



**CITY OF WHARTON
CITY COUNCIL REGULAR MEETING**

**Monday, February 12, 2024
7:00 PM**

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

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

Notice is hereby given that a City Council Regular Meeting will be held on Monday, February 12, 2024, at 7:00 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

SEE ATTACHED AGENDA

Dated this 8th day of February 2024.

By: 
Tim Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Regular Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on February 8, 2024, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 8th day of February 2024.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
City Council Regular Meeting
Monday, February 12, 2024
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 January 8, 2024, and January 22, 2024.
2. Request from Mr. Burnell Neal to relocate a house to a new property that will cross a portion of City-owned property.
3. Request from Mr. Jon Cochrum for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3)(b) harvest to grow hay permit application after the December 31st deadline.
4. Request from Mr. Jason Stavena for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3) (b) hay lot approval before December 31st and Section 34-51 (3) (c) requirements to grow and harvest hay for under five acres and single ownership.
5. Request from Mr. David Bowlin, on behalf of A2J Construction, LLC, for a temporary variance of Chapter 38 Manufactured Housing, Mobile Homes & Travel Trailers; Article II Requirements concerning Mobile Homes, Manufactured Housing and Recreational Vehicles; Division 3 – Recreational Vehicles for temporary placement of a travel trailer at 500 Abell Street.
6. Request from Ms. Elizabeth Ewing on behalf of 902 W. Milam St., Wharton, Block 62, Lot 10 for a variance to encroach the alleyway between the leased property and the CenterPoint property.
7. Request from Ms. Latoya Williams of 120 W. Mulberry Ave., Hawes, Block 6, Lot 12 & 13 for a variance to build over the property line of 2 adjoining lots for new residential construction.
8. Request from Mr. Richard Lockley of Wharton Feed and Supply for a fee waiver of a temporary certificate of occupancy.


9. Request from the Wharton County Farmers Market for the following:
- A. Use of Riverfront Park for the Wharton County Farmers Market for the Spring Market from March 16, 2024, through July 13, 2024, and Fall Market from September 28, 2024, through December 21, 2024.
 - B. Allow glass containers.
 - C. Waive all park fees.
 - D. Allow placement of off-premises outdoor advertising display signs.
10. Request from the Beautification Commission for approval of the Rules for the Santa Fe Trail Dog Park.
11. Resolution: A resolution of the Wharton City Council authorizing the submission of an application to the Governor’s Office Criminal Justice Division to replace in-car cameras for the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said submission.
12. Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2022-110 and approving new rates for Emergency Medical Services.
13. Resolution: A resolution of the Wharton City Council awarding a contract for the Wharton Police Department Roof Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
14. City of Wharton Proficiency Allowances:
- A. Resolution: A resolution of the Wharton City Council updating the proficiency allowance for the City of Wharton Employees.
15. Resolution: A resolution of the Wharton City Council approving a revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code for the Failure to Appear Program with the Wharton Municipal Court and to authorize the Mayor of the City of Wharton to execute a revised interlocal cooperation contract with the Texas Department of Public Safety.
16. Scope of Qualifications for the City of Wharton CDBG-DR Buyout Program Demolition Services funded and administered through the Texas General Land Office (GLO) Administration.
17. Resolution: A resolution of the Wharton City Council approving Change Order No. 10, for additional contract time with Weisinger, Inc., for the Wharton Well and Water Plant Project and authorizing the Mayor to execute all documents related to said change order.
18. Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees:
- A. Resignations.
 - B. Appointments.
 - C. Vacancies.

19. City Council Boards, Commissions, and Committee Reports:
A. Finance Committee meeting held January 22, 2024.

Adjournment.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Reading of the minutes from the regular meetings held January 8, 2024, and January 22, 2024.
<p>Attached you will find the draft minutes from the regular meetings held January 8, 2024, and January 22, 2024.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL REGULAR MEETING
JANUARY 08, 2024**

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, Burnell Neal, led the opening devotion, and Mayor, Tim Barker led the pledge of allegiance.

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

Councilmembers absent were: Larry Pittman.

Staff members present were: City Manager, Joseph R. Pace; City Attorney, Paul Webb; Finance Director, Joan Anandel; Assistant City Manager, Paula Favors, TRMC, CPM, MMC, IPMA-CP; Assistant to the City Manager, Brandi Jimenez; Planning and Development Director, Gwyn Teves; Police Chief, Terry David Lynch, and Fire Chief, Hector Hernandez.

Visitors present were: Ryan Salazar; Tommy L. Wells; Bubba Carroll; Jim Maddox; Bryan Jarrard with Jarrard Development 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, Terry Freese, seconded the motion. All voted in favor.

Public Comments.

Mayor, Tim Barker, called for Public Comments.

Wharton Moment.

Mayor, Tim Barker, called for Wharton Moments.

Public Hearing

1. Public Hearing #1: Proposed Annexation

The proposed annexation of certain properties owned by the City of Wharton is listed below:

51.6733 acres of land in the Randal Jones 1/2 League, Abstract No. 36, Partially in the City of Wharton, Wharton County, Texas. This will be the only public hearing required to annex the property as requested by Wharton 55, LLC.

Mayor Tim Barker opened the Public Hearing #1 at 7:03 p.m.

1. Tommy Wells addressed the City Council regarding his concerns with the proposed annexation and how it would impact the City.
2. Bryan Jarrard discussed the impacts of the future development on the City of Wharton.
3. Ryan Salazar addressed the City Council regarding the 2017 flood and how property elevation is going to change the area.

Mayor, Tim Barker, closed the Public Hearing at 7:19 p.m.

Review and Consider:

The first item on the agenda was to review and consider the reading of the minutes from the regular meeting held on December 11, 2023. After some discussion, Councilmember, Russell Machann, moved to approve the reading of the minutes from the regular meetings held December 11, 2023. Councilmember, Terry Freese, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider the City of Wharton Financial Report for November 2023. Finance Director, Joan Andel presented the City of Wharton Financial Report for the month of November 2023. After some discussion, Councilmember, Russell Machann, moved to approve the City of Wharton Financial Report for November 2023. Councilmember, Burnell Neal, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider a request from Ms. Joan Hawes to address the City Council regarding a variance for a hay permit and also obtaining said hay permit after the date of December 31, 2023. Building Official Claudia Velasquez presented a copy of a memorandum regarding a request from Ms. Joan Hawes for a variance for a hay permit and information for each property, the percentage of each individual's ownership, and maps. After some discussion, Councilmember, Terry Freese, moved to approve the request from Ms. Joan Hawes for a variance for one year for a hay permit and also for obtaining a hay permit after the date of December 31, 2023. Councilmember, Russell Machann, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider a resolution of the Wharton City Council approving a written service agreement with the property owners of Wharton 55, LLC for the provision of services under Local Government Code 43.0672; and authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement. City Secretary Paula Favors presented a copy of her memorandum stating it was required that a City that wants to annex an area of land until Subchapter C-3. Annexation of Area on Request of Owners, under the Local Government Code, must first negotiate and enter into a written agreement with the owners of the land in the area. Mrs. Favors stated Wharton 55, LLC had requested that a certain 51.6733 acres of land in the Randal Jones 1/2 League, Abstract No. 36, Partially in the City of Wharton, Wharton County, Texas be annexed by the City. She said that the property owners had also agreed to the City of Wharton Annexation Agreement of Services. City Secretary Favors stated Assistant City Attorney, Amy Rod, reviewed the City of Wharton Annexation Agreement of Services and was recommending the City Council consider approving it. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-01, which read as follows:

CITY OF WHARTON

RESOLUTION NO. 2024-01

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A WRITTEN SERVICE AGREEMENT WITH THE PROPERTY OWNERS OF WHARTON 55, LLC FOR THE PROVISION OF SERVICES UNDER LOCAL GOVERNMENT CODE 43.0672; AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, the City of Wharton wishes to enter into a written service agreement with the property owners of Wharton 55, LLC for a certain 51.6733 acres of land in the Randal Jones 1/2 League, Abstract No. 36, Partially in the City of Wharton, Wharton County, Texas; and

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

WHEREAS, the City of Wharton; and the owners of Wharton 55, LLC for a certain 51.6733 acres of land in the Randal Jones 1/2 League, Abstract No. 36, Partially in the City of Wharton, Wharton County, Texas, are in agreement with City of Wharton Annexation Agreement of Services, attached as Exhibit "A"; and

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

Section I. That the Wharton City Council hereby approves the written service agreement with the property owners of Wharton 55, LLC for the provision of services under Local Government Code 43.0672.

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

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

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

Passed, Approved, and Adopted this 8th day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The fifth item on the agenda was to review and consider an ordinance annexing the hereinafter described territory, owned by the City of Wharton, Wharton County, Texas, and extending the boundary limits of said City so as to include said hereinafter described property within said City limits, and granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of said City, and adopting a service plan. City Secretary, Paula Favors, stated that during the regular November 27, 2023, regular Wharton City Council meeting, the City Council accepted a petition for voluntary annexation from Wharton 55, LLC. Mrs. Favors said the first and only public hearing was held during this regular January 8, 2024, Wharton City Council meeting, and since the requirements of the public hearing have been satisfied, the City Council could consider the ordinance annexing the properties owned by the City of Wharton listed below:

1. 51.6733 acres of land in the Randal Jones 1/2 League, Abstract No. 36, Partially in the City of Wharton, Wharton County, Texas.

After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Ordinance No. 2024-01, which read as follows:

**CITY OF WHARTON
ORDINANCE NO. 2024-01**

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

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

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

1. 51.6733 acres of land in the Randal Jones 1/2 League, Abstract No. 36, Partially in the City of Wharton, Wharton County, Texas. (Exhibit A).

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

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

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

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

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

PASSED, APPROVED, and ADOPTED by the City Council of the City of Wharton, Texas, on the 8th day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

APPROVED AS TO FORM:

PAUL WEBB
City Attorney

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

The sixth item on the agenda was to review and consider proposed City of Wharton Write-Offs:

- A. City of Wharton EMS.
- B. Utilities.

A. City of Wharton EMS.

Finance Director, Joan Anandel, presented a copy of the memorandum dated December 20, 2023, recommending the write-offs for the EMS accounts.

B. Utilities.

Finance Director, Joan Anandel, presented a copy of the memorandum dated December 20, 2023, indicating the Utility Department's request for the uncollected balances for the Fiscal Year 2022–2023 to be written off due to non-payment. Mrs. Anandel stated the City Council Finance Committee met on Monday, January 8, 2024, and recommended the City Council consider approving the proposed write-offs for the EMS and Utility Departments. After some discussion, Councilmember, Russell Machann, moved to approve the City of Wharton Write-Offers for City of Wharton EMS and Utilities. Councilmember, Don Mueller, seconded the motion. All voted in favor.

The seventh item on the agenda was to review and consider an ordinance approving an Amendment to the City of Wharton, Texas, Budget for the 2022-2023 Fiscal Year. City of Wharton Finance Director, Joan Anandel, presented a copy of a memorandum from her regarding the amendment to the City of Wharton, Texas, Budget for the 2022-2023 Fiscal Year. After some discussion, Councilmember, Steve Schneider, moved to approve City of Wharton Ordinance No. 2024-02, which read as follows:

**CITY OF WHARTON, TEXAS
ORDINANCE NO. 2024-02**

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE CITY OF WHARTON, TEXAS, BUDGET FOR
THE 2022-2023 FISCAL YEAR.**

WHEREAS, The City Council of the City of Wharton, Texas finds and determines it necessary to revise the 2022-2023 Budget to better reflect actual revenues and expenditures in operations and activities during the fiscal year; and,

WHEREAS, The City Council finds and determines that these adjustments to the budget are for municipal purposes.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Wharton, Texas that the 2022-2023 Budget be amended as per Attachment "A"; and is adopted by the following favorable majority of votes of the members of the City Council of the City of Wharton, Texas in a duly assembled city council meeting by the following majority:

Burnell Neal Voted YES
Councilmember District No. 1

Steven Schneider Voted YES
Councilmember District No. 2

Terry Freese Voted YES
Councilmember District No. 3

Donald Mueller Voted YES
Councilmember District No.4

Russell Machann Voted YES
Councilmember at Large No. 5

Larry Pittman Absent
Councilmember at Large No. 6

Tim Barker Voted YES
Mayor

Separability

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

Passage and Approval

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, this 8th day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

APPROVED AS TO FORM:

ADMISSION:

PAUL WEBB
City Attorney

JOAN ANDEL
Director of Finance

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

The eighth item on the agenda was to review and consider the City of Wharton Vehicle Purchase:

A. Resolution: A resolution of the Wharton City Council rescinding Resolution 2023-102.

Finance Director, Joan Andel, stated that on November 27, 2023, the City Council approved Resolution No. 2023-102. Mrs. Andel said this resolution was to enter into a lease agreement with Enterprise Fleet Management for the Public Works Department, Code Enforcement Department, and the Police Department but after further review, it was necessary to purchase Police Department Vehicles directly from an outside source and not through a lease program. She said that the City Staff would like the City Council to rescind Resolution No. 2023-102 and approve the draft resolution to enter into a lease agreement with Enterprise Fleet Management for only the Public Works Department and the Code Enforcement Department. After some discussion, Councilmember, Russell Machann, moved to approve the aforementioned item A and City of Wharton Resolution No. 2024-02, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-02**

A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING RESOLUTION 2023-102.

