00	\$ 454.20	\$ 270.00	\$ 252.00	\$ 102.00	\$ 90.00	\$ 24.00	\$ 198.00
Grand Total				\$ 25,659.77	\$ 30,924.15	\$ 34,895.85	\$ 23,146.19	\$ 60,875.33	\$ 48,872.47	\$ 41,863.72	\$ 36,531.90	\$ 25,820.89	\$ 26,938.36	\$ 34,298.09
Traffic Non-Parking														
Traffic Non-Parking				134	224	110	146	335	224	191	204	113	111	267
Parking				1	1	0	0	0	0	0	1	1	0	0
Non-Traffic State Law				12	2	43	38	11	46	18	52	21	21	63
City Ordinance				18	16	23	11	18	13	28	10	1	5	37
Dispositions prior to Trial				14	14	9	9	27	19	15	15	8	9	7
Fined				14	14	9	9	17	18	15	15	8	9	7
Cases Dismissed				0	0	0	0	0	0	0	0	0	0	0
Dispositions dismissed by Prosecution				0	0	0	13	10	1	0	0	0	0	0
Dispositions at Trial				107	165	126	88	212	186	127	166	82	127	179
Finding of Guilty				101	114	121	75	183	162	120	151	50	123	121
Dismissed at Trial by Prosecution				6	51	5	13	29	24	7	15	32	4	58
Dismissed After Driver Safety Course				8	5	12	9	13	16	16	10	8	12	7
Dismissed After Deferred Disposition				7	4	5	6	1	4	4	5	5	3	4
Dismissed After Proof of Financial Responsibility				0	0	3	1	4	1	3	4	0	0	4
Dismissed Compliance				14	22	24	12	26	33	29	27	19	6	32
Cases Appealed				1	0	0	1	0	0	0	3	1	0	0
Juvenile/Minor Transportation Code Cases Filed				3	5	3	3	9	1	3	2	1	3	4
Juvenile/Alcoholic Beverage Code				1	1	0	0	0	0	3	0	0	3	0
Juvenile - Non-Traffic				2	0	0	0	0	0	0	1	0	0	0
Search Warrants				0	0	0	0	0	0	0	0	0	0	0
Arrest Warrants Issued - Class C				0	0	173	92	0	114	0	104	80	18	139
Arrest Warrants Issued - Felonies, Class A & B				7	24	16	6	6	3	6	15	7	11	6
Magistrate - Class A & B & C				0	0	0	0	15	18	0	0	0	0	1
Magistrate - Felonies				0	0	0	0	0	0	0	0	0	0	0
Magistrate - Orders for Emergency Protection				0	0	0	0	0	0	0	0	0	0	0

Memorandum

To: Joseph R. Pace
From: Chief Terry David Lynch
Date: 9/5/2024
Re: City Council Monthly Reports

Mr. Pace,

The attached report for the Wharton Police Department is for the month of August, for inclusion in the City Council packet.

Please contact me if you have any questions.

CONFIDENTIAL

WHARTON PD YR 2024														
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YR END TOTAL	AVERAGE PER DAY
CITATIONS	75	255	193	154	172	98	91	230					1,268	5.20
WARNINGS	171	528	341	249	363	242	206	377					2,477	10.15
CRASH REPORTS	35	16	30	19	23	21	13	23					180	0.74
CRIMINAL REPORTS	84	88	81	88	100	75	81	99					696	2.85
PATROL SECURITY CHECKS	1,170	2,015	1,257	1,358	1,657	1,369	1,156	705					10,687	43.80
POLICE CALLS FOR SERVICE	1,113	1,661	1,360	1,293	1,499	1,264	1,390	1,610					11,190	45.86
WEMS CALLS FOR SERVICE	251	237	244	267	252	230	246	309					2,036	8.34
WVFD CALLS FOR SERVICE	46	43	48	63	85	58	131	60					534	2.19
TOTAL CALLS FOR SERVICE-PD/FD/EMS	2,580	3,956	2,909	2,981	3,493	2,921	2,923	2,684					24,447	100.19
VICTIM ASSISTANCE CONTACTS	11	3	4	5	9	5	9	8					54	0.22
OPEN RECORDS REQUESTS	19	17	18	17	16	24	21	22					154	0.63
VISITOR LOG IN	37	21	18	21	16	20	36	15					184	0.75
911 CALL INTAKE	625	563	628	612	710	636	1,618	636					6,028	24.70
ANIMAL CONTROL CALLS	185	144	145	172			157	224					1,027	4.21
TAGGED JUNK VEHICLES	0	0	13	10	13	2	0	3					41	0.17

911 calls for August '24 were answered by WPD Telecommunicators under 10 seconds 93.08% of the time.



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 20, 2024
To: Joseph R. Pace, City Manager
From: Roderick Semien, Public Works Director
Subject: Public Works Monthly Report

The monthly report for the Public Works Department for August 20, 2023 through September 20, 2024 is as follows:

Streets

Maintenance all equipment; Completed inspections for equipment\vehicles due for the month
Mow and weed-eat all City right of ways
Street sweeper swept all City streets
Repair/Replace street and stop signs
Clean signs
Mowed at the Airport
Mowed Hwy 59 south and north
Mowed Santa Fe Ditch
Mowed Levee lots
Cleaned up around shop, gather recycling
Patching potholes through out town
Haul dirt from Levee
Dug out 1 inch of limestone and added cold laid and rolled in on Williams Way
Removed hump in road and filled in with cold laid in front of 214 Hughes
Repaired bad spot in road on Belle behind High School
Cleaned up shop, removed pallets, tires and trash, washed down wash rack
Scraped high side of dirt on Mockingbird to relieve water off the road
Demoed concrete paver and worked on gutter edge on Colorado

