



**CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING**

**Monday, July 10, 2023  
7:00 PM**

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

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

Notice is hereby given that a City Council Regular Meeting will be held on Monday, July 10, 2023, 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 6th day of July 2023.

By:   
Tim Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Regular Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on July 6, 2023, 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 6th day of July 2023.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**City Council Regular Meeting**  
**Monday, July 10, 2023**  
**City Hall - 7:00 PM**

**Call to Order –Opening Devotion –Pledge of Allegiance.**

**Roll Call and Excused Absences.**

**Public Comments.**

**Wharton Moment.**

**Review and Consider:**

1. Reading of the minutes from the regular meetings held June 12, 2023, and June 26, 2023, and the special meeting held June 19, 2023.
2. Request by Ms. Alice Heard-Roberts of 1400 North Fulton Street for the City to cap and remove the irrigation system placed in the City Right-of-Way (ROW).
3. Resolution: A resolution of the Wharton City Council approving a Mutual Aid Agreement between the Wharton Police Department and the Houston Police Department for interdiction for human smuggling and narcotic contraband along the I-69 and I-10 corridors and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement.
4. City Council Boards, Commissions, and Committee Reports:
  - A. Finance Committee meeting held June 26, 2023.
5. Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees:
  - A. Resignations.
  - B. Appointments.
  - C. Vacancies.

**Adjournment.**

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/10/2023	Agenda Item:	Reading of the minutes from the regular meetings held June 12, 2023, and June 26, 2023, and the special meeting held June 19, 2023.
<p>Attached you will find the draft minutes from the regular meetings held June 12, 2023, and June 26, 2023, and the special meeting held June 19, 2023.</p>			
City Manager: Joseph R. Pace		Date: Thursday, July 6, 2023	
Approval: 			
Mayor: Tim Barker			

**MINUTES  
OF  
CITY OF WHARTON  
CITY COUNCIL MEETING  
JUNE 12, 2023**

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

Councilmembers present were: Mayor, Tim Barker, and Councilmembers, Terry Freese; Burnell Neal; Russell Machann; Don Mueller, Larry Pittman, and Steve Schneider.

Councilmember absent was: None.

Staff members present were: City Attorney, Paul Webb; City Manager, Joseph R. Pace; Finance Director, Joan Anandel; Assistant City Manager, Paula Favors, TRMC, CPM, MMC; Director of Planning and Development, Gwyn Teves; Lt. Lance Bothell, and Police Chief, Terry David Lynch;

Visitors present were: Walter Garrett and Wharton Economic Development Corporation Executive Director, Josh Owens.

**Roll Call and Excused Absences.**

All Councilmembers were present.

**Public Comments.**

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

**Wharton Moment.**

Councilmember, Russell Machann, congratulated Sgt. Stephen Jimenez on his graduation from the FBI Academy in Quantico, VA on June 8<sup>th</sup>, 2023. Police Chief, Terry David Lynch, stated Jimenez was the third person to graduate from the FBI Academy from Wharton Police Department.

**Review and Consider:**

The first item on the agenda was to review and consider the reading of the minutes from the regular meetings held May 8, 2023, and May 22, 2023, and the special meeting held May 15, 2023. After some discussion, Councilmember, Terry Freese, moved to approve the reading of the minutes from the regular meetings held May 8, 2023, and May 22, 2023, and the special meeting held May 15, 2023. Councilmember, Russell Machann, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider a resolution of the Wharton City Council accepting donations for the Police Academy Sponsorship and authorizing the Mayor of the City of Wharton to execute all documents related to said donations. Chief of Police, Terry

David Lynch, stated the Wharton Police Department had initiated a program where the department sponsors a cadet through the Police Academy, namely Wharton County Junior College Law Enforcement Academy. Chief Lynch said that three local donors, wishing to remain anonymous, generously donated tuition, books, and uniforms to cover the sponsorship costs. He said the City Staff was requesting that the City Council approve the acceptance of said donation in the amount of \$4,800.00 (\$1,600.00 x3) for sponsorship purposes. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2023-49, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2023-49**

**A RESOLUTION OF THE WHARTON CITY COUNCIL ACCEPTING DONATIONS FOR THE POLICE ACADEMY SPONSORSHIP AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID DONATIONS.**

**WHEREAS,** The Wharton Police Department has initiated a program where the department sponsors a cadet through the Wharton County Junior College Law Enforcement Academy; and,

**WHEREAS,** The City of Wharton City Council wishes to accept donations for the sponsorship of cadets for the Wharton County Junior College Law Enforcement Academy in the amount of \$4,800.00 (\$1,600.00 x3); and,

**WHEREAS,** The said donations will cover the costs of tuition, books, and uniforms; and,

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

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

**SECTION I.** The Wharton City Council hereby accepts the donations for the Police Academy Sponsorship in the amount of \$4,800.00.

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

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

**PASSED, APPROVED, and ADOPTED** this 12<sup>th</sup> day of June 2023.

**CITY OF WHARTON, TEXAS**

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

**TIM BARKER**  
Mayor

**ATTEST:**

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**PAULA FAVORS**  
City Secretary

Councilmember, Terry Freese, seconded the motion. All voted in favor. Councilmember, Larry Pittman, abstained from voting.

The third item on the agenda was to review and consider a resolution of the Wharton City Council approving a Memorandum of Understanding between the City of Wharton and the Wharton Independent School District regarding a drainage study for the Eddie Joseph Memorial Stadium Detention Pond and authorizing the Mayor of the City of Wharton to execute all documents related to said Memorandum of Understanding. Director of Planning & Development, Gwyn Teves, stated that after receiving complaints of drainage concerns on Stadium Drive, Mr. Pace and the City Staff met with the WISD Superintendent and Staff to discuss the possibility of the City performing a drainage study of the area and the existing detention pond that was constructed for the Eddie Joseph Memorial Stadium. Mrs. Teves said the Memorandum of Understanding intended to establish an agreement to collaborate on a drainage study for the Eddie Joseph Memorial Stadium Detention Pond, 1 Stadium Drive, Wharton, TX 77488. She said the drainage study would identify the current drainage infrastructure, evaluate the drainage system's capacity, and propose recommendations to address existing regional drainage problems. Mrs. Teves stated the Memorandum had been reviewed by the City Attorney and Dr. O'Guin, WISD Superintendent, had also approved the agreement and returned it with his signature. After some discussion, Councilmember, Terry Freese, moved to approve Resolution No. 2023-50, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2023-50**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WHARTON AND THE WHARTON INDEPENDENT SCHOOL DISTRICT REGARDING A DRAINAGE STUDY FOR THE EDDIE JOSEPH MEMORIAL STADIUM DETENTION POND AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID MEMORANDUM OF UNDERSTANDING.**

**WHEREAS,** The City of Wharton City Council wishes to approve a Memorandum of Understanding with the Wharton Independent School District regarding collaboration on a drainage study for the Eddie Joseph Memorial Stadium Detention Pond, 1 Stadium Dr., Wharton, TX 77488; and,

**WHEREAS,** The drainage study will identify the current drainage infrastructure, evaluate the capacity of the drainage system, and propose recommendations to address existing regional drainage problems; and,

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

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

**SECTION I.** The Wharton City Council hereby approves the Memorandum of Understanding with the Wharton Independent School District regarding collaboration on a drainage study for the Eddie Joseph Memorial Stadium Detention Pond, 1 Stadium Dr., Wharton, TX 77488.

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

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

**PASSED, APPROVED, and ADOPTED** this 12<sup>th</sup> day of June 2023.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The fourth item on the agenda was to review and consider an ordinance abandoning and releasing a Temporary Construction Easement on a 0.231-acre tract of land, situated in the Randall Jones ½ League, Abstract No. 36, City of Wharton, Wharton County, Texas. Director of Planning & Development, Gwyn Teves, stated that to perform the repair of the Santa Fe Outfall, the City acquired a temporary construction easement and drainage easement on the adjoining properties. Mrs. Teves said that Mr. Randall Maynard had requested that the TCE be released from his property since the construction was completed in October 2022. She said the City Staff recommended that the Council approve the release of the TCE. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Ordinance No. 2023-07, which read as follows:

**CITY OF WHARTON**

**ORDINANCE NO. 2023-07**

**AN ORDINANCE ABANDONING AND RELEASING A TEMPORARY CONSTRUCTION EASEMENT ON A 0.231 AC. TRACT OF LAND, SITUATED IN THE RANDALL JONES ½ LEAGUE, ABSTRACT NO. 36, CITY OF WHARTON, WHARTON COUNTY, TEXAS.**

**WHEREAS** A temporary construction easement has been designated for drainage facility construction purposes on a 0.231-acre tract of land, situated in the Randall Jones League, Abstract No. 36, as shown on the survey attached hereto, marked Exhibit A, and incorporated herein; and,

**WHEREAS,** The owner has requested the City of Wharton, Texas to abandon the above-described easement; and,

**WHEREAS,** The above-described easement is no longer needed for construction; and,

**WHEREAS,** It appears to the Mayor and City Council of Wharton, Texas that it is desirable and proper to close, abandon, and release the above-described easement.

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

**Section I.** The City of Wharton closes, abandons, and releases the above-described temporary construction easement.

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

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

**PASSED, APPROVED, and ADOPTED** by the City Council of the City of Wharton, Texas, on the 12<sup>th</sup> day of June 2023.

**CITY OF WHARTON, TEXAS**

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

**TIM BARKER**

Mayor

**ATTEST:**

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

City Secretary

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

The fifth item on the agenda was to review and consider a resolution of the Wharton City Council adopting the City of Wharton Waiver Valuation Policy for Involuntary Acquisitions and setting an effective date. Director of Planning & Development, Gwyn Teves, stated that as a requirement for General Land Office (GLO) grants that require involuntary acquisitions of property, the City of Wharton was required to adopt a policy showing that it would follow the 2022 GLO CDBG Implementation Manual Chapter 8 Acquisition & Relocation steps, as well as the HUD guidance for acquisition regarding waiver valuations. After some discussion, Councilmember, Terry Freese, moved to approve the City of Wharton Resolution No. 2023-51, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2023-51**

**A RESOLUTION OF THE WHARTON CITY COUNCIL ADOPTING THE CITY OF WHARTON WAIVER VALUATION POLICY FOR INVOLUNTARY ACQUISITIONS AND SETTING AN EFFECTIVE DATE.**

**WHEREAS,** The General Land Office (GLO), requires the City Council to review and adopt, by resolution, the City of Wharton Waiver Valuation Policy for Involuntary Acquisitions for the current GLO Grants being administered by the City of Wharton; and,

**WHEREAS,** The attached City of Wharton Waiver Valuation Policy complies with the 2022 GLO CDBG Implementation Manual Chapter 8 Acquisition & Relocation steps, as well as the HUD guidance for acquisition regarding waiver valuations.

**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 2022 GLO CDBG Implementation Manual Chapter 8 Acquisition & Relocation steps, as well as the HUD guidance for acquisition regarding waiver valuations and the City of Wharton Waiver Valuation Policy for involuntary acquisitions attached hereto as “Exhibit A” is hereby adopted.