WHEREAS, The Wharton City Council wishes to rescind Resolution 2023-102; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute any and all documents related to the rescindment of Resolution 2023-102.

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 rescinds Resolution 2023-102.

Section II. That the Mayor of the City of Wharton is hereby authorized to execute any and all documents related to said rescindment of Resolution 2023-102.

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

PASSED, APPROVED, and ADOPTED this 8th day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

- B. Resolution: A resolution of the Wharton City Council authorizing the Mayor of the City of Wharton to enter into a Lease Agreement with Enterprise Fleet Management, Inc. for the Public Works Department and Code Enforcement Department and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.

After some discussion, Councilmember, Terry Freese, moved to table item B. to allow City Staff more time to look into better options. Councilmember, Burnell Neal, seconded the motion. All voted in favor.

The ninth item on the agenda was to review and consider a resolution of the Wharton City Council authorizing the City Manager to purchase two (2) patrol vehicles and one (1) CID vehicle from Caldwell Country through the Buy Board Cooperative Purchasing Program. Police Chief, Terry David Lynch, stated that on November 27, 2023, the City Council approved Resolution No. 2023-102. Chief Lynch said that this resolution was to enter into a lease agreement with Enterprise Fleet Management for the Public Works Department, Code Enforcement Department, and the Police Department. He said that after further review, it was necessary to purchase Police Department Vehicles directly from an outside source and not through a lease program. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-04, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-04**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) PATROL VEHICLES AND ONE (1) CID VEHICLE FROM CALDWELL COUNTRY THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, The Wharton City Council has appropriated funds for the purchase of two (2) patrol vehicles and one (1) CID vehicle from Caldwell Country through the Buy Board Cooperative Purchasing Program; and,

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

WHEREAS, The Wharton City Council wishes to authorize the City Manager to purchase two (2) marked 2024 Ford Explorers in the amount of \$140,310.00 and one (1) 2024 Chevrolet Silverado Pickup CID vehicle in the amount of \$46,980.00 from Caldwell Country through Buy Board Cooperative Purchasing Program; and,

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

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

SECTION I. The Wharton City Council hereby authorizes the City Manager to purchase two (2) marked 2024 Ford Explorers in the amount of \$140,310.00 and one (1) 2024 Chevrolet Silverado Pickup CID vehicle in the amount of \$46,980.00 from Caldwell Country through Buy Board Cooperative Purchasing Program.

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

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

PASSED AND APPROVED this 8th day of January 2024.

CITY OF WHARTON

TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The tenth item on the agenda was to review and consider a resolution of the Wharton City Council accepting a donation from Nan Ya Plastics Corporation USA to the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said donations. Police Chief, Terry David Lynch, presented a copy of his memorandum regarding a donation from Nan Ya Plastics Corporation USA to the Wharton Police Department in the amount of \$7,000.00 to be used towards equipment. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-05, which read as follows;

**CITY OF WHARTON
RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE WHARTON CITY COUNCIL ACCEPTING A DONATION
FROM NAN YA PLASTICS CORPORATION USA TO THE WHARTON POLICE**

DEPARTMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID DONATIONS.

WHEREAS, The Wharton Police Department has received a donation from Nan Ya Plastics Corporation USA in the amount of \$7,000.00 to be used for equipment; and,

WHEREAS, The City of Wharton City Council wishes to accept said donation from Nan Ya Plastics Corporation USA; and,

WHEREAS, The said donation will cover the cost of equipment; 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 donation from Nan Ya Plastics Corporation USA in the amount of \$7,000.00.

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 8th day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The eleventh item on the agenda was to review and consider a resolution of the Wharton City Council authorizing the purchase of a transfer switch for the Wharton Fire Department and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase. Fire Chief, Hector Hernandez, stated the transfer switch for the backup generator at the Fire Station is out of service. Chief Hernandez said the City Staff received one quote from

Waukesha-Pearce Industries in the amount of \$14,496.00 to replace the transfer switch. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-06, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-06**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A TRANSFER SWITCH FOR THE WHARTON FIRE DEPARTMENT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, The transfer switch at the Fire Department is out of service for the backup generator; and,

WHEREAS, The total cost of the transfer switch is \$14,496.00; and,

WHEREAS, The Wharton City Council wishes to approve the purchase of a transfer switch for the Wharton Fire Department in the amount of \$14,496.00; and,

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

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

Section I. The Wharton City Council hereby authorizes the City Manager of the City of Wharton to execute all documents related to the purchase of a transfer switch for the Wharton Fire Department in the amount of \$14,496.00.

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

Passed, Approved, and Adopted this 8th day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

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

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

After some discussion, no action was taken.

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

- A. Tax Increment Reinvestment Zone No. 1 Board of Directors meeting held December 11, 2023.

After some discussion, no action was taken.

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

**MINUTES
OF
CITY OF WHARTON
CITY COUNCIL REGULAR MEETING
JANUARY 22, 2024**

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, Burnell Neal, led the opening devotion, and Mayor, Tim Barker led the pledge of allegiance.

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

Councilmembers absent were: None.

Staff members present were: City Manager, Joseph R. Pace; City Attorney, Paul Webb; Finance Director, Joan Anandel; Assistant City Manager, Paula Favors, TRMC, CPM, MMC, IPMA-CP; Assistant to the City Manager, Brandi Jimenez; Planning and Development Director, Gwyn Teves; Emergency Management Coordinator, Lt. Ben Guanajuato; Public Works Director, Roderick Semien, Patrol Lt. Lance Bothell; Police Chief Terry David Lynch; Crime Victims Officer, Jessica Dittrich, and Code Enforcement Officer, Nathan Vogt.

Visitors present were: Ryan L. Salazar; Sheryl Joost, and Sam Scinta, Jr. with the Wharton Journal Spectator.

Roll Call and Excused Absences.

All Councilmembers were present.

Public Comments.

Mayor, Tim Barker, called for Public Comments.

Wharton Moment.

Mayor, Tim Barker, called for Wharton Moments.

Review and Consider:

The first item on the agenda was a presentation to Harold Matula for 38 years of service to the City of Wharton. Mayor Barker presented Mr. Matula for his service to the City of Wharton and thanked him for his years of service.

The second item on the agenda was to review and consider the City of Wharton Financial Report for December 2023. Finance Director, Joan Anandel presented the City of Wharton Financial Report for the month of December 2023. After some discussion, Councilmember, Russell Machann,

moved to approve the City of Wharton Financial Report for December 2023. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider the City of Wharton Municipal Election 2024: Ordinance: An ordinance ordering a City Officer's Election to be held as a joint election with Wharton County Elections Department for the purpose of electing the positions of Mayor and Councilmembers; Providing for the date, time, and place of the election, Notice of the Election, Filing Applications; Drawing for Ballot Positions, Use of Accessible Voting System, Appointment of Election Workers, Early Voting and Making Election Returns.

Una ordenanza ordenando una eleccion de funcionarios de la ciudad a celebrarse de forma conjunta con el departamento de elecciones alcalde y del condado de Wharton con el proposito de elegir puestos de concejales; asignando la fecha, Horas, Y presentacion de solicitudes, sorteo para lugares en la balota, use de sistema de votacion accesible, Nombramiento de los trabaj adores de la eleccion, votacion anticipada, Y entrega de los resultados de la eleccion.

City Secretary, Paula Favors, presented a draft copy of the ordinance, in English and Spanish versions as required by law, ordering a City's Officer's Election to be held as a joint election with the Wharton County Elections Department. Mrs. Favors stated the City Council positions that were up for election are four (4) City Council positions, which are Mayor-At-Large, District No.'s 2, 4, & 6 At-Large. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Ordinance No. 2024-03a and 2024-03b, which read as follows:

**CITY OF WHARTON, TEXAS
ORDINANCE NO. 2024-03**

AN ORDINANCE ORDERING A CITY OFFICERS ELECTION TO BE HELD AS A JOINT ELECTION WITH WHARTON COUNTY ELECTIONS DEPARTMENT FOR THE PURPOSE OF ELECTING THE POSITIONS OF MAYOR AND COUNCILMEMBERS; PROVIDING FOR THE DATE, TIME, AND PLACE OF THE ELECTION, NOTICE OF THE ELECTION, FILING APPLICATIONS, DRAWING FOR BALLOT POSITIONS, USE OF ACCESSIBLE VOTING SYSTEM, APPOINTMENT OF ELECTION WORKERS, EARLY VOTING, AND MAKING ELECTION RETURNS.

BE IT ORDAINED by the City Council of the City of Wharton, Texas:

"Section 32 of the City Charter provides that regular elections to elect members of the city council shall be held on the first Saturday of May each year. At the regular election in each even-numbered year, the voters shall elect a mayor and three councilmen. At the regular election in each odd-numbered year, the voters shall elect three (3) councilmen. The mayor and councilmen shall serve for terms and numbered places as provided in Article II of this charter. The city council may, by ordinance or resolution, order special elections, fix the dates, give notice, and provide all means for holding such special elections."

Joint Election

Wharton County Elections Department will be conducting the duties as described in the Joint Election Agreement.

Position

An election shall be held in the City of Wharton, Texas, for the purpose of electing the following officials for the City:

- Mayor – At Large
- Councilmember – District No. 2
- Councilmember - District No. 4
- Councilmember at Large - Place No. 6

Date

An election shall be held in the City of Wharton, Texas, on **May 4, 2024**.

Time

The polls shall open for voting at **7 a.m.** and shall close at **7 p.m.**

Location

The election shall be held at:

LOCATION OF POLLING PLACE (UBICACIÓN DEL LUGAR DE VOTACIÓN)

- | | |
|--|--|
| Wharton Civic Center – Duncan Auditorium | 1924 N. Fulton St. Wharton, Texas 77488 |
| Wharton County Library – El Campo Branch | 200 W. Church. El Campo, Texas 77437 |
| Wharton County Library – East Bernard Branch | 746 Clubside Drive East Bernard, Texas 77435 |

Notice of City Officers' Election

The Mayor shall cause a notice by publication of this election to be published at least once in a newspaper that is published in the City of Wharton, Texas, and that is in the jurisdiction of the City of Wharton, Texas, which publication shall be not earlier than the **30th day** nor later than the **10th day** before election day.

The Mayor shall also give notice of the election by causing a copy of the notice of election to be posted not later than the **21st day** before election day on the bulletin board located at the City Hall, 120 East Caney, Wharton, Texas, and used for posting notices of meetings of the Wharton City Council. The notice shall include the location of the polling place.

Eligibility to Vote

The election shall be held in accordance with the Election Code of the State of Texas. Only qualified resident voters of the City of Wharton, Texas, shall be eligible to vote in the election.

Candidate Names

The City Secretary shall, in accordance with the terms and provisions of the Texas Election Code, order the candidate names to be printed on the ballots for said General Election.

Filing

Candidates must file applications for a place on the ballot with the City Secretary of the City of Wharton, Texas, beginning on **January 17, 2024**, and continuing through **5:00 p.m.** on **February 16, 2024**. A declaration of write-in candidacy must be filed no later than **5:00 p.m.** on **February 20, 2024**.

Candidates for City Councilmember must designate the position filed for either Mayor – At Large, Councilmember – District No. 2, Councilmember - District No. 4, or Councilmember at Large - Place No. 6.

Drawing for Ballot Positions

On February 22, 2024, at 10:00 a.m., a drawing will take place in the office of the City Secretary for the purpose of determining the order of the candidates' names as they are to appear on the ballot.

The City Secretary shall post a notice of the date, hour, and place of the drawing and this notice shall remain posted continuously for at least 72 hours immediately preceding the scheduled time of the drawing.

Ballots

Paper ballots shall be used for the purposes of provisional and mail-out for early voting and provisional for election day.

Accessible Voting System

Section 61.012 of the Texas Election Code requires that the City of Wharton must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote BMD voting machines are an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements

for contracts relating to the acquisition of such voting systems. The City of Wharton shall lease or rent from the County of Wharton as authorized by Section 123.032.