Drainage

Cleaned catch basins during heavy rain
Regrade ditch at 307 Franklin to improve drainage
Cleared storm drain and repaired curb in the 400 block of N. Houston St
Reshaped ditch and cleaned out culvert on Breezy Ln to improve drainage
Blew out culvert pipe at Nelson and FM 102 with Vac truck to improve drainage
Dug up cave in by storm drain at 712 Lily Ln, replaced with caney soil, no separation found

Facility Maintenance

Mowing and weedeating (Croom Park 1 & 2, Guadalupe Park, City Pool, Harris Park, Shooting Range, Santa Fe Trail, Mayfair ditch, Mockingbird Park, Pleasure Park, Dinosaur Park, Riverfront Park, Guffey Park, Park on Black St, Girls Softball Park, Little League Park, Park Ln Park, City Hall, Police Dept., Fire Dept. and at Welcome to Wharton signs)
Trimming trees throughout Parks
Weedeat Santa Fe Trail
Weedeat and blow off Train Depot
Equipment maintenance
Park cleanup (Pick up and take out trash, inspect and clean bathrooms and inspect park equipment)

Conduct routine maintenance at facilities
 Sprayed at Parks and Facilities
 Cleaned and organized shop and storage room
 Added bleach to pool to control algae bloom; cleaned pump filter
 Added bleach to Santa Fe trail fountain, killed wasp around fountain and pump house
 Sprayed for mosquitos

Water & Sewer

Water samples from Wells
 Water well readings (daily)
 Sewer lift station readings (daily)
 Read water meters for billing
 Turned water off for non payment
 Did reconnects for payments received
 Assisted with the follow up list
 Drain wet well at WWTP #2 for installation of new motor
 Main sewer line clogged on College - 102 area, dug up area on College to install City clean out, was able to unclog line
 Mowed water plants and lift stations
 Valhalla well inactive, reached out to Quiddity for assistance with high iron issue
 Flush fire hydrants
 Installed a 2 inch and 1 inch t-off water tap for 1620 N. Richmond Road
 Repaired water leak at the end of Ford St
 Organizing supplies at Cloud water plant for inventory
 Repair water leak at Walnut and Emily
 Drop off crane from Jason's truck to trailer place to have repaired
 Cut and plugged water line at the end of Ford St for Granite – Levee Project
 Cut and replaced section of sewer line the customer dug up and hit at 809 N. Fulton
 Repair water leak on Greenbriar
 Repaired driveway for moving water line at 503 Frankie
 Repaired water leak on ML King Blvd at Branch
 Repaired leak at meter at 1412 Quail Hollow

If you have any questions, please contact me at 979-532-2491 Ext. 800. Thank you.



City of Wharton

Item-20.

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

MEMORANDUM

Date: September 18, 2024
From: Lynette Masek, Customer Service Clerk
To: Mr. Joseph R. Pace, City Manager

Subject: AUGUST 2024 Monthly Water / Sewer Report

SEWER TREATED

Plant # 1 (S. East Ave.)	.674	Million Gallons per Day Capacity 1.5 MGD
Plant # 2 (Highway 59)	.241	Million Gallons per Day Capacity 0.5 MGD

DRINKING WATER PUMPED

Well # 1 (Alabama Road)	10.292	Million Gallons
Well # 2 (Cloud Street)	18.445	Million Gallons
Well # 3 (Alabama Road)	77.502	Million Gallons
Well # 4 (Valhalla Street)	0	Million Gallons
Well #5 (Halford Rd)	4.247	

Re-Read & Check for Leak	38
Miscellaneous	20
Turn off for no deposit	0
OCC Chg-Read & Leave on	15
Turn off service	32
Turn on service	21
Reconnection	62
Check sewer backup	6
Water leak	1
Locate Lines	1
Meter Maintenance	1
Turn off for repairs	5
Check for leak @ meter	11
New Meter	6
Take off vacation	2
Put on vacation	0
Water/sewer taps	0
Pull Meter	0
Get reading - curr billing	14
Check for water pressure	3
Public Work Service Requests	8
Meter Information	0
Read Check after Billing	0

GRAND TOTALS 247



City of Wharton

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

MEMORANDUM

DATE: September 3, 2024

FROM: Nathan Vogt, Code Enforcement Officer

TO: Joseph Pace, City Manager
City of Wharton Council Members

SUBJECT: Weedy Lot Report for the month of August 2024

During this month, I mailed out **59** weedy lot letters. **23** properties were memorandum to be mowed. **184** properties were addressed during this time period.

If you should have any questions, please contact me at (979) 532-4811 ext. 235. Thank You.



City of Wharton

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

MEMORANDUM

Date: September 05, 2024

From: Dwayne Pospisil, Airport Manager

To: Joseph R Pace, City Manager

Subject: Wharton Regional Airport Fuel Report / Fuel Inventory August 2024.

	100LL B	100LL T	JetA B	JetA T	Total
1	69.18	50.86			120.04
2		30			30
3	3.57	26.22			29.79
4	38.12	44.06		119.47	201.65
5	29.75	31.14			60.89
6					0
7		75.67			75.67
8			185		185
9	8.41				8.41
10			104		104
11					0
12		31.5	300		331.5
13	65.1		300		365.1
14			250		250
15	30	145.7	250		425.7
16			400	74.7	474.7
17					0
18					0
19	16.53	30	250		296.53
20	64.93		300		364.93
21		140.25	838		978.25
22			350		350
23	80.47				80.47
24	51.17		475		526.17
25					0
26	14.84				14.84
27	24.67				24.67

28	40.45	124.22		43.25	207.92
29	9.15				9.15
30	12.79				12.79
31					0
Total	559.13	729.62	4002	237.42	5528.17

100LL-4,067G

Jet A-9,097G

Truck usage-3,085G