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

**Passed, Approved, and Adopted this 12<sup>th</sup> day of June 2023.**

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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**PAULA FAVORS**

City Secretary

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

The sixth item on the agenda was to review and consider Pay Request No. 2 from Insituform Technologies, LLC., for the S. East Ave. Sanitary Sewer Repairs Contract 7220499. Director of Planning & Development, Gwyn Teves, presented a copy of Pay Request No. 2 from Insituform Technologies for the S. East Ave. Sanitary Sewer Repairs Contract 7220499 in the amount of \$14,265.00. After some discussion, Councilmember, Terry Freese, approved Pay Request No. 2 from Insituform Technologies for the S. East Ave. Sanitary Sewer Repairs Contract 7220499 in the amount of \$14,265.00. Councilmember, Don Mueller, seconded the motion. All voted in favor.

The seventh item on the agenda was to review and consider the Wharton Economic Development Corporation Fiscal Year 2023-2024 Annual Budget. Mr. Josh Owens, Executive Director of the Wharton Economic Development Corporation, presented a copy of the Wharton Economic Development Corporation Fiscal Year 2023-2024 Annual Budget. Mr. Owens stated there was a correction and presented a supplemental communication with changes to the proposed budget. After some discussion, Councilmember, Russell Machann, moved to approve the Wharton Economic Development Corporation Fiscal Year 2023-2024 Annual Budget with corrections as presented. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The eighth item on the agenda was to review and consider appointments, resignations, and vacancies to the City of Wharton Boards, Commissions, and Committees:

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

After some discussion, Councilmember, Russell Machann, moved to appoint the following:

- A. Appointments.

Wharton Economic Development Corporation Board of Directors.

Term Expiring:

Larry Pittman

September 30, 2024

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

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

- A. Finance Committee meeting held May 22, 2023.

After some discussion, no action was taken.

**Executive Session**

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

Discussion:

- A. City Managers Evaluation.

Mayor, Tim Barker, moved the meeting into Closed Session at 7:19 p.m.

**Return to Open Session**

- 1. Action on items discussed in Executive Session:

- A. City Managers Evaluation.

Mayor, Tim Barker, returned the meeting to Open Session at 7:45 p.m.

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

The meeting adjourned at 7:45 p.m.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

DRAFT

**MINUTES  
OF  
CITY OF WHARTON  
CITY COUNCIL REGULAR MEETING  
JUNE 26, 2023**

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

Councilmembers present were: Mayor, Tim Barker, and Councilmembers, Terry Freese; Burnell Neal; Russell Machann; Don Mueller, and Steve Schneider.

Councilmember absent was: Larry Pittman.

Staff members present were: City Manager, Joseph R. Pace; Assistant City Manager, Paula Favors; Finance Director, Joan Anandel; Director of Planning and Development, Gwyn Teves, CPM; Assistant to the City Manager, Brandi Jimenez; Police Chief, Terry David Lynch and Patrol Lieutenant, Lance Bothell.

Visitors present were: Walter Garrett, Mindi Snyder, Client Services with Ardurra; Lata Krishnardo, Project Manager with Ardurra; Holly Koenig; Tyler Koenig; Zacharian Simpson; Mayra Thomason; Matthew Williams; Harold Franklin; Daniel Webster; Larsen Thompson; Devin Konvicka; Jackson Burditt; Samantha Franklin; Susan Franklin; Daniel Webster; Jim Smith and Al Dube with the Wharton Journal Spectator.

**Roll Call and Excused Absences.**

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

**Public Comments.**

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

**Wharton Moment.**

Finance Director, Joan Anandel, stated the Boy Scouts Troop #326 was in attendance to complete qualifications for two merit badges.

**Review and Consider:**

The first item on the agenda was to review and consider the City of Wharton Financial Report for May 2023. City of Wharton Finance Director, Joan Anandel, presented the City of Wharton Financial Report for May 2023. After some discussion, Councilmember, Don Mueller, moved to

approve the City of Wharton Financial Report for May 2023. Councilmember, Russell Machann, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider a request by Ms. Alice Heard-Roberts of 1400 North Fulton Street for the City to cap and remove the irrigation system placed in the City Right-of-Way (ROW). City Secretary, Paula Favors, stated the item would be brought back at a later meeting.

The third item on the agenda was to review and consider a presentation from Ardurra on the Downtown Master Plan. Mrs. Mindi Snyder, Client Services with Ardurra, presented a presentation on the Downtown Master Plan. After some discussion, no action was taken.

The fourth item on the agenda was to review and consider a resolution of the Wharton City Council approving the Interlocal Agreement with the Texas Health Benefits Pool for medical, long-term disability, life, accidental death & dismemberment, flexible spending account, health reimbursement account, and voluntary vision plans for city employees for October 1, 2023, to September 30, 2024, Fiscal Year; and Sun Life Financial for voluntary dental coverage for City employees; authorizing the Mayor of the City of Wharton to execute all documents relating to said contracts. City Secretary, Paula Favors, presented a memorandum regarding the City of Wharton's Texas Health Benefits Pool re-rate options for the 2023-2024 year. Mrs. Favors stated the recommendation from the City Staff was to consider TML Health Benefits Pool for the employee's health insurance plan and contribute the previous year's amount of \$1,250.00 to a Health Reimbursement Agreement (HRA) to offset the deductible or other medical expenses. She said the City Staff was requesting to continue with the voluntary vision coverage and that there were no changes in the rates for the Voluntary Sun Life Financial Dental Coverage. Mrs. Favors stated the City Council Finance Committee met on June 26, 2023, and were recommending the City Council consider approving to remain with the current plan and contribute to the HRA account of every full-time employee pending further budgetary review. After some discussion, Councilmember, Russell Machann, moved to approve the City of Wharton Resolution No. 2023-52, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2023-52**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE INTERLOCAL AGREEMENT WITH THE TEXAS HEALTH BENEFITS POOL FOR MEDICAL, LONG-TERM DISABILITY, LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, FLEXIBLE SPENDING ACCOUNT, HEALTH REIMBURSEMENT ACCOUNT, AND VOLUNTARY VISION PLANS FOR CITY EMPLOYEES FOR OCTOBER 1, 2023, TO SEPTEMBER 30, 2024, FISCAL YEAR; AND SUN LIFE FINANCIAL FOR VOLUNTARY DENTAL COVERAGE FOR CITY EMPLOYEES; AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACTS.**

**WHEREAS,** The City of Wharton received the renewal rate for medical, long-term disability, life, accidental death & dismemberment for city employees, voluntary vision and Sun Life Financial for voluntary dental coverage for City employees; and,

**WHEREAS,** The City of Wharton medical plan with Texas Health Benefits Pool would be renewed with a 21% increase and Sun Life Financial would remain unchanged; and,

**WHEREAS,** The City of Wharton would provide to each full-time employee a \$1,250 yearly contribution to the employee health reimbursement account (HRA) administered by the Texas Health Benefits Pool; and,

**WHEREAS,** The Mayor of the City of Wharton has executed on behalf of the City said agreement.

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

**Section I.** That the Wharton City Council hereby approves the interlocal agreement with the Texas Health Benefits Pool for medical, long-term disability, life, and accidental death & dismemberment coverage, voluntary vision, and Sun Life Financial for voluntary dental coverage for City employees signed by the Mayor.

**Section II.** That Wharton City Council hereby approves providing to each full-time employee a \$1,250 yearly contribution to the employee health reimbursement account (HRA) administered by the Texas Health Benefits Pool.

**Section III.** That the Mayor of the City of Wharton's execution of all documents relating to the aforementioned agreements is hereby approved.

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

**Passed, Approved, and Adopted** this 26th day of June 2023.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

The fifth item on the agenda was to review and consider a resolution of the Wharton City Council approving an Interlocal Agreement with the Texas Municipal League-Intergovernmental Risk Pool (TML-IRP) for property & casualty and worker's compensation coverage for the City of Wharton; authorizing the Mayor of the City of Wharton to execute all documents relating to said contract. City Secretary, Paula Favors, presented a copy of the memorandum dated June 21, 2023, from her regarding the Interlocal Agreement with the Texas Municipal League-Intergovernmental Risk Pool (TML-IRP) for Property & Causality and Worker's Compensation coverage for the City of Wharton. She stated that the amount for coverage for 2023-2024 is \$450,563 and the City Council Finance Committee met and were recommending the City Council consider approving the request. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2023-53, which read as follows:

**CITY OF WHARTON  
RESOLUTION NO. 2023-53**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH THE TEXAS MUNICIPAL LEAGUE-INTERGOVERNMENTAL RISK POOL (TML-IRP) FOR PROPERTY & CASUALTY AND WORKER'S COMPENSATION COVERAGE FOR THE CITY OF WHARTON; AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID CONTRACT.**

**WHEREAS,** The City of Wharton received the renewal rate for property and casualty and workers' compensation coverage; and,

**WHEREAS,** The Wharton City Council wishes to enter into an interlocal agreement with the Texas Municipal League-Intergovernmental Risk Pool (TML-IRP) for property & casualty and workers' compensation coverage for the City of Wharton; and,

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

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

**Section I.** That the Wharton City Council hereby approves an interlocal agreement with the Texas Municipal League-Intergovernmental Risk Pool (TML-IRP) for Property & Casualty Coverage and Worker's Compensation Coverage for the City of Wharton for fiscal year October 1, 2023, to September 30, 2024.

**Section II.** That the Mayor of the City of Wharton is hereby authorized to sign any documents relating to the aforementioned contracts.

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

**Passed, Approved, and Adopted** this 26th day of June 2023.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

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

The seventh item on the agenda was to review and consider appointments, resignations, and vacancies to the City of Wharton Boards, Commissions, and Committees:

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

After some discussion, Councilmember, Terry Freese, moved to accept the following:

**A. Wharton Regional Airport Board:**

- 1. Jimmy Gardner
- 2. Randy Rodriguez
- 3. Bill Kingrey

**Term Ending:**

June 30, 2025  
June 30, 2025  
June 30, 2025

**B. Beautification Commission:**

- 1. Barbie Fortenberry
- 2. Adraylle Watson
- 3. Debbie Folks
- 4. Sheryl Joost

June 30, 2025  
June 30, 2025  
June 30, 2025  
June 30, 2025

**C. Building Standards Commission:**

- 1. Leonard Morales
- 2. Paul Shannon

June 30, 2025  
June 30, 2025

D. Mayor's Committee on People with Disabilities:

- 1. Adraylle Watson June 30, 2025
- 2. Cheryl Lavergne June 30, 2025

E. Municipal Court Judge:

- 1. Jared Cullar June 30, 2025

F. Planning Commission:

- 1. Johnnie Gonzales June 30, 2025
- 2. Rob Kolacny June 30, 2025
- 3. Michael Quinn June 30, 2025

Resignations: Ms. Marilyn Sebesta from the Beautification Commission.

Councilmember, Steve Schneider, seconded the motion. All voted in favor. Councilmember, Terry Freese, moved to approve all City Council Committee Boards to remain the same through June 30, 2024. Councilmember, Russell Machann, seconded the motion. All voted in favor.

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

- A. Wharton Economic Development Corporation Board of Directors Selection Committee meeting held June 12, 2023.

After some discussion, no action was taken.

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

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

After some discussion, no action was taken.

Councilmember, Burnell Neal, asked the Boy Scout Troop 326, which was in attendance, to introduce themselves.

**Executive Session**

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

Discussion:

- A. City Managers Evaluation.

Mayor, Tim Barker, moved the meeting into Closed Session at 7:31 p.m.

**Return to Open Session**

1. Action on items discussed in Executive Session:

- A. City Managers Evaluation.