The City of Wharton hereby adopts for use in Early Voting and Election Day Voting the ExpressVote BMD voting machines as approved by the Secretary of State to comply with HAVA requirements.

Elections Recording Management Tabulation System

The City of Wharton shall lease or rent from the County the ERM (Elections Recording Management) systems for tabulation purposes if needed.

Election Officers

The Wharton County Elections Department (WCED) will be responsible for the appointment of the presiding judge and alternate judge. The following-named persons are appointed officers for the election:

Early Voting Presiding Judge: Lorna Kaiser
Early Voting Alternate Presiding Judge: Bertha Abraham

Election Day Presiding Judge: Melvin Sands
Election Day Alternate Judge: Lorna Kaiser

WCED shall arrange the training. WCED is responsible for notifying the election presiding and alternate judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that the presiding and alternate judges appointed are eligible to serve. The presiding judge, with the assistance from WCED, will be responsible for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.

Early Voting

Wharton County Elections Administrator is Cindy Richter appointed early voting clerk and is authorized to appoint other deputies to serve as early voting clerks.

The early voting by personal appearance for the above-designated election shall take place at:

EARLY VOTING LOCATION (*Ubicación de las casillas electorales de votación anticipada*)

Wharton County Library – El Campo Branch – Mayors room	200 W. Church, El Campo, Texas 77437
Wharton County Annex D, Classroom 115	315 E. Milam Street Wharton, Texas 77488
Wharton County Library – East Bernard	746 Clubside Drive East Bernard, Texas 77435

The place for early voting shall remain open on each day that is not a Saturday, Sunday, or an official state holiday, between the hours of **8 a.m.** and **5 p.m.**, beginning on **April 22, 2024**, and continuing through **April 26, 2024; Monday, April 29, 2024**, and continuing through **Tuesday, April 30, 2024**, between the hours of **7 a.m.** to **7 p.m.**

Voters may send ballot applications and mailed ballots to the Wharton County Elections Administrator's office at P.O. Box 390, Wharton, TX 77488.

Early Voting Ballot Board

An Early Voting Ballot Board is hereby established for the purpose of early voting results. Wharton County Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. Wharton County Elections Administrator shall act as Early Voting Ballot Board Clerk.

Compensation for Election Officials and Clerks

The election officials and clerks shall be compensated in the following manner:

The Election Judge for the May 4, 2024, General Election shall be paid \$9.25 per hour. The Election Judge shall also be paid \$25.00 for delivering the precinct records, keys to the ballot box or other election equipment, and unused election supplies after the election.

The Alternate Judge for the May 4, 2024, General Election shall be paid \$8.75 per hour.

The Election Clerk(s) for the May 4, 2024 General Election shall be paid \$8.75 per hour.

Writ of Election

Wharton County Elections Administrator shall deliver to the above-appointed presiding judge for the election not later than the **15th day** before election day.

Returns

"Section 41 of the City Charter provides that city elections shall be canvassed within one (1) week after the election; however, pursuant to changes in the Texas Election Code, Section 67.003, the local canvass shall convene not earlier than the third day or later than the 11th day after the election day." The period for official canvass shall be from May 7 – 15, 2024. The officers holding the election shall make returns of the results thereof to the Mayor of this City, as required by the Election Code of the State of Texas.

Order

The City Council of the City of Wharton, Texas, shall order the election, in accordance with the foregoing provisions.

Severability

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

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

Passage and Approval

PASSED AND APPROVED by the City Council of the City of Wharton, Texas, on this 22nd day of January 2024.

CITY OF WHARTON, TEXAS

ATTEST:

By: _____
TIM BARKER
Mayor

PAULA FAVORS
City Secretary

APPROVED AS:

PAUL WEBB
City Attorney

**CIUDAD DE WHARTON, TEXAS
ORDENANZA N° 2024-03B**

UNA ORDENANZA ORDENANDO UNA ELECCIÓN DE FUNCIONARIOS DE LA CIUDAD A CELEBRARSE DE FORMA CONJUNTA CON EL DEPARTAMENTO DE ELECCIONES DEL CONDADO DE WHARTON CON EL PROPÓSITO DE ELEGIR PUESTOS DE ALCALDE Y CONCEJALES; ASIGNANDO LA FECHA, HORAS, Y LUGAR DE LA ELECCIÓN, EL AVISO DE LA ELECCIÓN, PRESENTACION DE SOLICITUDES, SORTEO PARA LUGARES EN LA BALOTA, USO DE SISTEMA DE VOTACIÓN ACCESIBLE, NOMBRAMIENTO DE LOS TRABAJADORES DE LA ELECCION, VOTACIÓN ANTICIPADA, Y ENTREGA DE LOS RESULTADOS DE LA ELECCION.

El Consejo Municipal de La Ciudad De Wharton, Texas, ORDENA:

“La Sección 32 de la Carta Constitutiva establece que se realicen elecciones ordinarias para elegir concejales el primer sábado de mayo de cada año. En la elección regular de cada año par, los votantes elegirán un alcalde y tres concejales. En la elección regular de cada año impar, los votantes elegirán tres (3) concejales. El alcalde y los concejales desempeñarán sus puestos durante el periodo de tiempo y en los lugares numerados según

se establece en el Artículo II de esta carta. El consejo municipal puede, ya sea por medio de una ordenanza o de una resolución, ordenar elecciones especiales, fijar las fechas, dar aviso y ofrecer todos los medios para realizar tales elecciones especiales”

Elección conjunta

El Departamento de elecciones del condado de Wharton realizará las obligaciones descritas en el Acuerdo de Elección Conjunta.

Puesto

Se celebrará una elección en la ciudad de Wharton, Texas, con el propósito de elegir a los siguientes oficiales de la Ciudad:

- Alcalde: de forma irrestricta
- Concejal - Distrito No. 2
- Concejal – Distrito No. 4
- Concejal de forma irrestricta – Posición No. 6

Fecha

Se celebrará una elección en la ciudad de Wharton, Texas, el **4 de mayo de 2024**.

Horas

Los lugares de votación abrirán para votar a las **7:00 a.m.** y se cerrarán a **las 7:00 p.m.**

Lugar

La elección se celebrará en el Auditorio Duncan del Centro Cívico de Wharton, 1924 N. Fulton Street, Wharton, Texas 77488, Biblioteca del Condado de Wharton – Sucursal El Campo 200 W. Iglesia. El Campo, Texas 77437 y Biblioteca del condado de Wharton – East Bernard Branch 746 Clubside Drive East Bernard, Texas 77435.

Aviso de elección de oficiales municipales

El Alcalde anunciará el aviso de la elección mediante la publicación del aviso por lo menos una vez en un periódico publicado en la ciudad de Wharton, Texas, y que esté en la jurisdicción de la ciudad de Wharton, Texas, cuya publicación no sea anterior a **30 días** antes ni posterior a **10 días** antes de la fecha del día de la elección.

El Alcalde también anunciará el aviso de la elección mediante la publicación del aviso en el tablero de anuncios ubicado en la Alcaldía, 120 East Caney, Wharton, Texas, utilizado para publicar los avisos de las reuniones del Concejo Municipal de Wharton no después de **21 días** antes de la elección. El aviso contendrá la ubicación del lugar de la votación.

Elegibilidad para votar

La elección se realizará de acuerdo con el Código de Elecciones del estado de Texas. Solamente los electores capacitados de la ciudad de Wharton, Texas, serán elegibles para votar en la elección.

Nombres de los candidatos

La Secretaria Municipal de acuerdo con los términos y disposiciones del Código de Elecciones del estado de Texas ordenará que los nombres de los candidatos sean impresos en las balotas para dicha Elección General.

Período de presentación

Los candidatos deben presentar sus solicitudes para un lugar en la balota a la Secretaria Municipal de la Ciudad de Wharton, Texas, a partir del **17 de enero de 2024** y continuando hasta las **5:00 de la tarde del 16 de febrero de 2024**. La declaración de solicitud de candidato anotado se debe presentar no más tarde de las 5:00 de la tarde del **20 de febrero de 2024**.

Los candidatos para concejales municipales deben designar el puesto al que se están postulando, ya sea para Alcalde de forma irrestricta, para concejal- Distrito No. 2, concejal - Distrito No. 4, concejal - Distrito No. 6 de forma irrestricta.

Sorteo para los lugares en las balotas

El 22 de febrero de 2024, a las 10:00 de la mañana se celebrará un sorteo en las oficinas de la Secretaria Municipal con el propósito de determinar el orden en que los nombres de los candidatos se imprimirán en la balota.

La Secretaria Municipal publicará el aviso de la fecha, hora y lugar del sorteo y este aviso deberá permanecer anunciado continuamente por lo menos las 72 horas inmediatamente anteriores a la hora programada para tal sorteo

Balotas

Se usarán balotas de papel con los propósitos de los votos provisionales y por correo para la votación anticipada y provisionales para el día de la elección.

Sistema de votación Accesible

La sección 61.012 del Código de Elecciones de Texas requiere que la Ciudad de Wharton deberá ofrecer al menos un sistema de votación accesible en cada lugar de votación usado en cualquier elección de Texas a partir del 1º de enero de 2006. Este sistema debe de cumplir con las leyes federales y estatales que establecen los requisitos para sistemas de votaciones para que los votantes con discapacidades físicas voten en una balota secreta.

La oficina del Secretario de Texas ha certificado que las máquinas de votación Express Vote BMD son un sistema de votación accesible que puede ser usado legalmente en las elecciones de Texas.

Las secciones 123.032 y 123.035 del Código de Elecciones de Texas autorizan a las subdivisiones políticas la adquisición de sistemas de votación y además ordenan ciertos requisitos mínimos para los contratos relacionados con la adquisición de tales sistemas de votación. La Ciudad de Wharton arrendará o alquilará del condado de Wharton según está autorizado por la sección 123.032, si fuera necesario.

La Ciudad de Wharton por medio del presente adopta para su uso en la votación anticipada y en el día de la elección las máquinas de votación Express Vote BMD según está aprobado por el Secretario del Estado para cumplir con los requisitos HAVA.

Sistema de Administración de la Tabulación de los Registros

La Ciudad de Wharton arrendará o alquilará del condado la ERM (Administración de Registros de Elecciones) con los propósitos de tabulación, si fuera necesario.

Oficiales de la elección

El Departamento de Elecciones del Condado de Wharton (WCED) será responsable del nombramiento del juez presidente y del juez presidente alterno. Las siguientes personas quedan nombradas como oficiales para la elección.

Juez Presidente de la Votación Anticipada: Lorna Kaiser
Juez Presidente Alterno de la Votación Anticipada: Bertha Abraham

Juez Presidente el Día de la Elección: Melvin Sands
Juez Presidente Alterno el Día de la Elección: Lorna Kaiser

El WCED dispondrá el entrenamiento. El WCED es responsable de notificar al juez presidente y al juez presidente alterno de los requisitos del Subcapítulo C del Capítulo 32 del Código de Elecciones de Texas, y tomará las medidas necesarias para asegurar que el juez presidente y el juez presidente alterno nombrados sean elegibles para desempeñar el cargo. El juez presidente, con la asistencia del WCED, será responsable de asegurar la elegibilidad de cada secretaria nombrada para asistir al juez presidente a realizar la elección.

Votación anticipada

La administradora de elecciones del Condado de Wharton es Cindy Richter nombrada como secretaria de la votación anticipada y queda autorizada a nombrar a otros asistentes para desempeñarse como secretarías de la votación anticipada.

La votación anticipada por comparecencia personal para la elección nombrada aquí arriba se realizará en el Anexo D del Condado de Wharton, Sala 115, E. Milam, Wharton, Texas 77488, Biblioteca del Condado de Wharton – Sucursal El Campo 200 W. Iglesia. El Campo, Texas 77437 y Biblioteca del condado de Wharton – East Bernard Branch 746 Clubside Drive East Bernard, Texas 77435. El lugar de votación anticipada permanecerá abierto cada día que no sea sábado, domingo, o fiesta estatal oficial, desde las **8:00 de la mañana hasta las 5:00 de la tarde**, comenzando el **22 de abril de 2024** y continuando hasta **abril 26 de 2024 inclusive; 29 de abril de 2024** y continuando **30 de abril de 2024** desde las **7:00 de la mañana a las 7:00 de la noche**.

Los votantes deben enviar las solicitudes de balotas y las balotas votadas por correo a la oficina de la administradora de elecciones del Condado de Wharton: P.O. Box 390, Wharton, Texas 77488.

Junta de Balotas de la Votación Anticipada

Por medio del presente se establece una Junta de Balotas de la Votación Anticipada con el propósito de los resultados de la votación anticipada. La administradora de elecciones del Condado de Wharton nombrará al juez presidente de la Junta de Balotas de la Votación Anticipada. La administradora de elecciones del Condado de Wharton actuará como secretaria de de la Junta de Balotas de la Votación Anticipada.

Compensación para los Oficiales y los Secretarios de la Elección

Los oficiales y los secretarios de la elección serán compensados de la siguiente forma:

El juez de la elección de la elección general del 4 de mayo de 2024 será remunerado a \$9.25 por hora. El juez de la elección también será pagado \$25.00 por entregar los registros de los precintos, las llaves de la caja de las balotas u otro equipo electoral y los suministros electorales que no se hayan usado después de la elección.

El Juez alterno para la elección general del 4 de mayo de 2024 será remunerado a \$8.75 por hora.

Los secretarios de la elección para la elección general del 4 de mayo de 2024 serán remunerados a \$8.75 por hora.

Oficio de Elección

La administradora de elecciones del Condado de Wharton entregará al arriba nombrado juez presidente para la elección no más tarde de **15 días** antes del día de la elección.

Resultados

“La Sección 41 de la Carta Constitutiva dispone que las elecciones municipales serán escrutinadas durante una (1) semana después de la elección; sin embargo, de acuerdo con los cambios del Código de Elecciones de Texas, Sección 67.003, el escrutinio local se congregará no antes del tercer día ni más tarde del onceavo (11) día después del día de la elección.”. El periodo para los escrutinios oficiales será desde el 7 hasta el 15 de mayo de 2024. Los oficiales que realicen la elección deberán entregar los resultados de ella al alcalde de esta Ciudad, según lo requiere el Código de Elecciones del Estado de Texas.

Orden

El Consejo Municipal de la Ciudad de Wharton, Texas, ordenará la elección de acuerdo con las siguientes disposiciones.

Divisibilidad

Si algún tribunal de jurisdicción competente dicta que cualquier sección, subsección, oración, cláusula, frase, o parte de esta orden sea inválida o inconstitucional, dicha parte será considerada como disposición separada, distinta e independiente, y dicho dictamen no afectará a la validez de las partes restantes de esta.

Promulgación y Aprobación

PASADO Y APROBADO por El Consejo Municipal de la Ciudad de Wharton, Texas, este día 22 de enero de 2024.

CIUDAD DE WHARTON, TEXAS

ATESTIGUACIÓN:

Por: _____

TIM BARKER
Alcalde

Por: _____

PAULA FAVORS
Secretaria Municipal

APROBADO:

PAUL WEBB
Abogado Municipal

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

The fourth item on the agenda was to review and consider a resolution of the Wharton City Council approving a Joint Election Agreement with the Wharton County Elections Department for the City Election; and authorizing the Mayor of the City of Wharton to execute the agreement. City Secretary, Paula Favors, presented a copy of the Joint Election Agreement with the Wharton County Elections Department for the City Election, which will be held on May 4, 2024. Mrs. Favors stated the City Attorney Paul Webb reviewed the Joint Election Agreement and was recommending City Council consider approving the agreement. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-07, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-07**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A JOINT ELECTION AGREEMENT WITH THE WHARTON COUNTY ELECTIONS DEPARTMENT FOR THE CITY ELECTION; AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

WHEREAS, The Wharton City Council wishes to approve the joint agreement with the Wharton County Elections Department for the City election; and,

WHEREAS, The City of Wharton and Wharton County Elections Department wishes to be bound by the conditions set forth in the agreement; and,

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

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

- Section I.** That the Wharton City Council hereby approves an agreement between the City of Wharton and the Wharton County Elections Department for the City election.
- Section II.** That the City of Wharton and Wharton County Elections Department are hereby bound by the conditions set forth in the agreement.
- Section III.** That the Wharton City Council hereby authorizes the Mayor of Wharton to execute the agreement.
- Section IV.** That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this the 22nd day of January 2024.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The fifth item on the agenda was to review and consider a resolution of the Wharton City Council approving a three-year agreement with two additional one-year periods for Auditing Services for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to agreements on behalf of the City of Wharton. Finance Director, Joan Anel, stated that on January 17, 2024, the City Staff received proposals for the City of Wharton Auditing Services. Mrs. Anel said the City Council Finance Committee met on Monday, January 22, 2024, and recommended the City Council consider approving Harrison, Waldrop & Uherek LLP to conduct the City of Wharton's Annual Financial Audit. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-08, which read as follows:

CITY OF WHARTON
RESOLUTION NO. 2024-08

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A THREE-YEAR AGREEMENT WITH TWO ADDITIONAL ONE-YEAR PERIODS FOR AUDITING SERVICES FOR THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO AGREEMENTS ON BEHALF OF THE CITY OF WHARTON.

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute an agreement with Harrison, Waldrop & Uherek LLP to conduct the City of Wharton’s Annual Financial Audit; and,

WHEREAS, The City of Wharton and Harrison, Waldrop & Uherek LLP wishes to be bound by the conditions as set forth in the agreement.

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

Section I. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton, Texas to execute an agreement with Harrison, Waldrop & Uherek LLP to conduct the City of Wharton’s Annual Financial Audit.

Section III. Harrison, Waldrop & Uherek LLP and the City of Wharton are hereby bound by the conditions as set forth in the agreement.

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

Passed, Approved, and Adopted this 22nd day of January 2024.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The sixth item on the agenda was to review and consider a resolution of the Wharton City Council approving the submission of a VOCA Grant-Victim’s Assistance Officer Application for the Wharton Police Department for one year and authorizing the Mayor of the City of Wharton to

execute all documents related to said grant. Chief, Terry David Lynch, presented a copy of a memorandum regarding the VOCA Grant-Victim's Assistance Officer for the Wharton Police Department. Chief Lynch stated the Wharton Police Department intended to reapply for the Victim's Assistance Officer position through the H-GAC Governor's Victim's Assistance Grant program. Crime Victims Officer, Jessica Dittrich, stated that beginning the Grant Cycle, there was a 20% Match Contribution required of the City of Wharton. She said the grant term was for one year (FY2025) and this grant renewal request would be presented to H-GAC for final approval in the amount of \$89,682.00 in FY2025 and this amount included the City's Match of \$17,937.00. After some discussion, Councilmember, Russell Machann, moved to approve City of Wharton Resolution No. 2024-09, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-09**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE SUBMISSION OF A VOCA GRANT- VICTIM'S ASSISTANCE OFFICER APPLICATION FOR THE WHARTON POLICE DEPARTMENT FOR ONE YEAR AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID GRANT.

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

WHEREAS, The Wharton City Council agrees to provide applicable matching funds for the said project as required by the Victims of Crime Act Formula Grant Program grant application; and,

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

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

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

Section I. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute, on behalf of the City of Wharton, all documents related to said grant.

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

Passed, Approved, and Adopted this 22nd day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The seventh item on the agenda was to review and consider a request from Chief of Police, Terry Lynch, regarding the 6th Annual Cops ‘n Rodders Car Show for the following:

- A. Waive all fees associated with renting the Wharton Civic Center.
- B. Allow participants and spectators to utilize restroom facilities in the Civic Center.
- C. Allow the use of food trucks/vendors and waive permit fees.
- D. Allow the consumption of alcoholic beverages on the outdoor premises of the Civic Center.
- E. Allow the Police Department to close the roadway of University Street from Fulton Street to the entrance of the Department of Human Services Driveway, prior to and throughout the duration of the event. (8:00 a.m. – 4:00 p.m.)
- F. Use of the blue trash cans and liners from the Parks Department.
- G. Have the street sweeper sweep the parking area of the Civic Center on April 26, 2024.

Police Chief, Terry David Lynch, presented a copy of his memorandum regarding the 6th Annual Cops ‘n Rodders Car Show on April 27, 2024, at the Wharton Civic Center. Chief Lynch stated that should it rain, he requested the City Council consider allowing the potential fallback day on April 28, 2024. After some discussion, Councilmember, Terry Freese, moved to approve the aforementioned request from Chief of Police, Terry Lynch, regarding the 6th Annual Cops ‘n Rodders Car Show and to allow a rain-out fall back day of April 28, 2024. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The eighth item on the agenda was to review and consider a resolution of the Wharton City Council authorizing the submission of an application to the Governor’s Office Criminal Justice Division to replace body-worn cameras for the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said submission. Patrol Lt., Lance Bothell, stated the Wharton Police Department would like to apply for a grant through the Governor’s Office – Criminal Justice Division to replace the department's current body-worn cameras. Lt.

Bothell said the cameras the department currently had were nearing the end of life and the new cameras were improved, enhancing operability, especially with municipal court and the district attorney's office. He said that if awarded, the City Staff would come back to the Council for acceptance of the grant which included the purchase of twenty-six (26) body-worn cameras, a new server, maintenance, and warranty totals \$65,255.00. Lt. Bothell stated that there was a 25% match for this grant and if awarded at the max requested, the City's portion of this grant would be \$16,313.75. After some discussion, Councilmember Russell Machann, moved to approve City of Wharton Resolution No. 2024-10, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-10**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE GOVERNOR'S OFFICE CRIMINAL JUSTICE DIVISION TO REPLACE BODY-WORN CAMERAS FOR THE WHARTON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID SUBMISSION.

WHEREAS, The City of Wharton City Council wishes to submit an application to the Governor's Office Criminal Justice Division to replace current body-worn cameras; and,

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

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

SECTION I. The Wharton City Council hereby approves the submission of an application to the Governor's Office Criminal Justice Division to replace current body-worn cameras.

SECTION II. The City designates the Mayor as the person authorized to sign all forms related to the preparation of the application.

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

PASSED, APPROVED, and ADOPTED this 22nd day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The ninth item on the agenda was to review and consider a request from Chief of Police, Terry David Lynch, regarding the Touch-A-Truck event for the following:

- A. Use of Riverfront Park without fees.
- B. Road Closure 100 East Elm Street at South Fulton Street to 300 East Elm Street at South Resident Street.
- C. Use of City barricades.
- D. Allow the use of food trucks/vendors and waive permit fees.
- E. Have the Street Sweeper sweep the area on March 8, 2024.

Chief, Terry David Lynch, presented a copy of a memorandum regarding the Touch-A-Truck Event at the Riverfront Park on Saturday, March 9, 2024. After some discussion, Councilmember, Terry Freese, moved to approve the request from Chief of Police, Terry Lynch, regarding the Touch-A-Truck event for the aforementioned items. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The tenth item on the agenda was to review and consider a resolution of the Wharton City Council accepting a donation 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 the Wharton County Junior College Law Enforcement Academy. Chief Lynch said a local donor, wishing to remain anonymous, had generously donated the amount of 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 \$1,600.00 for sponsorship purposes. After some discussion, Councilmember, Larry Pittman, moved to approve City of Wharton Resolution No. 2024-11, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-11**

A RESOLUTION OF THE WHARTON CITY COUNCIL ACCEPTING A DONATION 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 a donation for the sponsorship of a cadet for the Wharton County Junior College Law Enforcement Academy in the amount of \$1,600.00; and,

WHEREAS, The said donation 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 donation.

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

SECTION I. The Wharton City Council hereby accepts the donation for the Police Academy Sponsorship in the amount of \$1,600.00.

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 22nd day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The eleventh item on the agenda was to review and consider a resolution of the Wharton City Council authorizing and ratifying the Wastewater Treatment Plant No. 2 emergency repairs through Green Pump & Supply and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase. Public Works Director, Roderick Semien, presented a copy of the estimate from Green Pump & Supply for the emergency repairs at Wastewater Treatment Plant No. 2 for all base elbows and connections to the existing ductile iron discharge pipe. Public Works Director Semien stated that due to the corrosive environment of a wastewater treatment plant's wet well, the seals on the flanges are failing. He said that if repairs were not made it would have caused a decrease in the flow into the plant and would have also damaged the submersible pumps. After some discussion, Councilmember, Terry Freese, moved to approve City of Wharton Resolution No. 2024-12, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2024-12**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING AND RATIFYING THE WASTEWATER TREATMENT PLANT NO. 2 EMERGENCY REPAIRS THROUGH GREEN PUMP & SUPPLY AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS, Emergency Repairs were needed at Wastewater Treatment Plant No. 2 due to the corrosive environment of the wet well the seals on the flanges failed; and,

WHEREAS, The City of Wharton had to make emergency repairs to significantly decrease the flow into the plant and to prevent damage to the submersible pumps; and,

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

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

Section I. The Wharton City Council hereby authorizes the City Manager of the City of Wharton to execute all documents related to emergency repairs at Wastewater Treatment Plant No. 2 through Green Pump & Supply.