Mayor, Tim Barker, returned the meeting to Open Session at 8:26 p.m. Councilmember, Burnell Neal, moved to approve an additional four days of vacation for City Manager, Joseph R. Pace. Councilmember, Russell Machann, seconded the motion. Councilmember, Terry Freese, voted against the motion. Mayor, Tim Barker, Councilmembers, Burnell Neal; Steve Schneider; Don Mueller, and Russell Machann voted for the motion. The motion carried.

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

The meeting adjourned at 8:27 p.m.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

**MINUTES  
OF  
CITY OF WHARTON  
SPECIAL CITY COUNCIL MEETING  
JUNE 19, 2023**

Mayor, Tim Barker, declared a Special Meeting duly open for the transaction of business at 6:00 P.M. Councilmember, Russell Machann, led the prayer, and Mayor, Tim Barker, led the pledge of allegiance.

Councilmembers present were: Mayor, Tim Barker and Councilmembers, Terry Freese; Burnell Neal; Larry Pittman; Russell Machann; Don Mueller; and Steven Schneider.

Councilmember absent was: None.

Staff members present were: City Manager, Joseph R. Pace; Finance Director, Joan Anandel; Assistant to City Manager, Brandi Jimenez; Assistant to Finance Director; London Davis; Assistant City Manager, Paula Favors; Assistant to the Building Official, Shaniah Fisher; Airport Attendant, Dwayne Pospisil; Fire Administrator, Anthony Abbott; Fire Chief, Hector Hernandez; Accounts Payable Clerk, Theresa Wittig, Emergency Management Coordinator, Ben Guanajuato; Civic Center Manager, Makyla Monroe; Police Chief, Terry David Lynch; EMS Director, Christy Gonzales; Public Works Director, Anthony Arcidiacono and Director of Planning and Development, Gwyn Teves.

Visitors present were: Ron Sanders, Executive Director Wharton Chamber of Commerce, Green For Life (GFL) Government Contract Manager, David Selesky; GFL Operations Supervisor II, Chad Lemons and GFL Operations Manager, Xavier Solache.

**Roll Call and Excused Absences.** All Councilmembers were present.

**Public Comments.** No comments were given.

The first item on the agenda Budget Workshop: City of Wharton 2023-2024 Fiscal Year Budget:

A. Solid Waste Fund-GFL Presentation.

Green For Life (GFL) Government Contract Manager, David Selesky presented GFL's plans for the City of Wharton's future of garbage collection which included automated collection with them purchasing 3,000 new carts and six new garbage trucks.

Councilmember, Don Mueller, arrived at 6:06 p.m.

Assistant to Finance Director; London Davis, stated each Department Head would present their requests for the City of Wharton 2023-2024 fiscal year budget. The presentations were as follows:

City of Wharton  
 City Council Budget Meeting  
 June 19, 2023

- B. Five-year Vehicle & Equipment Capital Needs:
1. Ben Guanajuato– Emergency Management.
  2. Dwayne Pospisil – Airport Department.
  3. Anthony Abbott/Hector Hernandez – Fire Department.
  4. Shaniah Fisher – Code Enforcement Department.
  5. Makyla Monroe – Civic Center.
  6. Christy Gonzales- EMS.
  7. Terry David Lynch – Police, Animal Control, Communications Departments.
  8. Paula Favors – City Secretary.
  9. Paula Favors – Municipal Court.
  10. Joan Andel – Finance.
  11. Gwyn Teves – Community Development.

Councilmember, Don Mueller, left the meeting at 6:47 p.m.

- C. Five-Year Capital Infrastructure Improvement Program:
1. Transportation Systems. - Anthony Arcidiacono – Public Works.
    - A. Streets.
    - B. Major Thoroughfares.
    - C. Sidewalks.
  2. Drainage System.
  3. Flood Reduction Project-Levee.
  4. Water and Sewer Utility System.
  5. Garbage.
  6. Parks & Facilities Department.
- D. General Fund.  
 E. PEG Fund.  
 F. Hotel Motel Fund.  
 G. Narcotics Seizure Fund.  
 H. Debt Fund.  
 I. Capital Improvement Fund.  
 J. Water & Sewer Fund.  
 K. Emergency Medical Services Fund.  
 L. Civic Center Fund.  
 M. Airport Fund.

Finance Director, Joan Andel, and City Manager, Joseph R Pace, presented information regarding the proposed 2023-2024 fiscal year budget. Each Department Head presented the five-year capital needs of their departments. After some discussion, no action was taken.

### **Adjournment.**

The meeting adjourned at 8:25 p.m.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

DRAFT

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/10/2023	Agenda Item:	Request by Ms. Alice Heard-Roberts of 1400 North Fulton Street for the City to cap and remove the irrigation system placed in the City Right-of-Way (ROW).
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The City was approved for funding for the 2019 Transportation Alternatives (TA) in April of 2021. Notices to residents went out in April of 2022 notifying them of the project with a project map. Mrs. Heard-Roberts was also contacted in person on multiple occasions about the project prior to May of 2022 in an attempt to identify the conflicts with her property’s irrigation system by City Staff.

Due to the start of construction in late March of 2023 with no resolution to the irrigation system in the ROW, the City Staff again attempted to contact Mrs. Heard-Roberts via email with no response. The construction has been moving timely and, in an effort, to make one last attempt to contact the property owners, a certified letter was sent on June 6, 2023.

Mrs. Heard-Roberts is advising that she is not prepared to have the irrigation system removed from the ROW in time for the construction to be completed and is asking that the City be responsible for capping the system and removing it from the ROW at our costs due to the unplanned repairs.

Attached is the mailing that went out in April of 2022, an email that was sent on March 31, 2023, a certified letter mailed on June 6, 2023, and the request from Mrs. Heard-Roberts.

Also attached is the City of Wharton Ordinance on ROW use.

It is the City Staff’s recommendation that the City Council does not approve the request for the removal at the City’s expense.

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

City Manager: Joseph R. Pace	Date: Thursday, July 6, 2023
Approval: 	
Mayor: Tim Barker	



# City of Wharton

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

## MEMORANDUM

**DATE:** June 20, 2023

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

**TO:** Honorable Mayor and City Council

**SUBJECT:** Request by Alice Heard-Roberts of 1400 N. Fulton for the City to cap and remove irrigation system placed in the City Right-of-Way (ROW)

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The City was approved for funding for the 2019 Transportation Alternatives (TA) in April 2021. Notices to residents went out in April 2022 notifying them of the project with a project map. Mrs. Heard-Roberts was also contacted in person on multiple occasions about the project prior to May of 2022 in an attempt to identify the conflicts with her property's irrigation system through both myself and our Public Works Department.

Due to the start of construction in late March 2023 with no resolution to the irrigation system in the ROW, I again attempted to contact Mrs. Heard-Roberts via email with no response. The construction has been moving timely and, in an effort, to make one last attempt to contact the property owners, a certified letter was sent on June 6, 2023.

Mrs. Heard-Roberts is advising that she is not prepared to have the irrigation system removed from the ROW in time for the construction to be completed and is asking that the City be responsible for capping the system and removing it from the ROW at our costs due to the unplanned repairs.

Attached is the mailing that went out in April 2022, an email that was sent on March 31, 2023, a certified letter mailed on June 6, 2023 and the request from Mrs. Heard-Roberts. Also attached is the City of Wharton Ordinance on ROW use.

It is my recommendation at this time, that the City Council does not approve the request for the removal at the City's expense.

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

**From:** [Alice Heard](#)  
**To:** [Brandi Jimenez](#); [Gwyn Tevas](#)  
**Subject:** Sprinkler system at 1400 N. Fulton  
**Date:** Tuesday, June 20, 2023 12:55:24 PM

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Greetings,

I received a letter last week from the city of Wharton in regards to the sprinkler system at my home 1400 N. Fulton St. We purchased this home in 2020 with the system already installed. I have reached out to the known plumber from Texas Irrigation who serviced this set up in 1999 and 2014. He is not exactly sure who installed the sprinkler system. He did state they serviced the system on more than one occasion. This information can be verified through pulled permits with the city. His knowledge is that the system was put in before permits were required by a plumber named Nolan Polanski (license number #1373) formerly of Columbus, Texas. He was grandfathered in and has since passed away. At this time, **I am not prepared to have this work completed.** I do not object to the city digging and capping these lines off in order to move forward with the "Safe walk to school" grant project. If agreed, once capped, I would like to ensure there are no leaks as well. I purchased this home, not anticipating any unplanned repairs. Your cooperation in this matter would be greatly appreciated. I look forward to hearing from the council.

Thank You,  
Alice Heard-Roberts

[Sent from Yahoo Mail for iPhone](#)



## City of Wharton

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

June 6, 2023

Mr. Darren Roberts & Mrs. Alice Heard  
1400 N. Fulton St.  
Wharton, Texas 77488

Re: City of Wharton Sidewalk Project on Fulton St.

Mr. Roberts & Mrs. Heard,

The City of Wharton was approved for a sidewalk grant to complete sidewalks on Fulton St. and Lazy Ln. The sidewalks will be in the City Right-of-Way (ROW) in front of and along the side of your property. It has been brought to our attention that your property has an irrigation system that currently encroaches that ROW on the corner of Fulton St. and Lazy Ln.

To eliminate any conflicts with the construction and so that no damage occurs to the irrigation system we request that you consult with a licensed plumber or irrigation contractor to relocate or terminate the portion of the system in the ROW. Construction is ongoing and the portion of the system your property is in is estimated to begin late June-early July.

I have enclosed a copy of the current contractors list for your convenience.

Please feel free to contact me if you should have any additional questions at 979-532-2491 ext. 238 or [gteves@cityofwharton.com](mailto:gteves@cityofwharton.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Gwyneth Teves", is written over a light blue horizontal line.

Gwyneth Teves, CPM, CFM  
Director of Planning & Development

**From:** [gteves@cityofwharton.com](mailto:gteves@cityofwharton.com)  
**To:** [REDACTED]  
**Cc:** "Anthony Arcidiacono"  
**Subject:** Sidewalk Project Progress  
**Date:** Friday, March 31, 2023 10:35:00 AM  
**Attachments:** [image001.png](#)

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Mrs. Heard-Roberts,

The Transportation Alternatives Sidewalk Project started construction last week on Ahldag Ave. and will be working back towards Fulton St. We anticipate them being on Fulton St. in the next 30-45 days. I wanted to reach out to you and set up a time to meet with you to discuss your irrigation system that is currently in the Right-of-Way and will be in conflict with the construction. We need to verify if you have a separate meter to the irrigation system and if use has been discontinued so that we are not damaging the system when construction gets to your property. If the system is still active and in use, it is recommended to have a plumber/irrigation company tie off or relocate the portion of the system that is in the Right-of Way. Please let me know if you have any questions and if you would be available to meet.

*Gwyneth Teves, CPM, CFM*  
Director of Planning & Development



**City of Wharton**  
120 E. Caney Street, Wharton, TX, 77488  
[www.cityofwharton.com](http://www.cityofwharton.com)  
Phone: 979-532-2491 x 238  
Fax: 979-532-0181

**ATTENTION OFFICIALS!**

A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, please reply only to the sender.



## City of Wharton

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

4/28/2022

Dear Resident:

Re: TxDOT Safe Routes Project

The City of Wharton was awarded a TxDOT Safe Routes grant on April 29<sup>th</sup>, 2021 that will allow the construction of sidewalks and crosswalks in the central Wharton area. These sidewalks will be constructed along portions of Fulton Street, Lazy Lane, N. Rusk Street, Ahldag Street, Newton Street, Pioneer Avenue, and FM 1301 (Boling Highway). The project is currently in the final design phases and is anticipated to begin construction after September of 2022.

We are reaching out to property owners that are located along the path of this project where sidewalks will be constructed in order to inform you of the planned improvements. The City will be utilizing existing right-of-way and does not expect or anticipate acquiring portions of property for this project. The City is also working with public utility companies and the Wharton Public Works Department to identify relocation needs for any utility lines, including water meters and power poles. Any driveways that will be impacted by this project will either have new sidewalks directly tied into them or modified at the City's cost to ensure ADA compatibility. The City will also work with the local US Post Office regarding any mailboxes that may need moved forward or behind the new sidewalk at the City's expense. Direct contact will be made to residents whose property have items like mailboxes, irrigation systems, and existing walkways that will be impacted by this project.

If you have any questions about this project, please contact Planning & Development Specialist, Krystal Hasselmeier by email at [khasselmeier@cityofwharton.com](mailto:khasselmeier@cityofwharton.com) or by phone at 979-532-2491 x239.

Sincerely,

*Gwyneth Teves*

Gwyneth Teves  
Director of Planning & Development  
City of Wharton



## City of Wharton

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

4/28/2022

Querido residente:

Con respecto a: TxDOT Safe Routes Project

La Ciudad de Wharton recibió una beca de Rutas Seguras de TxDOT el 29 de abril de 2021 que permitirá la construcción de banquetas y cruces peatonales en el área central de Wharton. Estas banquetas se construirán a lo largo de partes de Fulton Street, Lazy Lane, N. Rusk Street, Ahldag Street, Newton Street, Pioneer Avenue y FM 1301 (Boling Highway). El proyecto se encuentra actualmente en las fases finales de diseño y se prevé que comience la construcción después de septiembre de 2022.

Nos estamos comunicando con los propietarios que se encuentran a lo largo del camino de este proyecto donde se construirán banquetas para informarles sobre las mejoras planificadas. La Ciudad utilizará el derecho de paso existente y no espera ni prevé adquirir partes de la propiedad para este proyecto. La Ciudad también está trabajando con las empresas de servicios públicos y el Departamento de Obras Públicas de Wharton para identificar las necesidades de reubicación de las líneas de servicios públicos, incluidos los medidores de agua y los postes de energía. Todas las entradas de vehículos que se verán afectadas por este proyecto tendrán nuevas banquetas directamente conectadas a ellas o se modificarán a cargo de la Ciudad para garantizar la compatibilidad con ADA. La Ciudad también trabajará con la Oficina de Correos local de los Estados Unidos con respecto a los buzones que puedan necesitar moverse hacia adelante o hacia atrás de la nueva banqueta a expensas de la Ciudad. Se establecerá contacto directo con los residentes quienes propiedades tengan elementos como buzones de correo, sistemas de riego y caminos peatonales existentes que se verán afectados por este proyecto.

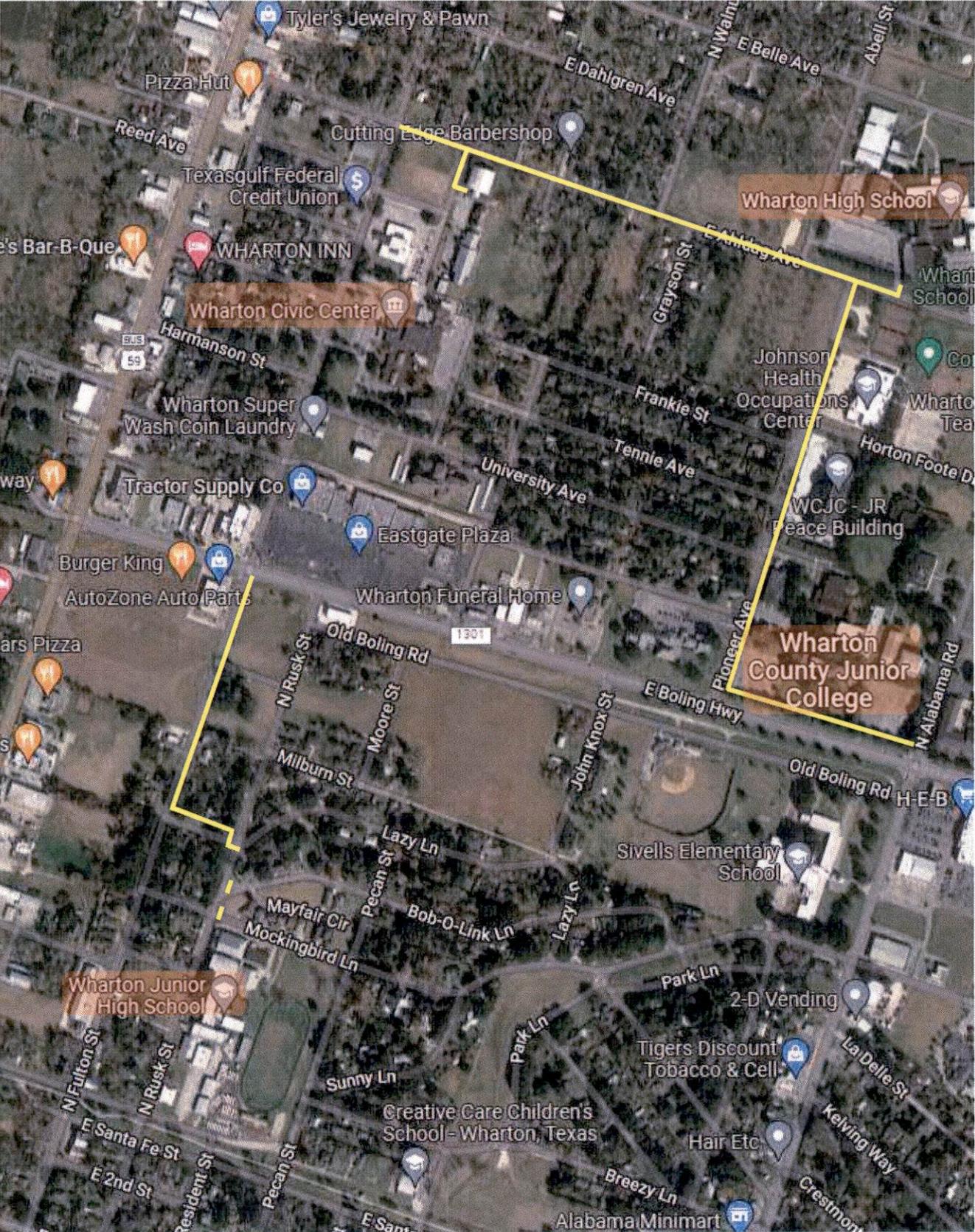
Si tiene alguna pregunta sobre este proyecto, comuníquese con la especialista en planificación y desarrollo, Krystal Hasselmeier, por correo electrónico a [khasselmeier@cityofwharton.com](mailto:khasselmeier@cityofwharton.com) o por teléfono al 979-532-2491 x239.

Sinceramente,

*Gwyneth Teves*

Gwyneth Teves  
Director de Planificación y Desarrollo  
Ciudad de Wharton

Project Map:



## Chapter 70 STREETS, SIDEWALKS AND PUBLIC WAYS<sup>1</sup>

### ARTICLE I. IN GENERAL

#### Sec. 70-1. Ordinances continued in effect.

All ordinances of a limited or special nature, such as ordinances:

- (1) Establishing street grades;
- (2) Opening, closing, accepting or abandoning streets;
- (3) Providing for street improvements and assessments therefor;
- (4) Naming, renaming or relocating streets;
- (5) Providing a building numbering system; or
- (6) Any other such ordinances;

are continued in full force and effect as fully as if set out at length in this chapter.

(Code 1978, § 17-1)

#### Sec. 70-2. Hedges, shrubbery, trees and other obstructions.

- (a) *Nuisances and traffic hazards.* Any hedge, tree, shrub, wall, fence or other growth or structure on any property in the city, in such a location or form as to obstruct the view of automobiles or pedestrians or both, is declared to be a nuisance or traffic hazard.
- (b) *Abatement; notice to remedy.* Whenever any condition described in this section is found to exist upon any lot or premises in the city, any officer or authorized city employee shall notify the owner of such lot or premises to remove or remedy the condition within ten days after the date of such notice. Such notice shall be in writing and served on the owner in person or mailed to him at his latest known address. If personal service cannot be had and the owner's address is not known, such notice shall be given by publication in a newspaper published in the city at least twice within ten consecutive days.
- (c) *Remedy of condition by city.* If the owner of any lot or premises fails to remove or remedy any condition described in subsection (a) of this section within the required period after notice has been given as provided in subsection (b) of this section, the city may do whatever is necessary to remove or remedy the condition or

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<sup>1</sup>Charter reference(s)—Street powers, § 6; street control and improvements, § 7; fares of vehicles for hire, § 17(11); authority of city to police streets and alleys, § 17(13); regulation of sidewalks and street intersections, § 17(16); animals on streets and public grounds, § 17(17); regulation of firearms, noise and other annoyances on streets and sidewalks; vehicles and railway trains on streets, alleys and other public places, § 17(20); franchises, § 117.

Cross reference(s)—Administration, ch. 2; buildings and construction, ch. 18; subdivisions, app. A.

State law reference(s)—Municipal streets, V.T.C.A., Transportation Code § 311.001 et seq.

cause the work to be done and may charge the expenses incurred thereby to the owner of such lot or premises. Such expenses shall be assessed against the real estate upon which the work was done. The doing of such work and the charging and assessing of the expenses thereof against the owner shall not relieve the owner or occupant of prosecution for any such violation.

- (d) *Collection of expenses for work performed by city.* The city manager shall file a statement with the county clerk of expenses incurred by the city, giving the amount of such expenses and the date on which the work was done and describing the property. The city shall then have a privileged lien on such lot or real estate upon which the work was done to secure the expenditures so made in accordance with V.T.C.A., Health and Safety Code § 342.001 et seq. , which lien shall be second only to tax liens and liens for street improvements. The amount of such expenses shall bear ten percent interest from the date of payment by the city. For any such expenditures and interest, suit may be instituted and recovery and foreclosure of such lien may be had in the name of the city, and the statement of expenses so made or a certified copy thereof shall be prima facie proof of the amount expended for such work or improvements.
- (e) *Penalty.* Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to punishment as provided in section 1-5. Each day that the nuisance, obstruction, traffic hazard or violation remains shall constitute a separate offense.

(Code 1978, § 17-2)

**Secs. 70-3—70-35. Reserved.**

## **ARTICLE II. PROCEDURES FOR REQUESTS TO RENAME CITY STREETS**

### **Sec. 70-36. Submission of request.**

Any person requesting the city to change the name of any city street shall submit the request in writing to the planning commission. The request shall include the present name of the street, as well as the proposed new name of the street, and the reason for the proposed change.

(Code 1978, § 17-11)

### **Sec. 70-37. Public hearings; deposit; notification of property owners; publication.**

- (a) Before making any recommendation to the city council regarding the request for a change of the street name, the planning commission shall conduct at least two public hearings regarding the request.
- (b) Prior to the public hearings, the city shall require the proponent of the name change to deposit an amount to be specified by the city to cover the estimated costs of mailing and publishing notices and installing new street signs.
- (c) At least 15 days prior to the date of the first public hearing, the city shall send notice, by United States mail, postage prepaid, to the following persons of the proposed change of name:
- (1) All persons, whether owners, renters or lessees, living in premises fronting on the street;
  - (2) All owners of businesses, whether property owners, lessees or renters, located on premises fronting on the street; and
  - (3) All owners of any property fronting on the street.