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

Passed, Approved, and Adopted this 22nd day of January 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

The twelfth item on the agenda was to review and consider an application by American Care EMS Inc. for an Ambulance Provider Permit. City Secretary, Paula Favors, presented a copy of the Ambulance Provider Permit Application submitted by American Care EMS Inc. to provide emergency medical services in the City of Wharton. Mrs. Favors stated City Attorney, Paul Webb, certified with the Texas Department of Health that American Care EMS Inc. was currently certified

and in good standing with the Texas Department of State Health Services. She said EMS Director, Christy Gonzales, had also reviewed the application and was recommending approval of the permit. After some discussion, Councilmember, Terry Freese, moved to approve the application by American Care EMS Inc. for an Ambulance Provider Permit. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The thirteenth item on the agenda was to review and consider Pay Request No. 8 and Final from CF McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators. Director of Planning & Development, Gwyn Teves, presented a copy of Pay Request No. 8 and Final from CF McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators in the amount of \$146,237.30. After some discussion, Councilmember, Russell Mahann, moved to approve Pay Request No. 8 and Final from CF McDonald Electric, Inc., for the Texas HMGP Project DR-4332-0105 COW Critical Facility Generators in the amount of \$146,237.30. Councilmember, Steve Schneider, seconded the motion. All voted in favor.

The fourteenth item on the agenda was to review and consider Pay Request No. 12 from E-Contractors for the Wharton Well and Water Plant Contract No. 1 – General Construction. Director of Planning & Development, Gwyn Teves, presented a copy of Pay Request No. 12 from E-Contractors for the Wharton Well and Water Plant Contract No. 1 – General Construction in the amount of \$27,357.67. After some discussion, Councilmember, Larry Pittman moved to approve Pay Request No. 12 from E-Contractors for the Wharton Well and Water Plant Contract No. 1 – General Construction in the amount of \$27,357.67. Councilmember, Burnell Neal, seconded the motion. Councilmember, Terry Freese; Councilmember, Don Mueller, and Councilmember, Russell Machann, voted against the motion. Mayor, Tim Barker; Councilmember, Steve Schneider; Councilmember, Burnell Neal, and Councilmember, Larry Pittman, voted in favor of the motion. The motion carried.

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

After some discussion, no action was taken

The sixteenth item on the agenda was to review and consider the update of City of Wharton on-going projects. City Manager, Joseph R. Pace, gave the City Council an update on the City of Wharton's on-going projects. After some discussion, no action was taken.

After some discussion, no action was taken

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

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

After some discussion, no action was taken.

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

- A. Finance Committee meeting held January 8, 2024.

After some discussion, no action was taken.

The nineteenth item on the agenda was to review and consider Department Head Reports:

- A. City Secretary/Personnel.
- B. Code Enforcement.
- C. Community Services Department/Civic Center.
- D. Emergency Management.
- E. E. M. S. Department.
- F. Fire Department.
- G. 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.

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 7:30 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:	2/12/2024	Agenda Item:	Request from Mr. Burnell Neal to relocate a house to a new property that will cross a portion of City owned property.
<p>Attached you will find the request from Mr. Neal to relocate a house to a new property that will cross a portion of City owned property.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			

Burnell Neal
Wharton, TX 77488

02/07/2024

Dear Mayor and Council,

I am writing to you to request your assistance. I am in the process of relocating a house to a new property, and after some consideration, it has come to my attention that I will need to cross a portion of your property to facilitate this move.

In order to transport the house safely and efficiently, I will require temporary access to cross portions of the City owned lots at Smith Garden Spot, Block 3, Lots 16, 17, 18, 19,20,21A, 21 Pt., 22 & 23 on your property to relocate the home to my property at 1607 Columbine.

I assure you that every precaution will be taken to minimize any inconvenience or disruption caused by this move and I will arrange for any necessary permits and insurance coverage.

I understand that granting access to your property is a significant decision, and I appreciate your consideration of my request. If you have any concerns or questions, please do not hesitate to contact me. I am more than happy to discuss this matter further and address any issues you may have.

Thank you very much for your time and attention to this matter. Your cooperation would be immensely valuable to me.

Sincerely,



Burnell Neal


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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from Mr. Jon Cochrum for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3)(b) harvest to grow hay permit application after the December 31 st deadline.
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Attached you will find the request from Mr. Jon Cochrum for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3)(b) harvest to grow hay permit application after the December 31st deadline.

Building Official Claudia Velasquez will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: January 24, 2024

FROM: Nathan Vogt, Code Enforcement Officer

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

SUBJECT: Grow and Harvest Hay for Mr. Jon Cochrum.

Mr. Jon Cochrum is requesting a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3)(b) harvest to grow hay permit application after the December 31st deadline. Attached are copies of notices mailed to Mr. Cochrum.

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

Sec. 34-51. Accumulation or growth of weeds or brush.

- (3) The requirements for receiving and maintaining a valid permit to grow and harvest hay within the city limits are:
- a. Applications for permits shall be obtained by the owner(s) of the property upon forms provided by the code enforcement department and shall contain or have attached thereto information including, but not necessarily limited to, the following:
 1. Name, address and telephone number of the owner(s) and/or entity holding any lien against the premises.
 2. The legal property description (lot and block number) of the premises and the amount of acreage per contiguous lot.
 - b. Permits shall be issued upon the payment of a fee of \$20.00 per contiguous five acre or greater meadow and each permit shall be valid for one calendar year, expiring on December 31st. Permits shall be renewed annually upon the payment of an annual fee of \$20.00 per approved meadow and before December 31st of the next calendar year. If a permit is not obtained prior to the deadline date, the property shall no longer be considered as a hay meadow and shall be subjected to the requirements of this section in its entirety until a hay permit is issued for the following year.
 - c. Hay cannot be stored on a meadow within the city limits if the permitted parcel is adjacent to a developed property, residential or commercial, and must be removed within seven days after the hay is harvested.
 - d. All hay meadows must be cut and harvested a minimum of two times during the calendar year. Additionally, the meadow shall be mowed within ten days after the first frost and shall be maintained at a height not to exceed ten inches, and in accordance with section subsection 34-51(b)(1), set forth above until the next harvesting season begins.
 - e. Notwithstanding any provision contained herein to the contrary, the use of meadows for harvesting hay shall not excuse the requirement that a width of at least ten feet between property lines shall be kept mowed below the required ten inch height at all times if the permitted parcel is adjacent to a developed property, residential or commercial.
 - f. Any violation of any applicable section of this article shall result in the revocation of the permit for the remainder of the permitted year and consideration of any violations may reflect the issuance of permit in the future.
- (c) *Partial exception.* With respect to lots or parcels of land of contiguous five acres or more under single ownership, the provision of this section shall not be applicable to the area in excess of ten feet from any open public street or alley or to the area in excess of ten feet from any adjacent property under different ownership on which habitable structures are located. Lot and parcels of the land less than five acres must be maintained in accordance with this subsection 34-51(b)(1), set for above.

(Code 1978, § 9-25; Ord. No. 1992-13, 8-11-92; Ord. No. 2006-01, 1-23-06; Ord. No. 2008-04, 4-14-08; Ord. No. 2010-02, 2-22-10; Ord. No. 2022-09, 6-13-22)

CITY OF WHARTON CITY COUNCIL APPLICATION VARIANCE

NOTE: Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If the applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time. The expiration date for an approved variance application will be six months from the date of approval of the variance. If construction has not commenced within those six months, the applicant must re-apply for the variance.

Jon Cochran 1-17-24
 Name (Printed) Date
707 Nelson Ln Wharton TX 77888
 Physical Address Mailing Address

 Legal Address Phone

Describe the variance request and the reason for requesting variance:

Approval of Hwy Permit

ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:

SIGNATURE OF APPLICANT:

[Signature] 1-17-24
 Signature Date

Residential	\$100.00
Non-Residential	\$150.00
Non-Refundable Fee	
Effective November 3, 2006	

City Council Meeting: _____

ADJACENT PROPERTY OWNER(S):

_____ Name	_____ Phone
_____ Legal Address	_____ Physical Address
_____ Name	_____ Phone
_____ Legal Address	_____ Physical Address
_____ Name	_____ Phone
_____ Legal Address	_____ Physical Address

APPROVAL:

_____ Planning Department	_____ Date
_____ Chairman of the Planning Commission	_____ Date
_____ Mayor	_____ Date

F:\CodeEnforcement\MasterDocuments\APPVAR50%



City of Wharton

120 E. Caney Street ° Wharton, TX 77488
Phone (979) 532-2491° Fax (979) 532-0181
**** Sent by regular mail ****

Item-3.

January 9, 2024

Cochrum Properties LLC
8229 US Hwy 59
Wharton, TX 77488

Re: Nelson Lane – 13.620 Acres – Abstract 38, Tract 61B-2, 61B-5, 61B-10
Permit Application to Grow and Harvest Hay 2024 and Wharton Code of Ordinances, Section 34-51

Dear Cochrum Properties LLC:

This letter is to inform you that as of January 8, 2024, the City of Wharton Code Enforcement Department has not received your Permit Application to Grow and Harvest Hay 2024, which was mailed out to you on November 13, 2023.

Therefore, this letter is to inform you cannot grow hay on the property, and the City of Wharton Code of Ordinances, passed by the City Council on June 13, 2022, Section 34-51 Accumulation or growth of weeds or brush, will apply to the property.

City of Wharton Ordinance Section 34-51 (b) (1-2) Accumulation or growth of weeds or brush, (b) Duty to cut growth, states (1) *It shall be unlawful for any owner(s) of any premises to permit weeds, grass or uncultivated plants to grow upon such premises to a height greater than ten inches on an average or to grow in rank profusion thereon. For purposes of owner(s) responsibility, it shall include, in addition to those grounds within their respective boundaries, all abutting easements and rights-of-way being adjacent thereto and extending beyond the property line of any such property to the edge of the blacktop of adjacent streets where a curb line has not been established, or to the back of the curb where curb line has been established, and also to the center of adjacent alleys, easements, and undeveloped streets. Any premises upon which any weeds, grass, or uncultivated plants grow above such height or in rank profusion shall be deemed a public nuisance. Provided, however, the provisions of this subsection shall not apply to any owner(s) of any premises who has received and maintain a valid permit to grow and harvest hay within the city limits.*

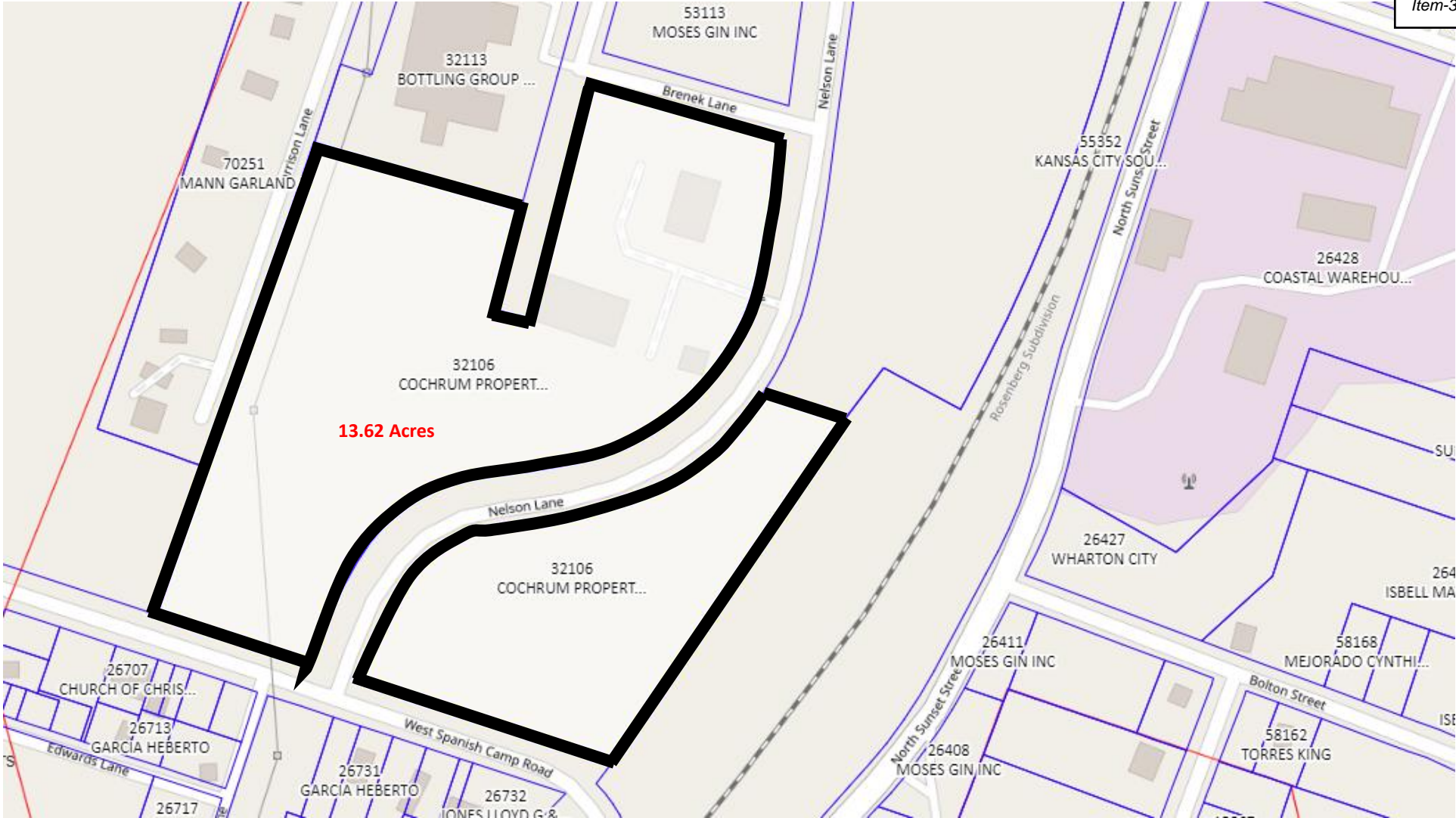
(2) *It shall be the duty of the owner(s) of any premises to remove or cause to be cut all weeds, grass, or uncultivated plants as often as may be necessary to comply with subsection (a) of this section, said removal shall not be accomplished by bailing of the weeds, grass or uncultivated plants unless the property owner has obtained a hay harvesting permit.*

With this ordinance, it is the property owners' responsibility to mow and maintain grass up to the street, through alleyways, easements, and around telephone posts. You will receive one formal Notice of Violation if the property does not comply with this ordinance, which will apply for the full calendar year. *This is not a notice of violation.* The property must be mowed and maintained for the calendar year. Once the Notice of Violation is mailed you will be given 10 days from the date to mow the property. If the property is found to be in violation anytime during the calendar year after this first notice, the City will mow the property without notice to the property owner and charge you each time the lot is mowed.

If you have any questions, please feel free to contact my office at (979) 532-2491, ext. 235.

Sincerely,

Nathan A. Vogt
Code Enforcement Officer





City of Wharton

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

**** Sent by regular ****

November 13, 2023

Cochrum Properties LLC
8229 US Hwy 59
Wharton, TX 77488

Re: Nelson Lane – 13.620 Acres – Abstract 38, Tract 61B-2, 61B-5, 61B-10
2024 Hay Lot Application

Dear Cochrum Properties LLC:

Attached is your calendar year 2024 Hay Lot Application for the City of Wharton. To better serve you, we are asking for more information relating to you and the property. The application is due back to us by December 29, 2023 by 5pm, with three options available for you:

1. Mail the application, along with a money order/check to:
City of Wharton
Code Enforcement Department
120 E Caney
Wharton, TX 77488
2. E-mail the application with a non-digital signature to nvogt@cityofwharton.com, and a Credit Card Authorization Form will be emailed back for you to complete the transaction. The transaction receipt, along with confirmation of the approval, will be emailed back to you.
3. Come, turn in the application and pay in person at the City of Wharton City Hall.

Additional applications may be found on the City of Wharton's website: cityofwharton.com>>> I want to...>>>Building Permits>>>Miscellaneous Applications.

Please remember that the hay meadow needs to have been mowed and harvested at least twice a year. The hay meadow needs to be mowed to below 10 inches in height within 10 feet of the property lines at all times, including up to the established curbs and around any signs, poles or support wires. Harvested hay cannot be left unattended in your meadow for more than 7 days.

The City of Wharton thanks you in advance for your cooperation. If you have any questions, please feel free to contact my office at (979) 532-2491, ext 235.

Sincerely,

Nathan A. Vogt

Nathan A. Vogt
Code Enforcement Officer



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

Permit Application To Grow and Harvest Hay 2024

Due: Friday, December 29, 2023

1 Legal description of the property: Subdivision: _____ Block(s): _____ Lot(s): _____		2 Property CAD number(s)
3 Name of Applicant	4 Address	5 Property size: _____ acres
6 E-mail:	7 City, State Zip	8 Phone Number () -
9 Will this property be rented out to someone to harvest? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, move skip boxes 10-15)	10 Harvester's Name:	11 Harvester's Number () -
12 Harvester's Email:	13 Harvester's Mail Address:	14 Harvester's City, State Zip
15 In the event of an issue regarding the permit, who would you like us to contact? <input type="checkbox"/> Myself <input type="checkbox"/> Harvester <input type="checkbox"/> Both		

Sec. 34-51, Accumulation of Growth of Weeds and Brush

(b) Duty To Cut Growth.

(3), The requirements for receiving and maintaining a valid permit to grow and harvest hay within the city limits are:

- a) Applications for permits shall be obtained by the owner(s) of the property upon forms provided by the code enforcement department and shall contain or have attached thereto information including, but not necessarily limited to, the following:
 - 1. Name, address, and telephone number of the owner(s) and/or entity holding any lien against the premises.
 - 2. The legal property description (lot and block number) of the premises and the amount of acreage per contiguous lot.
- b) Permits shall be issued upon the payment of a fee of \$20.00 per contiguous five-acre or greater meadow and each permit shall be valid for one calendar year, expiring on December 31st. Permits shall be renewed annually upon the payment of an annual fee of \$20.00 per approved meadow

and before December 31st of the next calendar year. If a permit is not obtained prior to the deadline date, the property shall no longer be considered a hay meadow and shall be subjected to the requirements of this section in its entirety until a hay permit is issued for the following year.

- c) Hay cannot be stored on a meadow within the city limits if the permitted parcel is adjacent to a developed property, residential or commercial, and must be removed within seven days after the hay is harvested.
- d) All hay meadows must be cut and harvested at least twice during the calendar year. Additionally, the meadow shall be mowed within ten days after the first frost and shall be maintained at a height not to exceed ten inches, and in accordance with subsection 34-51 (b)(1), set forth above until the next harvesting season begins.
- e) Notwithstanding any provision contained herein to the contrary, the use of meadows for harvesting hay shall not excuse the requirements that a width of at least ten (10) feet between property lines shall be kept mowed below the required ten-inch height at all times if the permitted parcel is adjacent to a developed property, residential or commercial.
- f) Any violation of any applicable section of this article shall result in the revocation of the permit for the remainder of the permit for the remainder of the permitted year and consideration of any violations may reflect the issuance of permit in the future.

c) **Partial Exception.** With respect to lots or parcels of land of contiguous five acres or more under single ownership, the provision of this section shall not be applicable to the area in excess of ten (10) feet from any open public street or alley or to the area in excess of ten (10) feet from the adjacent property under different ownership on which habitable structures are located. Lot a parcels of land less than five acres must be maintained in accordance with subsection 34-51 (b)(1), set for above.

**** Any falsification of information used for this application is subject to state fines and/or penalties.**

Permit Fee: \$20.00

Signature

Date

<p><u>Complete applications and payment can be mailed to:</u> City of Wharton Code Enforcement Department 120 E. Caney Wharton, TX 77488</p>	<p><u>Complete applications email to:</u> nvogt@cityofwharton.com A Credit Card Authorization Form will be emailed back for you to complete the transaction. The transaction receipt, along with confirmation of the approval, will be emailed back to you. Must receive before 5pm.</p>
--	---

Office Use Only

Received by

Date Received Application

Payment Received: Yes No

Approved by

Approval Date


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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from Mr. Jason Stavena for a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3) (b) hay lot approval before December 31 st and Section 34-51 (3) (c) requirements to grow and harvest hay for under five acres and single ownership.
---------------	-----------	--------------	---

Attached you will the request from Mr. Stavena regarding a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (3) (b) hay lot approval before December 31st and Section 34-51 (3) (c) requirements to grow and harvest hay for under five acres and single ownership.

Building Official Claudia Velasquez will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: January 23, 2024

FROM: Nathan Vogt, Code Enforcement Officer

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

SUBJECT: Grow and Harvest Hay for the Stavena Properties.

On behalf of the Stavena Family, Mr. Jason Stavena is requesting a variance of Chapter 34, Health and Sanitation, Article II, Section 34-51 (c) requirements to grow and harvest hay for under five acres and single ownership. Attached is a request from Mr. Stavena.

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

Sec. 34-51. Accumulation or growth of weeds or brush.

- (3) The requirements for receiving and maintaining a valid permit to grow and harvest hay within the city limits are:
- a. Applications for permits shall be obtained by the owner(s) of the property upon forms provided by the code enforcement department and shall contain or have attached thereto information including, but not necessarily limited to, the following:
 1. Name, address and telephone number of the owner(s) and/or entity holding any lien against the premises.
 2. The legal property description (lot and block number) of the premises and the amount of acreage per contiguous lot.
 - b. Permits shall be issued upon the payment of a fee of \$20.00 per contiguous five acre or greater meadow and each permit shall be valid for one calendar year, expiring on December 31st. Permits shall be renewed annually upon the payment of an annual fee of \$20.00 per approved meadow and before December 31st of the next calendar year. If a permit is not obtained prior to the deadline date, the property shall no longer be considered as a hay meadow and shall be subjected to the requirements of this section in its entirety until a hay permit is issued for the following year.
 - c. Hay cannot be stored on a meadow within the city limits if the permitted parcel is adjacent to a developed property, residential or commercial, and must be removed within seven days after the hay is harvested.
 - d. All hay meadows must be cut and harvested a minimum of two times during the calendar year. Additionally, the meadow shall be mowed within ten days after the first frost and shall be maintained at a height not to exceed ten inches, and in accordance with section subsection 34-51(b)(1), set forth above until the next harvesting season begins.
 - e. Notwithstanding any provision contained herein to the contrary, the use of meadows for harvesting hay shall not excuse the requirement that a width of at least ten feet between property lines shall be kept mowed below the required ten inch height at all times if the permitted parcel is adjacent to a developed property, residential or commercial.
 - f. Any violation of any applicable section of this article shall result in the revocation of the permit for the remainder of the permitted year and consideration of any violations may reflect the issuance of permit in the future.
- (c) *Partial exception.* With respect to lots or parcels of land of contiguous five acres or more under single ownership, the provision of this section shall not be applicable to the area in excess of ten feet from any open public street or alley or to the area in excess of ten feet from any adjacent property under different ownership on which habitable structures are located. Lot and parcels of the land less than five acres must be maintained in accordance with this subsection 34-51(b)(1), set for above.

(Code 1978, § 9-25; Ord. No. 1992-13, 8-11-92; Ord. No. 2006-01, 1-23-06; Ord. No. 2008-04, 4-14-08; Ord. No. 2010-02, 2-22-10; Ord. No. 2022-09, 6-13-22)

Jason Stavena

Wharton, TX, 77488

2 January 2023

Subject: Request for Variance of Hay Permit and Acceptance of Late Permit

Dear Esteemed Members of the Wharton City Council,

I am writing to you with a twofold request. One, I request a variance of the current hay permit code pertaining to single ownership of properties. (Sec. 34-51 of the Wharton Texas Code of Ordinances) Two, if said variance is granted I request a hay permit for this year as it is past the dictated deadline. I appreciate your consideration as I appeal to your logic and reason.

The current code requires hay meadows to be five plus acres, or smaller acreage owned by the same entity accumulating to over five acres. Some of the farm meets these requirements and currently holds a hay permit. The rest is owned by different entities that I lease from to farm. The entities mentioned are all part of the same family. My Mother, Father's Estate, Aunt, Cousin, and family trust hold all these properties. I hold a lease from each of these different land owners which should qualify them as one farm, or hay meadow, larger than the minimum requirement of five acres. Hence, from a logical perspective, should qualify the hay meadow to meet the permit requirement with the one variant of sole ownership.

I appeal to your logic and reason that, for the grounds of a hay permit variance, you allow these different properties to combine and meet the permit requirements. Also, I ask that you grant this variance for an extended time as to prevent wasting of the Council's time and energies on a yearly basis.

Next, the current code requires hay permit application to be approved before the thirty first of December. Due to the meeting schedule of the Council, I was unable to present the variance request before the permit deadline. However, an application for the permit has already been filed. With this being said I petition the Council to grant a hay permit for the year 2024.