(Supp. No. 51)

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- (d) At least 15 days prior to the date of the first public hearing, the city shall publish notice of the dates, times and places of the public hearings. This notice shall be published one time in a newspaper having general circulation within the city.

(Code 1978, § 17-12)

### **Sec. 70-38. Recommendation of planning commission.**

After the completion of the public hearings on the change of the name of any city street, the planning commission shall submit a recommendation to the city council either for or against the proposed renaming of the street.

(Code 1978, § 17-13)

### **Sec. 70-39. Expenses for change.**

If the city council approves the request to rename the street, the city council shall require the proponent of the change of name to pay for the expenses of changing the name of the street. These expenses shall include costs of labor and materials in installing new street signs, as well as the costs of mailing and publishing notices. Regardless of whether or not the city council approves the request, the proponent of the name change shall be required to pay for the cost of the notices described in section 70-37.

(Code 1978, § 17-14)

### **Sec. 70-40. Street designation upon approval of name change.**

If the council authorizes the change of the street name, the street shall continue to be designated by its previous name, as well as by the new name, for a period of 12 months from the date of the authorization of the change of name, after which time the street shall be designated only by its new name.

(Code 1978, § 17-15)

### **Sec. 70-41. City-initiated street name change.**

If the city wishes to initiate the change of a street name, the city must comply with the notice required in this article. However, the city shall not be required to comply with the section regarding the deposit to cover the estimated cost of changing the name of the street.

(Code 1978, § 17-16)

### **Secs. 70-42—70-60. Reserved.**

## **ARTICLE III. CONSTRUCTION IN AND USE OF PUBLIC RIGHTS-OF-WAY**

### **Sec. 70-61. Findings and purpose.**

The purpose of this article is to:

- (1) Assist in the management of facilities placed in, on or over the public rights-of-way in order to minimize the congestion, inconvenience, visual impact and other adverse effects, and the costs to the citizens resulting from the placement of facilities within the public rights-of-way;
- (2) Govern the use and occupancy of the public rights-of-way;
- (3) Assist the city in its efforts to protect the public health, safety and welfare;
- (4) Conserve the limited physical capacity of the public rights-of-way held in public trust by the city;
- (5) To preserve the physical integrity of the streets and highways;
- (6) To control the orderly flow of vehicles and pedestrians;
- (7) Keep track of the different entities using the rights-of-way to prevent interference between them;
- (8) Assist on scheduling common trenching and street cuts; and
- (9) Protect the safety, security, appearance, and condition of the public rights-of-way.

This article may be referred to as the "Construction in the Public Rights-of-Way Ordinance."

(Ord. No. 1999-13, § 1, 10-25-99)

### **Sec. 70-62. Authority; scope.**

This article applies to all persons that place facilities in, on or over public rights-of-way.

(Ord. No. 1999-13, § 2, 10-25-99)

### **Sec. 70-63. Definitions.**

In this article:

*Affiliate* means a person who controls, is controlled by, or is under common control with a provider.

*Certificated telecommunications provider* means the same as in Local Government Code Section 283.002 (2) (any entity that has been granted a certificate from the Texas Public Utility Commission under chapter 54 of Tex. Utility Code authorizing that entity to provide local exchange telephone service).

*City* means The City of Wharton, Texas. As used throughout, the term city also includes the designated agent of the city.

*City manager* means the city manager of the city or the city manager's designee.

*Direction of the city* means all ordinances, laws, rules, resolutions, and regulations of the city that are not inconsistent with this article and that are now in force or may hereafter be passed and adopted.

*Facilities* means any and all of the wires, cables, fibers, duct spaces, manholes, poles, conduits, underground and overhead passageways and other equipment, structures, plant and appurtenances and all associated physical equipment placed in, on or under the public rights-of-way.

*Person* means a natural person (an individual), corporation, company, association, partnership, firm, limited liability company, joint venture, joint stock company or association, and other such entity.

*Public rights-of-way* means the same as in the Texas Local Government Code, 283.002 (6), (the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include the airwaves above a public rights-of-way with regard to wireless telecommunications).

(Ord. No. 1999-13, § 3, 10-25-99)

**Sec. 70-64. Municipal authorization required.**

- (a) Any person seeking to place facilities on, in or over the public rights-of-way, shall first file an application for a building permit with the city and shall abide by the terms and provisions of this article pertaining to use of the public rights-of-way.
- (b) Any person, except a certificated telecommunications provider, prior to placing, reconstructing, or altering facilities in, on or over the public rights-of-way, must obtain separate municipal authorization from the city.
- (c) Any person with a current, unexpired consent, franchise, agreement or other authorization from the city (grant) to use the public rights-of-way that is in effect at the time this article takes effect shall continue to operate under and comply with that grant until the grant expires or until it is terminated by mutual agreement of the city and the person, or terminated as otherwise provided for in law.

(Ord. No. 1999-13, § 4, 10-25-99)

**Sec. 70-65. Administration and enforcement.**

- (a) The city manager shall administer and enforce compliance with this article.
- (b) A person shall report information related to the use of the public rights-of-way that the city manager requires in the form and manner reasonably prescribed by the city manager.
- (c) The city manager shall report to the city council upon the determination that a person has failed to comply with this article.

(Ord. No. 1999-13, § 5, 10-25-99)

**Sec. 70-66. Construction obligations.**

A person is subject to reasonable police power regulation of the city to manage its public rights-of-way in connection with the construction, expansion, reconstruction, maintenance or repair of facilities in the public rights-of-way, pursuant to the city's rights as a custodian of public property, based upon the city's historic rights under state and federal laws. Such regulations include, but are not limited to, the following:

- (1) At the city's request, a person shall furnish the city accurate and complete information relating to the construction, reconstruction, removal, maintenance, operation and repair of facilities performed by the person in the public rights-of-way.
- (2) A person may be required to place certain facilities within the public rights-of-way underground according to applicable city requirements absent a compelling demonstration by the person that, in any specific instance, this requirement is not reasonable or feasible nor is it equally applicable to other similar users of the public rights-of-way.
- (3) A person shall perform operations, excavations and other construction in the public rights-of-way in accordance with all applicable city requirements, including the obligation to use trenchless technology whenever commercially economical and practical and consistent with obligations on other similar users of the public rights-of-way. The city shall waive the requirement of trenchless technology if it determines that the field conditions warrant the waiver, based upon information provided to the city by the person. All excavations and other construction in the public rights-of-way shall be conducted so

(Supp. No. 51)

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as to minimize interference with the use of public and private property. A person shall follow all reasonable construction directions given by the city in order to minimize any such interference.

- (4) A person must obtain a permit, as reasonably required by applicable city codes, prior to any excavation, construction, installation, expansion, repair, removal, relocation or maintenance of the persons facilities. Once a permit is issued, person shall give to the city a minimum of forty-eight (48) hours notice (which could be at the time of the issuance of the permit) prior to undertaking any of the above listed activities on its network in, on or under the public rights-of-way. The failure of the person to request and obtain a permit from the city prior to performing any of the above listed activities in, on or over any public rights-of-way, except in an emergency as provided for in subsection (11) below, will subject the person to a stop-work order from the city and enforcement action pursuant to the city's code of ordinances. If the person fails to act upon any permit within 90 calendar days of issuance, the permit shall become invalid, and the person will be required to obtain another permit.
- (5) When a person completes construction, expansion, reconstruction, removal, excavation or other work, the person shall promptly restore the rights-of-way in accordance with applicable city requirements. A person shall replace and properly relay and repair the surface, base, irrigation system and landscape treatment of any public rights-of-way that may be excavated or damaged by reason of the erection, construction, maintenance, or repair of the persons facilities within thirty (30) calendar days after completion of the work in accordance with existing standards of the city in effect at the time of the work.
- (6) Upon failure of a person to perform any such repair or replacement work, and five (5) days after written notice has been given by the city to the person, the city may repair such portion of the public rights-of-way as may have been disturbed by the person, its contractors or agents. Upon receipt of an invoice from the city, the person will reimburse the city for the costs so incurred within thirty (30) calendar days from the date of the city invoice.
- (7) Should the city reasonably determine, within two (2) years from the date of the completion of the repair work, that the surface, base, irrigation system or landscape treatment requires additional restoration work to meet existing standards of the city, a person shall perform such additional restoration work to the satisfaction of the city, subject to all city remedies as provided herein.
- (8) Notwithstanding the foregoing, if the city determines that the failure of a person to properly repair or restore the public rights-of-way constitutes a safety hazard to the public, the city may undertake emergency repairs and restoration efforts. A person shall promptly reimburse the city for all costs incurred by the city within thirty (30) calendar days from the date of the city invoice.
- (9) A person shall furnish the city with construction plans and maps showing the location and proposed routing of new construction or reconstruction at least fifteen (15) days before beginning construction or reconstruction that involves an alteration to the surface or subsurface of the public rights-of-way. A person may not begin construction until the location of new facilities and proposed routing of the new construction or reconstruction and all required plans and drawings have been approved in writing by the city, which approval will not be unreasonably withheld, taking due consideration of the surrounding area and alternative locations for the facilities and routing.
- (10) If the city manager declares an emergency with regard to the health and safety of the citizens and requests by written notice the removal or abatement of facilities, a person shall remove or abate the person's facilities by the deadline provided in the city manager's request. The person and the city shall cooperate to the extent possible to assure continuity of service. If the person, after notice, fails or refuses to act, the city may remove or abate the facility, at the sole cost and expense of the person, without paying compensation to the person and without the city incurring liability for damages.
- (11) Except in the case of customer service interruptions and imminent harm to property or person (emergency conditions), a person may not excavate the pavement of a street or public rights-of-way

without first complying with city requirements. The city manager or designee shall be notified immediately regarding work performed under such emergency conditions, and the person shall comply with the requirements of city standards for the restoration of the public rights-of-way.

- (12) Within sixty (60) days of completion of each new permitted section of a person's facilities, the person shall supply the city with a complete set of "as built" drawings for the segment in a format used in the ordinary course of the persons business and as reasonably prescribed by the city, and as allowed by law.
- (13) The city may require reasonable bonding requirements of a person, as are required of other entities that place facilities in the public rights-of-way.

(Ord. No. 1999-13, § 6, 10-25-99)

### **Sec. 70-77. Conditions of public rights-of-way occupancy.**

- (a) In the exercise of governmental functions, the city has first priority over all other uses of the public rights-of-way. The city reserves the right to lay sewer, gas, water, and other pipe lines or cables and conduits, and to do underground and overhead work, and attachments, restructuring or changes in aerial facilities in, across, along, over or under a public street, alley or public rights-of-way occupied by a person, and to change the curb, sidewalks or the grade of streets.
- (b) The city shall assign the location in or over the public rights-of-way among competing users of the public rights-of-way with due consideration to the public health and safety considerations of each user type, and to the extent the city can demonstrate that there is limited space available for additional users, may limit new users, as allowed under state or federal law.
- (c) If the city authorizes abutting landowners to occupy space under the surface of any public street, alley, or public rights-of-way, the grant to an abutting landowner shall be subject to the rights of the previously authorized user of the public rights-of-way. If the city closes or abandons a public rights-of-way that contains a portion of a person's facilities, the city shall close or abandon such public rights-of-way subject to the rights of the person.
- (d) If the city gives written notice, a person shall, at its own expense, temporarily or permanently, remove, relocate, change or alter the position of person's facilities that are in the public rights-of-way within 120 days, except in circumstances that require additional time as reasonably determined by the city based upon information provided by the person. For projects expected to take longer than 120 days to remove, change or relocate, the city will confer with person before determining the alterations to be required and the timing thereof. The city shall give notice whenever the city has determined that removal, relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of a city or other governmental public improvement in the public rights-of-way. This section shall not be construed to prevent a person's recovery of the cost of relocation or removal from private third parties who initiate the request for relocation or removal, nor shall it be required if improvements are solely for beautification purposes without prior joint deliberation and agreement with person.

If the person fails to relocate facilities in the time allowed by the city in this section, the person may be subject to liability to the city for such delay and as set forth in the city codes or ordinance, now or hereafter enacted.

Notwithstanding anything in this subsection (d), the city manager and a person may agree in writing to different time frames than those provided above if circumstances reasonably warrant such a change.

- (e) During the term of its municipal consent, a person may trim trees in or over the rights-of-way for the safe and reliable operation, use and maintenance of its facilities. All tree trimming shall be performed in accordance with standards promulgated by the city. Should the person, its contractor or agent, fail to

remove such trimmings within 24 hours, the city may remove the trimmings or have them removed, and upon receipt of a bill from the city, the person shall promptly reimburse the city for all costs incurred within 30 working days.

- (f) Persons shall temporarily remove, raise or lower its aerial facilities to permit the moving of houses or other bulky structures, if the city gives written notice of no less than 48 hours. The expense of these temporary rearrangements shall be paid by the party or parties requesting and benefiting from the temporary rearrangements. Person may require prepayment or prior posting of a bond from the party requesting temporary move.

(Ord. No. 1999-13, § 7, 10-25-99)

### **Sec. 70-68. Insurance requirements.**

- (a) A person shall obtain and maintain insurance in the amounts reasonably prescribed by the city with an insurance company licensed to do business in the State of Texas acceptable to the city throughout the term of a municipal consent conveyed under this chapter. A person shall furnish the city with proof of insurance at the time of the request for building permits. The city reserves the right to review the insurance requirements and to reasonably adjust insurance coverage and limits when the city manager determines that changes in statutory law, court decisions, or the claims history of the industry or the person require adjustment of the coverage. For purposes of this section, the city will accept certificates of self-insurance issued by the State of Texas or letters written by the person in those instances where the state does not issue such letters, which provide the same coverage as required herein. However, for the city to accept such letters the person must demonstrate by written information that it has adequate financial resources to be a self-insured entity as reasonably determined by the city, based on financial information requested by and furnished to the city. The city's current insurance requirements are described in Exhibit A attached hereto.
- (b) Person shall furnish, at no cost to the city, copies of certificates of insurance evidencing the coverage required by this section to the city. The city may request the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, unless the policy provisions are established by a law or regulation binding the city, the person, or the underwriter. If the city requests a deletion, revision or modification, a person shall exercise reasonable efforts to pay for and to accomplish the change.
- (c) An insurance certificate shall contain the following required provisions:
- (1) Name the city of and its officers, employees, board members and elected representatives as additional insureds for all applicable coverage;
  - (2) Provide for 30 days notice to the city for cancellation, non-renewal, or material change; and
  - (3) Provide that notice of claims shall be provided to the city manager by certified mail.
- (d) Person shall file and maintain proof of insurance with the city manager. An insurance certificate obtained in compliance with this section is subject to city approval. The city may require the certificate to be changed to reflect changing liability limits. A person shall immediately advise the city attorney of actual or potential litigation that may develop may affect an existing carrier's obligation to defend and indemnify.
- (e) An insurer has no right of recovery against the city. The required insurance policies shall protect the person and the city. The insurance shall be primary coverage for losses covered by the policies.
- (f) The policy clause "other insurance" shall not apply to the city if the city is an insured under the policy.
- (g) The person shall pay premiums and assessments. A company, which issues an insurance policy, has no recourse against the city for payment of a premium or assessment. Insurance policies obtained by a person

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must provide that the issuing company waives all right of recovery by way of subrogation against the city in connection with damage covered by the policy.

(Ord. No. 1999-13, § 8, 10-25-99)

**Sec. 70-69. Indemnity.**

- (a) Except as to certificated telecommunications utilities, each person placing facilities in the public rights-of-way shall agree to promptly defend, indemnify and hold the city harmless from and against all damages, costs, losses or expenses (i) for the repair, replacement, or restoration of city's property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective as a result of the person's acts or omissions, (ii) from and against any and all claims, demands, suits, causes of action, and judgments for (a) damage to or loss of the property of any person (including, but not limited to the person, its agents, officers, employees and subcontractors, city's agents, officers and employees, and third parties); and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person (including, but not limited to the agents, officers and employees of the person, person's subcontractors and city, and third parties), arising out of, incident to, concerning or resulting from the negligent or willful act or omissions of the person, its agents, employees, and/or subcontractors, in the performance of activities pursuant to this article.
- (b) This indemnity provision shall not apply to any liability resulting from the negligence of the city, its officers, employees, agents, contractors, or subcontractors.
- (c) The provisions of this indemnity is solely for the benefit of the city and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(Ord. No. 1999-13, § 9, 10-25-99)

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/10/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a Mutual Aid Agreement between the Wharton Police Department and the Houston Police Department for interdiction for human smuggling and narcotic contraband along the I-69 and I-10 corridors and authorizing the City Manager of the City of Wharton to execute all documents related to said agreement.
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The City Staff is requesting the approval of a Mutual Aid Agreement between the Wharton Police Department and the Houston Police Department to conduct interdiction for human smuggling and narcotic contraband along the I-69 (Hwy 59) and I-10 corridors in each respective jurisdiction.

City Attorney, Paul Webb, has reviewed the agreement.

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

City Manager: Joseph R. Pace	Date: Thursday, July 6, 2023
Approval: 	
Mayor: Tim Barker	



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

*Wharton Police Department*

**MEMORANDUM**

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To: Joseph R. Pace

Date: 06/28/2023

Ref: WPD/Houston PD Mutual Aid Agreement

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I am presenting a Mutual Aid Agreement between the Wharton Police Department and the Houston Police Department. The agreement is for the ability to conduct interdiction for human smuggling and narcotic contraband along the I-69 (Hwy 59) and I-10 corridors in each respective jurisdiction.

City Attorney, Paul Webb, has already reviewed said document.

Please consider placing on the next available city council agenda.

**Mutual-Aid Agreement for Cooperation on Law  
Enforcement Efforts between the The City of Wharton  
Police Department and the City of Houston Police Department  
for June 14, 2023 thru October 17, 2023**

**1. Purpose and Authority.**

By their authority under chapter 362 of the Local Government Code, various Texas Agencies, and their Department Heads, form a mutual-aid law-enforcement task force to cooperate in criminal investigations, law enforcement, and training.

In chapter 362.001 of the Local Government Code

(1) "Joint airport" means an airport that is operated jointly by two municipalities and that is situated in two counties.

(2) "Law enforcement officer" means a municipal police officer, sheriff, deputy sheriff, constable, deputy constable, marshal, deputy marshal, investigator of a district attorney's, criminal district attorney's, or county attorney's office, or police officer of a joint airport who has been commissioned as a peace officer under the laws of this state.

(3) "Multicounty drug task force" means a mutual aid law enforcement task force that is established as a multicounty law enforcement cooperation between counties and municipalities to enhance multicounty interagency coordination, acquire intelligence information, and facilitate multicounty investigations of drug-related crimes.

In chapter 362.002 of the Local Government Code

(b) Peace officers employed by counties, municipalities, or joint airports covered by the agreement have only the additional investigative authority throughout the region as set forth in the agreement. The agreement must provide for the compensation of peace officers involved in the activities of the task force.

(c) A law enforcement officer employed by a county, municipality, or joint airport that is covered by the agreement may make an arrest outside the county, municipality, or joint airport in which the officer is employed but within the area covered by the agreement. The law enforcement agencies of the area where the arrest is made shall be notified of the arrest without delay, and the notified agency shall make available the notice of the arrest in the same manner as if the arrest were made by a member of that agency.

**2. Joint Efforts, the Lead Agency, and Cooperation**

The basic unit of cooperation between The City of Wharton Police Department and the

City of Houston Police Department under this agreement is the joint effort. Two or more agencies may start a joint effort on their own initiative. For this particular joint effort, The City of Wharton Police Department will be designated as lead agency, The City of Wharton Police Department will decide the effort's name or number for record keeping purposes, and briefly set out the effort's goals and estimated duration. The City of Wharton Police Department will keep track of each Office's time and resources expended on the joint effort.

With respect to this joint effort, The City of Wharton Police Department intends to communicate and cooperate in planning each step of the effort. Each agency will take reasonable steps to assign sufficient personnel, vehicles, equipment, and other resources to the joint effort. In the absence of a separate agreement at the time of the joint effort, each agency will provide the appropriate vehicles and equipment to the deputies, officers and employees it assigns to the joint effort.

Also with respect to a particular joint effort, the The City of Wharton Police Department and the City of Houston Police Department also agree to reasonably cooperate on all tasks related to the effort. In the event of an arrest in City of Wharton by a officer from the Houston Police Department, the The City of Wharton Police Department, which would have jurisdiction in the county of the arrest even in the absence of this agreement, will cooperate in taking custody of the arrested person and meeting the legal obligations for presenting the person before a magistrate.

In the event of an arrest in the City of Houston by an officer of the Wharton Police Department, the the City of Houston Police Department, which would have jurisdiction in the county of the arrest even in the absence of this agreement, will cooperate in taking custody of the arrested person and meeting the legal obligations for presenting the person before a magistrate.

Both the Wharton Police Department and the Houston Police Department will provide reports in a form acceptable by the Office of the District Attorney or Criminal District Attorney of the county to host a prosecution or other proceeding.

### **3. Supervision**

For this joint effort, both the City of Wharton Police Department and the the City of Houston Police Department will designate a lead officer. While an officer is engaged in the actual performance of official duties as part of the joint effort, then the officer will be under the lead law enforcement officers supervision and the higher supervision of the lead officer's home chain of command and Chief.

### **4. A Law Enforcement Officer's Authority and Obligations**

While performing duties under this agreement, a law enforcement officer may exercise all of the authority and fulfill all of the obligations of a peace officer, under the law, within the jurisdictions of The City of Wharton. This includes the authority to investigate possible or suspected crimes, including traffic violations, and to arrest persons throughout the region or area covered by this agreement. A law enforcement officer's qualification for office in the officer's home agency constitutes qualification for office within The City of Wharton who, and no additional cost, bond, or compensation is required.

## **5. Responsibilities**

### **a. Law Enforcement Officers and Personnel**

Despite the personnel and resource commitments in section 2, each Department Head has the final authority and discretion in assigning its law enforcement officers and other personnel or resources to this joint effort.

Each agency will remain the sole employer of all of its employees who participate in efforts under this agreement. Each agency alone will be responsible for all compensation, benefits, and insurance or coverage for its employees.

Each agency will pay its own employees' travel, food, and lodging expenses.

Each agency will be responsible for the defense and indemnification of its employees under its usual insurance or coverage for general liability and law-enforcement claims.

An employee's assignment to a particular joint effort, or performance of duties, under this agreement, will not constitute service to another agency, county or Sheriffs Office so as to make the assigned deputy or employee a borrowed servant of another county or agency.