Thank you for your time and attention. All properties involved will be referenced in the attached appendix.

Sincerely,



Jason Stavena

RECEIVED
DATE: 1/9

Vanessa Stavena

Wharton, TX 77488

Wharton Texas City Council

120 East Caney St

Wharton, TX 77488

8 January 2024

Members of the Wharton City Council,

Please note that I give Jason Stavena permission to pursue agricultural endeavors on the land he has leased. I also grant him permission to include the land in a hay meadow conglomerate for means of securing a hay permit from the City of Wharton.

Thank you for your time and consideration.

Sincerely,


Vanessa Stavena

Vanessa Stavena/ Lambert P Stavena Sr. Estate

RECEIVED
BY: *W* DATE: 1/1

Wharton, TX 77488

Wharton Texas City Council

120 East Caney St

Wharton, TX 77488

8 January 2024

Members of the Wharton City Council,

Please note that I give Jason Stavena permission to pursue agricultural endeavors on the land he has leased. I also grant him permission to include the land in a hay meadow conglomerate for means of securing a hay permit from the City of Wharton.

Thank you for your time and consideration.

Sincerely,



Vanessa Stavena

Dee Ann Viktorin

RECEIVED
NW DATE 1/9

Wharton, TX 77488

Wharton Texas City Council

120 East Caney St

Wharton, TX 77488

8 January 2024

Members of the Wharton City Council,

Please note that I give Jason Stavena permission to pursue agricultural endeavors on the land he has leased. I also grant him permission to include the land in a hay meadow conglomerate for means of securing a hay permit from the City of Wharton.

Thank you for your time and consideration.

Sincerely,



Dee Ann Viktorin

RECEIVED
BY: *WV* DATE: *1/9*

Dee Ann Viktorin/ Nelga Stavena Trust

Wharton, TX 77488

Wharton Texas City Council

120 East Caney St

Wharton, TX 77488

8 January 2024

Members of the Wharton City Council,

Please note that I give Jason Stavena permission to pursue agricultural endeavors on the land he has leased. I also grant him permission to include the land in a hay meadow conglomerate for means of securing a hay permit from the City of Wharton.

Thank you for your time and consideration.

Sincerely,



Dee Ann Viktorin

RECEIVED
NV DATE: 1/9

Dolores Stavena/ Ronnie Stavena Estate

Wharton, TX 77488

Wharton Texas City Council

120 East Caney St

Wharton, TX 77488

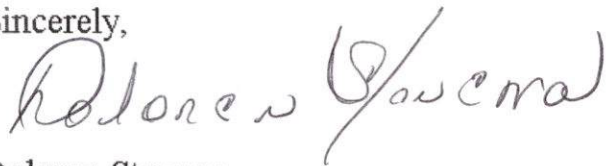
8 January 2024

Members of the Wharton City Council,

Please note that I give Jason Stavena permission to pursue agricultural endeavors on the land he has leased. I also grant him permission to include the land in a hay meadow conglomerate for means of securing a hay permit from the City of Wharton.

Thank you for your time and consideration.

Sincerely,



Dolores Stavena

RECEIVED

BY: NV DATE: 1/8

Dolores Stavena

Wharton, TX 77488

Wharton Texas City Council

120 East Caney St

Wharton, TX 77488

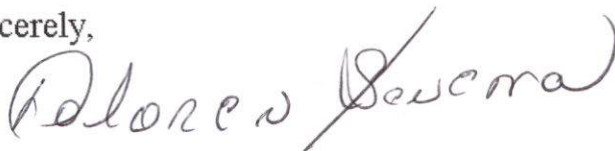
8 January 2024

Members of the Wharton City Council,

Please note that I give Jason Stavena permission to pursue agricultural endeavors on the land he has leased. I also grant him permission to include the land in a hay meadow conglomerate for means of securing a hay permit from the City of Wharton.

Thank you for your time and consideration.

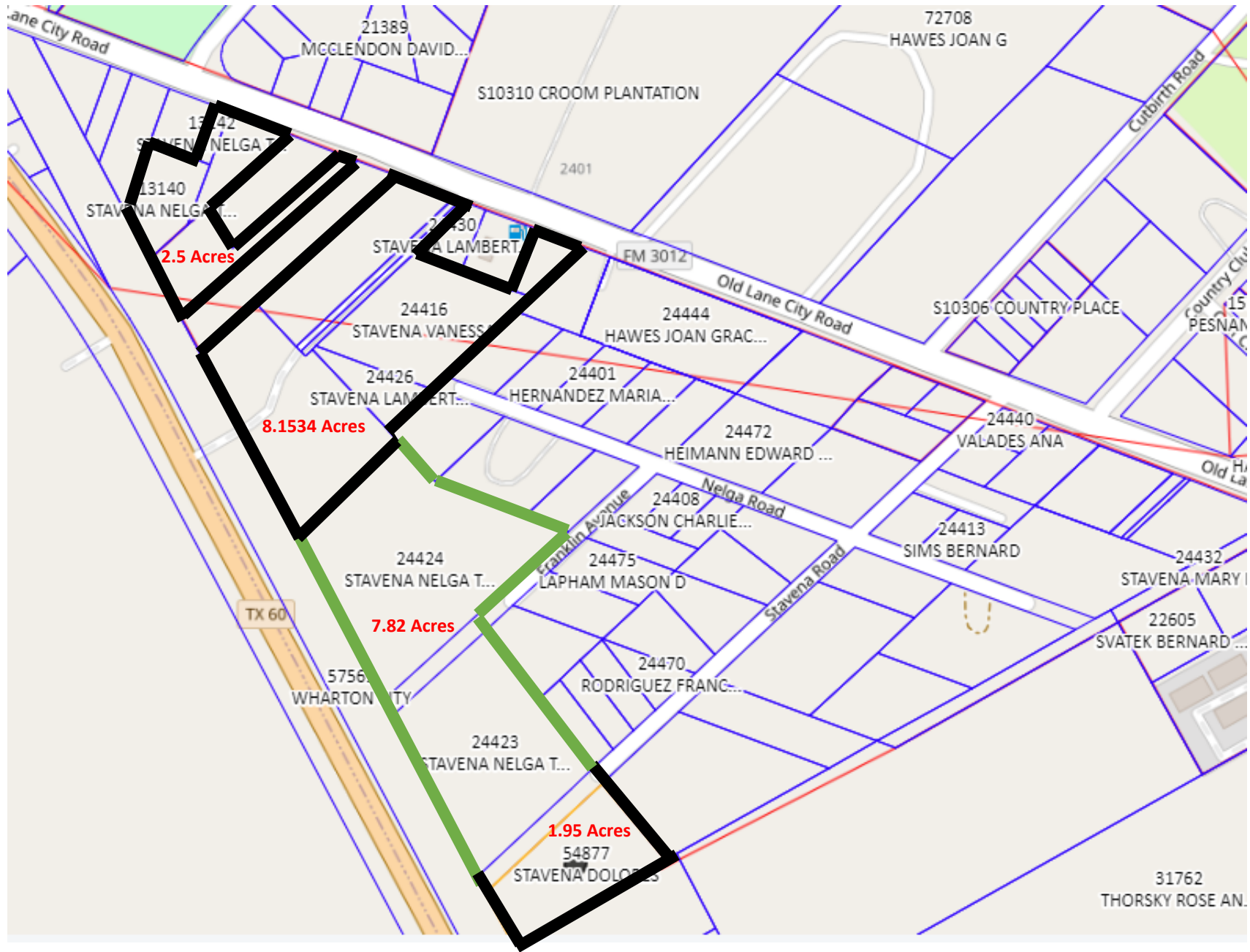
Sincerely,



Dolores Stavena

Black outline- Request to harvest hay, different property owners.

Green outline- Hay permit obtained, meet city ordinance.



(Appendix A)


Properties Combined to form Hay Meadow for Permit Variance

Prop ID:	Legal Description	Acreage	Owner
71943	Croom Plantation Block 7A-1	0.2330	Dolores Stavena
13138	Croom Plantation Block 7B,7B-1A	0.5875	Dolores Stavena
13140	Croom Plantation Block 7B-1B,7C-1B,7C-2	0.6941	Nelga Stavena Trust
13142	Croom Plantation Block 7C-1	0.0894	Nelga Stavena Trust
13141	Croom Plantation Block 7C-1A, 7D	0.6476	Dolores Stavena
58163	Stavena Block 25A	0.9920	Ronnie Stavena Estate
24434	Stavena Block 25C	1.4248	Dee Ann Viktorin
24430	Stavena Block 24-17	0.2900	Lambert P Sr Stavena Estate
24428	Stavena Block 25-16	0.1388	Nelga Stavena Trust
24429	Stavena Block 25-15	0.1400	Lambert P Sr Stavena Estate
24416	Stavena Block 25-8	2.0000	Vanessa Stavena
24431	Stavena Block 25-18	0.3092	Nelga Stavena Trust
24426	Stavena Block 25-14	0.4060	Lambert P Sr Stavena Estate
50286	Stavena Block 25-13, 25C-1, 256-2	2.7010	Dolores Stavena
54877	Stavena Block 25U-1, 25U-2	1.9421	Dolores Stavena
	Total Acreage to be combined for Hay Permit	12.5955	
24423	Stavena Block 25-11	3.1817	Nelga Stavena Trust
24424	Stavena Block 25-12	4.6387	Nelga Stavena Trust

24423,24 Properties That already have a Hay Permit

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from Mr. David Bowlin, on behalf of A2J Construction, LLC, for a temporary variance of Chapter 38 Manufactured Housing, Mobile Homes & Travel Trailers; Article II Requirements concerning Mobile Homes, Manufactured Housing and Recreational Vehicles; Division 3 – Recreational Vehicles for temporary placement of a travel trailer at 500 Abell Street.
<p>Attached you will find the request from Mr. David Bowlin, on behalf of A2J Construction, LLC, for a temporary variance of Chapter 38 Manufactured Housing, Mobile Homes & Travel Trailers; Article II Requirements concerning Mobile Homes, Manufactured Housing and Recreational Vehicles; Division 3 – Recreational Vehicles for temporary placement of a travel trailer at 500 Abell Street.</p> <p>The recommendation by the City Staff is for a six (6) month variance while renovations of the building are being done to be utilized as a construction trailer only.</p> <p>Building Official Claudia Velasquez will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: January 25, 2024

FROM: Claudia Velasquez, Building Official

TO: Honorable Mayor and City Councilmembers
City Attorney Paul Webb

SUBJECT: Request for Variance for Temporary Placement of Travel Trailer for Temporary Office at 500 Abell Street.

On behalf of A2J Construction, Mr. David Bowlin is requesting a temporary variance of Chapter 38 Manufactured Housing, Mobile Homes & Travel Trailers; Article II Requirements concerning Mobile Homes, Manufactured Housing and Recreational Vehicles; Division 3 – Recreational Vehicles for 500 Abell Street. Attached is a request from Mr. David Bowlin.

The recommendation is for six (6) months while renovations of the building are being done.

If you should have any questions, please contact me. Thank You.



January 15, 2024

Claudia Velasquez
City of Wharton
120 E Caney St.
Wharton, TX 77488

Re: The Brooks at Caney Creek – STATUS UPDATE | Relocation of Temporary Office Trailer

Good morning, Claudia: I am following up to our conversation last week to confirm that we are laying out formwork for the concrete sidewalks and driveways at The Brooks at Caney Creek project. You will recall at the site adjacent to the Chamber of Commerce we have an on-site trailer from which we manage the six cottages under construction. The location of the trailer is blocking full access to the future sidewalks, and I am planning to move it off site permanently.

I am seeking permission to relocate the trailer to 500 Abell Street (former Hopper Elementary) inside the north playground area, which is approximately 1.5 acres enclosed by a 6' high chain link fence. We have active utility service (water, electricity, sewer) accounts which we can connect to the trailer.

Thank you in advance for coordinating this request.

Sincerely,

A2J Construction, LLC

A handwritten signature in black ink that reads 'David J. Bowlin'. The signature is written in a cursive style with a large, looped 'D' and 'B'.

DAVID J. BOWLIN
President

Choosing the Right Partner is Everything

1301 S. Capital of Texas Highway, Suite A-302 ♦ Austin, Texas 78746 ♦ Phone: (512) 329-8822 ♦ www.A2JHoldings.com



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


CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from Ms. Elizabeth Ewing on behalf of 902 W. Milam St., Wharton, Block 62, Lot 10 for a variance to encroach the alleyway between the leased property and the CenterPoint property.
---------------	-----------	--------------	---

Attached is the request from Ms. Elizabeth Ewing on behalf of 902 W. Milam St., Wharton, Block 62, Lot 10 for a variance to encroach the alleyway between the leased property and the CenterPoint property.