As between the agencies who are members of this agreement, each agency and employees will not become, nor act, as the employees, agents, or representatives of another agency. The agencies, counties or Sheriffs Offices will not be joint or co-employers.

Each agency alone is responsible for its employees' fitness for duty and for taking all acts necessary to maintain its employees licenses and appointments, including training, continuing education, and firearms qualification. Each agency alone is responsible for ensuring that its employees meet its physical-fitness policies. Each agency alone is responsible for its employees' discipline.

### **b. Vehicles and Equipment**

Each agency has the final authority and discretion in assigning its vehicles, equipment, and other resources to a joint effort under this agreement.

Each agency will be responsible for all costs associated with its vehicles and other equipment used in joint efforts, including fuel and maintenance. Each agency alone is responsible for the safekeeping, care, and maintenance of its vehicles and equipment, as well as protecting them with insurance or warranty coverage.

### **c. Expenses**

Each agency will bear all expenses and costs of providing its employees, vehicles, equipment, supplies, and resources for joint efforts under this agreement. The agency which buys a vehicle or piece of equipment, or incurs an expense, is alone responsible for paying for the item or expense.

#### **d. Radio Communications**

Each agency will be responsible for providing its employees and personnel with a police radio that is technologically capable of operating, and programmed to operate, on the other member counties' public-safety radio systems.

In general, each member agency will permit employees from other counties, who join this agreement, to program a reasonable number of portable and mobile radios for use on its system. Each member agency may set reasonable conditions to permit other agencies to program radios onto its system.

The counties will separately document one another's right to program their radios on their respective public-safety radio systems.

#### **e. Citations and Cite-and-Release Programs**

Each agency will follow state law and its own agency's policies and procedures with respect to any decision to issue a citation in lieu of an arrest. An agency may permit the employees it assigns to a particular joint effort to follow the policy of the lead agency on the effort in this regard.

#### **f. Senate Bill 4**

Each agency will follow federal, state, and its own agency's law, policies, and procedures with respect to any actions taken under Texas Senate Bill 4, if it takes effect on September 1, 2017.

The Sheriff's Office having custody in its jail or detention facility of any prisoner, even one initially arrested in a joint effort under this agreement, has the final authority and responsibility, as between the member agency, with respect to complying with a particular federal detainer request, regardless of the authority granted under this agreement to another Agency as the lead Agency on a particular joint effort.

#### **g. Insignia, Uniforms, and Supplies**

For the purpose of identifying this task force, the Lead Agency may agree to a set of standards and specifications for insignia, patches, or other symbols for uniforms, hats, jackets, vehicles, equipment, stationery, a web page, or social media. An officer's uniform should clearly identify the officer's home agency.

### **6. Forfeiture Cases**

#### **a. State or Federal**

As part of this joint effort, The City of Wharton Police Department and the Houston Police Department may seize contraband or

property, which may be eligible for forfeiture proceedings under state or federal law. See, *e.g.*, Code of Crim. Procedure, chapter 59; *id.* arts. 18.17-18.191, art. 18.23; 21 U.S.C. §§ 881(e)(1)(A) & (e)(3); 18 U.S.C. § 981(e)(2); 19 U.S.C. § 1616a.

After such contraband or property has been taken into custody, the The City of Wharton Police Department and the Houston Police Department will confer about the alternatives available at the time and reasonably cooperate to proceed with a forfeiture proceeding under state or federal law.

In the event of a request for a forfeiture proceeding under federal law, each agency, who is a member of this joint effort, will keep the information necessary for it to complete a Form DAG-71, Application for Transfer of Federally Forfeited Property, for each asset.

#### **b. Proceeds of Property**

In the course of this joint effort, the The City of Wharton Police Department and the City of Houston Police Department may receive proceeds or property under a local agreement with the Office of the District Attorney, Criminal District Attorney, or other attorney representing the state. See Code of Crim. Proc., art. 59.006.

The The City of Wharton Police Department and the City of Houston Police Department will keep records of all proceeds, property, or anything else received as a result of forfeitures under this agreement, including the information for auditing and reporting purposes under articles 59.006(9), 59.061 and 59.11-59.014 of the Code of Criminal Procedure.

Pending chapter 59 proceedings, final proceeds awarded will be dispersed evenly between the City of Wharton Police Department and the Houston Police Department.

### **7. Video and Audio Recordings**

Any video or audio recording, such as a recording made by a body-worn camera or in-car camera or other recording device, will remain the sole property of the agency that owns the camera or recording device.

Each agency's policy will require officers to record all traffic stops, including traffic violations, CMVE stops, and stranded-motorist assistance, and vehicle pursuits, and to retain all recordings as potential evidence for a reasonable time and in accordance with the law. See, *e.g.*, Occup. Code, § 1701.660.

### **8. Press and Social Media**

The City of Wharton Police Department and the City of Houston Police Department will reasonable cooperate about communicating with the press, press releases, and social media.

### **9. Civil Liability**

#### **a. Duties and Risks**

Each agency will be responsible for its own defense and liability and for those of its Sheriffs, supervisors, deputies, and other employees in the event of any claim, dispute, or lawsuit related to a joint effort under this agreement.

If a employee is a named defendant or other party to a claim or lawsuit related to a joint effort

under this agreement or the employee's acts or omissions as part of a joint effort, then the employee is entitled to the same defense, indemnification, and other services and benefits to which the employee would be entitled had the claim or lawsuit arisen out of the employee's acts or omissions in the employee's home agency in the absence of this agreement.

The agency who assigns a officer or other employee to participate in a joint effort under this agreement will remain solely responsible and liable for the officer's or employee's actions, omissions, and violations of the law, including violations of statutes, civil rights, and the Tort Claims Act, Civil Practice & Remedies Code, chapter 101.

The assigning agency will also be solely responsible and liable for the officer's or employee's health and safety and for providing worker's compensation, disability, or similar coverage or insurance for the officer or employee.

A county or agency will not sue the other county or agency for any type of damage or injury to its personnel or property related to a joint effort under this agreement. This clause does not prevent a county from fully litigating the question of proportionate responsibility or liability, especially as it may arise in the proceedings on a claim by a person, who is not a party to this agreement.

In the event that county's or agency's agreement not to sue another county or agency contained in the paragraph immediately before this one fails and a court or other authority determines that one or more other counties or agencies is liable for any type of damage or injury to the county's or agency's personnel or property related to a joint effort, then the county or agency, who is the beneficiary of the determination, agrees to indemnify, and hold harmless, the other county or counties or agencies for the type and amount of liability determined. This clause does not prevent a county or agency from fully litigating the question of proportionate responsibility or liability, especially as it may arise in the proceedings on a claim by a person, who is not a party to this agreement. In sum, this clause is an alternative to, and is intended to achieve the same result as, the agreement not to sue in the paragraph immediately before this one.

If a court or other authority determines that a county or agency was a co-employer or joint employer of a officer or employee of another member county or agency and that the officer, deputy or employee took action, which is the basis of liability for damages, and imposes liability on that county on this basis, then the county, which regularly employs the deputy or employee, will indemnify and hold the other county or agency harmless for such damage or liability.

In general, a county or agency will not request reimbursement from another member county or agency for compensation or other benefits paid to the county's or agency's deputies, officers or employees, including under section 362.003(c) of the Local Government Code. But, if a county provides another member county with emergency assistance under section 362.002(a), then the county may request reimbursement from the other under section 362.003(c). In such an event, the emergency, within section 362.002(a)'s meaning, should be an event or set of circumstances not contemplated by a joint effort that the parties started planning before the beginning of the event or set of circumstances constituting, or directly leading to, the emergency.

"Person" means all legal entities, including an individual, corporation or other artificial entity, state or federal government, a governmental department or agency, or a political subdivision.

"Claim or lawsuit" means any type of claim, including a demand, dispute, or claim in a lawsuit, arbitration, or other proceeding.

"Any type of damage or injury" means all types of damages and injuries, regardless of nature, including property damage, personal injury, civil-rights violation, economic loss, and loss or infringement of privacy, intellectual property, or contract rights. In the context of a duty to be responsible for liability or to indemnify or hold harmless, "damage" and "liability" also includes attorney's fees and costs, including expert and other litigation costs.

The terms "acts or omissions." should be interpreted broadly to include all manner of actionable conduct, including intentional acts or omissions, gross negligence, negligence, inadvertence, and other acts or omissions sufficient for liability.

Phrases like "claim," "any type of damage," "any type of injury," and "related to" do not require a determination before a related duty applies or is triggered and should be interpreted broadly as if they read "alleged claim," any type of "alleged damage" or "alleged injury," or "allegedly related to, or arising out of, in whole or in part."

#### **b. Cooperation**

Each agency will reasonably cooperate with the other member counties and agencies in defending a claim or lawsuit, including providing access to, and copies of, documents or data, evidence, reports, or recordings, and access to witnesses or other persons with discoverable knowledge such as deputies, officers, employees, or other persons under the county's or agency's supervision or control. The Sheriff and Department Head will also enter into a joint defense agreement where appropriate to protect confidential information.

No county or agency waives any immunity, heightened liability requirement, liability limit, or liability cap available under any law or statute, including the Texas Tort Claims Act, Civil Practice & Remedies Code, chapter 101.

#### **c. Limitation of Extraordinary Remedies**

Each county and agency is entitled only to its benefit of the bargain under this agreement. The county and agency are not liable to each other for consequential, incidental, indirect, special, punitive, or exemplary damages or damages that arise from special circumstances. This provision does not affect either party's rights to a defense or indemnification or other amount under section 9.

### **10. Records**

Each agency will maintain the required records for its participation in activities under this agreement, including reports required for motor-vehicle stops, see Code of Crim. Proc., art. 2.133-2.135, 2.139, and incident-based crime statistics, see Gov't Code, § 411.054.

The Sheriffs Office and agency will reasonably cooperate on exchanging information or keeping joint records of their activities under this agreement. The Sheriffs Office and agency will

reasonably cooperate with the others in responding to audits.

## 11. Definitions

a. Each agency's **authority** under chapter 362 of the Local Government Code refers to the authority to form a mutual-aid law-enforcement task force under section 362.002(b). Where the conditions for an emergency are met, then the counties also intend to draw on their authority under section 362.002(a). See Tex. Att'y Gen. Op. No. JC-0532, at 1 (2002) (concluding that subsections (a) and (b) operate independently).

b. The agencies are forming a **mutual-aid law-enforcement task force** within the meaning of section 362.002(b) of the Local Government Code, but not a multicounty drug task force within the meaning of section 362.004.

c. "Law enforcement officer" means a municipal police officer, sheriff, deputy sheriff, constable, deputy constable, marshal, deputy marshal, investigator of a district attorney's, criminal district attorney's, or county attorney's office, or police officer of a joint airport who has been commissioned as a peace officer under the laws of this state.

## 12. Interpretation

In general, this agreement should be interpreted: (a) to extend to the officers from each agency the authority to enforce all applicable laws in all counties who are members of this agreement, including the authority to investigate possible or suspected crimes and to arrest persons; (b) so that each agency is responsible for its own officers, deputies, and other employees and agents, as well as its own vehicles, equipment, and resources; that is, being responsible for paying all of their compensation of whatever nature and for being responsible for any liability arising from their conduct.

If a court or other authority determines that a provision of this agreement is unenforceable, then the provision may be severed and the remaining part of the agreement interpreted to achieve these purposes.

## 13. Law

Texas law will govern the parties' relationship and claims under this agreement, except where federal law governs (e.g., aspects of federal forfeiture).

This mutual agreement can be terminated at any time by either agency by written notice.

Agreed To:

The City of Wharton

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City Manager Joseph Pace                      Date  
120 E Caney Street, Wharton, Texas 77488  
979-532-2491

Wharton Police Department

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Chief Terry David Lynch                      Date  
1407 N, Richmond, Wharton, Texas 77488  
979-532-3131

Houston Police Department

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Chief Troy Finner                                      Date  
1200 Travis Street, Houston, TX 77002  
713-247-4400

**CITY OF WHARTON  
RESOLUTION NO. 2023-XX**

**A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A MUTUAL-AID AGREEMENT BETWEEN THE WHARTON POLICE DEPARTMENT AND THE HOUSTON POLICE DEPARTMENT FOR INTERDICTION FOR HUMAN SMUGGLING AND NARCOTIC CONTRABAND ALONG THE I-69 AND I-10 CORRIDORS AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.**

**WHEREAS,** The City of Wharton City Council wishes to enter into a Mutual-Aid Agreement between the Wharton Police Department and the Houston Police Department; and,

**WHEREAS,** Said agreement is to conduct interdiction for human smuggling and narcotic contraband along I-69 (Hwy. 59) and I-10 corridors in each respective jurisdiction; and,

**WHEREAS,** The Wharton City Council wishes to authorize the City Manager of the City of Wharton to execute all documents relating to said Mutual-Aid Agreement.

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

**SECTION I.** The Wharton City Council hereby approves the Mutual-Aid Agreement between the Wharton Police Department and the Houston Police Department to conduct interdiction for human smuggling and narcotic contraband along I-69 (Hwy. 59) and I-10 Corridors in each respective jurisdiction.

**SECTION II.** The Wharton City Council hereby authorizes the City Manager of the City of Wharton to execute all documents related to said Mutual-Aid Agreement.

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

**PASSED, APPROVED, and ADOPTED** this 10th day of July 2023.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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

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

## CITY COUNCIL COMMUNICATION

Meeting Date:	7/10/2023	Agenda Item:	City Council Boards, Commissions, and Committee Reports: A. Finance Committee meeting held June 26, 2023.
Attached you will find the reports from the above-mentioned Committees.			
City Manager: Joseph R. Pace		Date: Thursday, July 6, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

120 E. Caney Street ° Wharton, TX  
77488

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

## MEMORANDUM

Date: June 27, 2023

From: City Council Finance Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held June 26, 2023

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At the June 26, 2023, City Council Finance Committee Meeting, the Committee met and discussed the following items:

1. Review & Consider: Minutes from the meeting held on May 22, 2023.
2. Review & Consider: Extension of GFL Contract. No action was taken.
3. Review & Consider: Resolution: A resolution of the Wharton City Council approving the Interlocal Agreement with the Texas Health Benefits Pool for medical, long-term disability, life, accidental death & dismemberment, flexible spending account, health reimbursement account, and voluntary vision plans for city employees for October 1, 2023, to September 30, 2024, Fiscal Year; and Sun Life Financial for voluntary dental coverage for City employees; authorizing the Mayor of the City of Wharton to execute all documents relating to said contracts. The Committee voted to recommend this item to the City Council for consideration.
4. Review & Consider: Resolution: A resolution of the Wharton City Council approving an Interlocal Agreement with the Texas Municipal League-Intergovernmental Risk Pool (TML-IRP) for property & casualty and worker’s compensation coverage for the City of Wharton; authorizing the Mayor of the City of Wharton to execute all documents relating to said contract. 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:	7/10/2023	Agenda Item:	Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees: A. Resignations. B. Appointments. C. Vacancies.
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Attached you will find the list of people serving on the various City Boards, Commissions, and Committees. There are still vacancies that also need to be filled.

**Resignations:**

- A. Mr. Zac Henson from the Electrical Board.
- B. Mr. Tom Faust from the Plumbing and Mechanical Board.

**Appointments:**

- A. Mr. Oscar Uribe to the Electrical Board.
- B. Ms. Delia Gonzales to the Mayor’s Committee on People with Disabilities.
- C. Mr. Robert Sanchez to the Plumbing and Mechanical Board.

**Vacancies:**

- A. Building Standards Commission.
- B. Electrical Board.
- C. Mayor’s Committee on People with Disabilities.
- D. Plumbing and Mechanical Board.

City Manager: Joseph R. Pace	Date: Thursday, July 6, 2023
Approval: 	
Mayor: Tim Barker	

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

<b>WHARTON REGIONAL AIRPORT BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Jimmy Gardner	June 30, 2025	
Randy Rodriguez	June 30, 2025	
Bill Kingrey	June 30, 2025	
Larry David	June 30, 2024	
Jimmy Zissa	June 30, 2024	
Glenn Erdelt	June 30, 2024	

<b>BEAUTIFICATION COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Nancy Mata	June 30, 2024	
Lucy Cruz Alanis	June 30, 2024	
Rachel Roberson	June 30, 2024	
Barbie Fortenberry	June 30, 2025	
Adraylle Watson	June 30, 2025	
Debbie Folks	June 30, 2025	
Sheryl Joost	June 30, 2025	

<b>BUILDING STANDARDS COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Leonard Morales	June 30, 2025	
Vacant	June 30, 2025	
Vacant	June 30, 2025	
Paul Shannon	June 30, 2025	
Vacant	June 30, 2024	
Howard Singleton	June 30, 2024	
Shaun Stockwell	June 30, 2024	
Claudia Velasquez, Building Official - ExOfficio		
Jeff Gubbels - Health Officer-ExOfficio		
Hector Hernandez-Fire Marshall-ExOfficio		

<b>ELECTRICAL BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
Councilmember Burnell Neal	June 30, 2025	
Zac Henson	June 30, 2023	No
Philip Hamlin	June 30, 2024	
Milton Barbee	June 30, 2024	
Hector Hernandez- Fire Marshal		

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

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

Faye Evans	June 30, 2024	
Vacant	June 30, 2024	
Adraylle Watson	June 30, 2025	
Vacant	June 30, 2025	
Vacant	June 30, 2025	
Cheryl Lavergne	June 30, 2025	
Mayor Tim Barker- Ex Officio		
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<b>HEALTH OFFICER</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Dr. Jeff Gubbels, MD	June 30, 2024	
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<b>VETERINARIAN</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Dr. Cody Pohler, DVM	June 30, 2024	
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<b>MUNICIPAL COURT JUDGE</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Jared Cullar	June 30, 2025	
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<b>PLANNING COMMISSION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Johnnie Gonzales	June 30, 2025	
Rob Kolacny	June 30, 2025	
Michael Quinn	June 30, 2025	
Marshall Francis	June 30, 2024	
Adraylle Watson	June 30, 2024	
Michael Wootton	June 30, 2024	
Joel Williams	June 30, 2024	
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<b>PLUMBING AND MECHANICAL BOARD</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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A. J. Rath	June 30, 2024	
Tom Faust	June 30, 2023	No
Vacant	June 30, 2024	
Robert Sanchez	June 30, 2023	Yes
Vacant	June 30, 2024	
Claudia Velasquez, Building Official - ExOfficio		
Public Works Director Anthony Arcidiacono- Ex Officio		
Mayor Tim Barker - Ex Officio		
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<b>WHARTON ECONOMIC DEVELOPMENT CORPORATION</b>	<b>TWO YEAR TERM</b>	<b>Reappointment</b>
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Michael Wootton	September 30, 2024	
Alice Heard Roberts	September 30, 2024	
Freddie Pekar	September 30, 2024	
Larry Pittman (Councilmember)	September 30, 2024	
Russell Machann- (Councilmember)	September 30, 2023	
Andrew Armour	September 30, 2023	
Michael Roberson	September 30, 2023	

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


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**ANNEXATION COMMITTEE**


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Tim Barker  
Russell Machann  
Don Mueller

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**FINANCE COMMITTEE**


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Russell Machann  
Larry Pittman  
Tim Barker

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**HOUSING COMMITTEE**


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Terry Freese  
Russell Machann  
Burnell Neal

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**INTERGOVERNMENTAL RELATIONS COMMITTEE**


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Terry Freese  
Tim Barker  
Larry Pittman

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**LEGISLATIVE COMMITTEE**


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Tim Barker  
Larry Pittman  
Steven Schneider

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**PUBLIC HEALTH COMMITTEE**


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Terry Freese  
Larry Pittman  
Russell Machann

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**PUBLIC SAFETY COMMITTEE**


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Larry Pittman  
Terry Freese  
Don Mueller

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**PUBLIC WORKS COMMITTEE**


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Terry Freese  
Don Mueller  
Burnell Neal

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**TELECOMMUNICATIONS COMMITTEE**


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Burnell Neal  
Terry Freese  
Don Mueller

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


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Tim Barker  
Steven Schneider  
Larry Pittman

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**ECONOMIC DEVELOPMENT COMMITTEE**


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Tim Barker  
Burnell Neal  
Russell Machann

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**PARKS AND RECREATION COMMITTEE**


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Steven Schneider  
Russell Machann  
Terry Freese



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

Date: June 22, 2023  
From: Shaniah Fisher, Building Official Assistant  
To: Electrical Board  
Subject: Appointment to vacant position

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Effective June 30,2023 it is recommended Mr. Oscar Uribe, current Area Consultant for CenterPoint Energy, be appointed to the vacant position on the Electrical Board. Mr. Oscar Uribe has taken the position with CenterPoint previously held on the Electrical board by Mr. Zachary Henson.

If you have any questions, please contact me at City Hall (979) 532-4811, Ext. 230.



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

Date: June 22, 2023  
From: Shaniah Fisher, Building Official Assistant  
To: Electrical Board  
Subject: Expiration of Term

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Committee Member Zachary Henson is no longer the CenterPoint representative for the Wharton area. Mr. Henson's term will not be renewed effective June 30,2023. I have attached Oscar Uribe's recommended appointment as the local CenterPoint representative for the Electrical board.

If you have any questions, please contact me at City Hall (979) 532-4811, Ext. 230.



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

Date: June 22, 2023  
From: Shaniah Fisher, Building Official Assistant  
To: Plumbing & Mechanical Board  
Subject: Expiration of Term

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Board Member Tom Faust has requested not to renew his term on the Plumbing and Mechanical Board effective June 30, 2023. I have attached Mr. Faust's emailed notice stating his request.

If you have any questions, please contact me at City Hall (979) 532-4811, Ext. 230.



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

Date: June 22, 2023  
From: Shaniah Fisher, Building Official Assistant  
To: Plumbing & Mechanical Board  
Subject: Renewal of Term

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Board Member Robert Sanchez has expressed a willingness to renew his term on the Plumbing and Mechanical Board effective June 30, 2023.

If you have any questions, please contact me at City Hall (979) 532-4811, Ext. 230.



# City of Wharton

120 E. Caney • Wharton, TX 77488  
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## MEMORANDUM

**DATE:** June 30, 2023  
**FROM:** Shaniah Fisher, Building Official Assistant  
**TO:** Joseph Pace, City Manager  
**SUBJECT:** Appointment to vacant position

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The Mayor's Committee on People with Disabilities is suggesting that the Mayor and City Council consider appointing Mrs. Delia Gonzales to fill in the vacant position on the Mayor's Committee on People with Disabilities. Mrs. Gonzales has expressed an interest in joining the committee.

If you have any questions, please contact me at City Hall (979) 532-4811, Ext. 230.