The Planning Commission met and is recommending this item to the City Council for consideration.

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

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: February 6, 2024
FROM: Mike Wootton, Planning Commission Chairperson
TO: Honorable Mayor and City Council
SUBJECT: Recommendation to City Council from the Regular Called Planning Commission Meeting held Monday, February 5, 2024

The following item was discussed during the Monday, February 5, 2024, meeting:

1. Request from Ms. Elizabeth Ewing on behalf of 902 W. Milam St., Wharton, Block 62, Lot 10 for a variance to encroach the alleyway between the leased property and the CenterPoint property.

The Planning Commission is recommending that the City Council not approve the above item as requested but approve a variance for a 0' side building line setback and is referring it to the City Council for a final determination. This alternative was agreed to by the commission after consideration of the existing alley and existing utilities in that alleyway and to still accommodate the construction of the facilities to maintain the desired distance from the adjoining residential lots.

If you should have any questions, please contact me. Thank You.

CITY OF WHARTON PLANNING COMMISSION APPLICATION FOR VARIANCE

NOTE: If variance request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time.

Elizabeth Ewing	01/16/2024 (updated 01/17/2024)
_____ Name (Printed)	_____ Date
902 W Milam	
_____ Physical Address	_____ Mailing Address
902 W Milam	
_____ Legal Address	_____ Phone

Describe the variance request and the reason for requesting variance:
The project is requesting a variance to construct within the paper ally along the western parcel boundary,
please see attached letter for additional details.

ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:

SIGNATURE OF APPLICANT:

Elizabeth Ewing _____
Signature Date 01/17/2024
Planning Commission Meeting: 2.5.24 430p
City Council Meeting: 2.12.24 7pm

Building line setbacks Only	
Residential	\$100.00
Non-Residential	\$150.00 X
Non-Refundable fee	
<i>Effective November 3, 2006</i>	

ADJACENT PROPERTY OWNER (S):

Elionay Martinez	_____
_____ Name	_____ Phone
908 W Milam	908 W Milam
_____ Legal Address	_____ Physical Address
Byron Gartica	
_____ Name	_____ Phone
831 W Caney	831 W Caney
_____ Legal Address	_____ Physical Address
Centerpoint Energy Houston	
_____ Name	_____ Phone
PO Box 1475, Houston TX	0 N Ford
_____ Legal Address	_____ Physical Address

Frank Texas _____
 Planning Department
Chairman of the Planning Commission

 Chairman of the Planning Commission

 Mayor



Recommend
 Do Not Recommend
 Date *1.23.24*
 Recommend
 Do Not Recommend
 Date *2.5.24*

 Date

Bowman

January 17,2024

Variance Request Application
City of Wharton
120 E Caney St.
Wharton, TX 77488

Re: Agilitas/Saber Power I-Eye BESS Project
902 W Milam St.

Dear Planning Commission:

Bowman on behalf of Agilitas and Saber Power is submitting a variance request for the I-Eye Battery Energy Storage System (BESS) project located at 902 W Milam Street in Wharton, Texas. The purpose of the project is to construct and operate a BESS facility that will provide grid support to the local area.

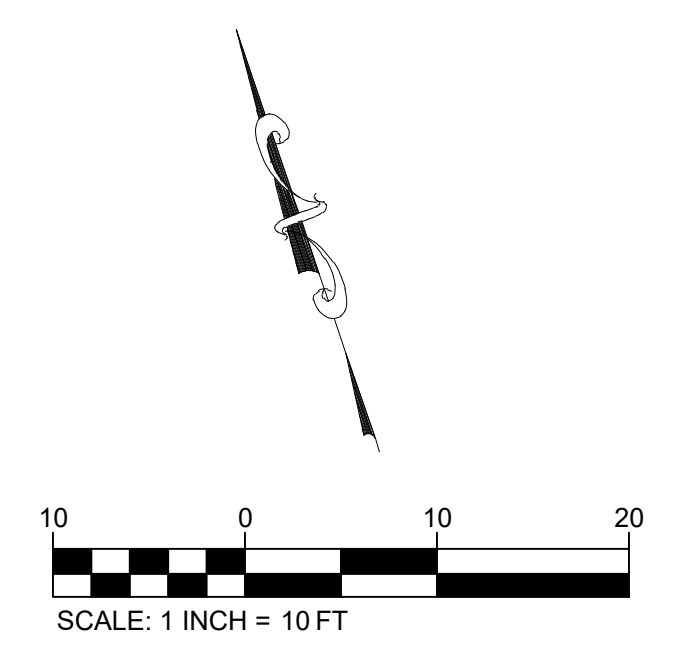
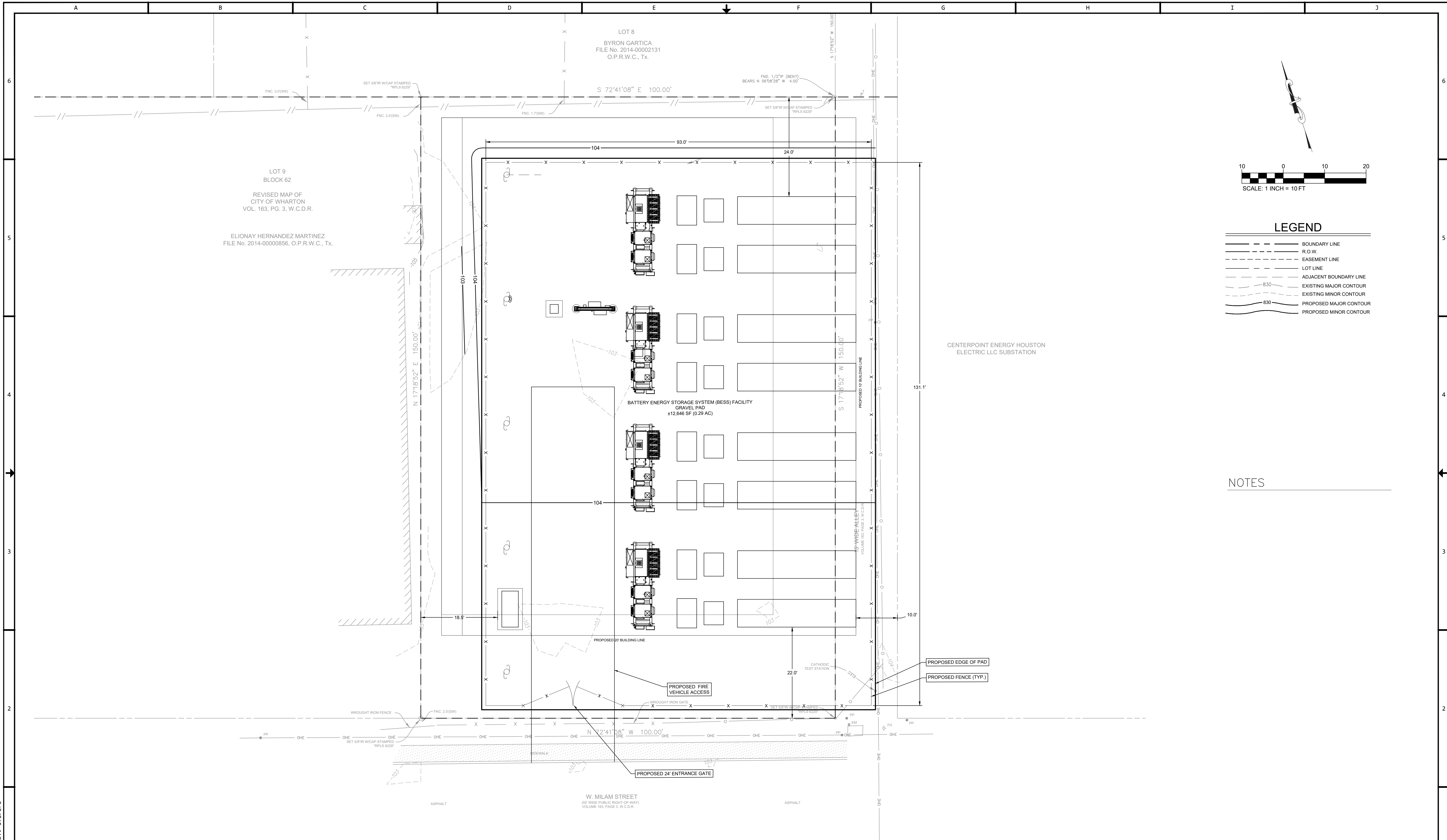
We are requesting a variance to build within the 15-foot paper alley on the eastern side of the parcel to enable a setback of 10-ft from the eastern property line This will enable the project to be sited farther away from the residence to the west.

If you have any questions, please feel free to contact me, Elizabeth Ewing at _____ or _____

Sincerely,



Elizabeth Ewing
Project Manager – Environmental



LEGEND

--- (dashed line)	BOUNDARY LINE
--- (dashed line)	R.O.W.
--- (dashed line)	EASEMENT LINE
--- (dashed line)	LOT LINE
--- (dashed line)	ADJACENT BOUNDARY LINE
--- (dashed line)	EXISTING MAJOR CONTOUR
--- (dashed line)	EXISTING MINOR CONTOUR
--- (dashed line)	PROPOSED MAJOR CONTOUR
--- (dashed line)	PROPOSED MINOR CONTOUR

NOTES

REVISIONS			
REV	DATE	DESCRIPTION	
1	01/26/2024	SHIFTING SITE LAYOUT	

REFERENCE DRAWINGS/DOCUMENTS			
DOCUMENT NO.	TITLE	DOCUMENT NO.	TITLE

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SABER POWER SERVICES, L.L.C.
 9841 SABER POWER LN.
 ROSHARON, TX 77583
 www.saberpower.com

DRAFT

Bowman

807 Las Cimas Parkway
 Suite 350
 Austin, Texas 78746
 Phone: (512) 327-1180
 www.bowman.com

Saber Power

9841 SABER POWER LN.
 ROSHARON, TX 77583
 www.saberpower.com

WHARTON COUNTY, TEXAS

SITE PLAN
I-EYE BESS
SABER POWER SERVICES

DATE	BY	CHECKED	APPROVED	PROJECT NUMBER	SCALE	REV
01/26/2024	Bm	MK	---	070671-01-008	AS SHOWN	0

070671-01-008_SIT LAST SAVED BY: sflorepo



DANGER
HIGH VOLTAGE
AUTHORIZED
PERSONNEL ONLY



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


CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from Ms. Latoya Williams of 120 W. Mulberry Ave., Hawes, Block 6, Lot 12 & 13 for a variance to build over the property line of 2 adjoining lots for new residential construction.
---------------	-----------	--------------	--

Attached you will find the request from Ms. Latoya Williams of 120 W. Mulberry Ave., Hawes, Block 6, Lot 12 & 13 for a variance to build over the property line of 2 adjoining lots for new residential construction.

The Planning Commission met and is recommending this item to the City Council for consideration.

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

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: February 6, 2024
FROM: Mike Wootton, Planning Commission Chairperson
TO: Honorable Mayor and City Council
SUBJECT: Recommendation to City Council from the Regular Called Planning Commission Meeting held Monday, February 5, 2024

The following item was discussed during the Monday, February 5, 2024, meeting:

1. Request from Ms. Latoya Williams of 120 W. Mulberry Ave., Hawes, Block 6, Lot 12 & 13 for a variance to build over the property line of 2 adjoining lots for new residential construction.

The Planning Commission is recommending that the City Council approve the above request and is referring it to the City Council for a final determination.

If you should have any questions, please contact me. Thank You.

**CITY OF WHARTON
PLANNING COMMISSION
APPLICATION FOR VARIANCE**

Item-7.

NOTE: If variance request is approved by the Planning Commission, the request will then be presented at the next City Council meeting for City Council consideration. Attendance by the applicant requesting the variance is mandatory during the City Council meeting. If applicant fails to attend the meeting, the variance request will not be considered by the City Council at that time. The expiration date for approved variance application will be six months from the date of approval of the variance. If construction has not commenced within that six month period, the applicant must re-apply for the variance.

Latoya Williams Feb. 01-2024
Name (Printed) Date
120 West Mulberry St. Wharton TX 77488
Physical Address Mailing Address
Lot 12 Block 6 Hawes Third Addition
Legal Address Phone

Describe the variance request and the reason for requesting variance:

To Build A house 1688 sq ft. over the Live.

ATTACH A SITE PLAN WITH DIMENSIONS TO PROPERTY LINES:

SIGNATURE OF APPLICANT:

[Signature] 02-01-24
Signature Date
Planning Commission Meeting: 2/05/24 @ 4:30p.
City Council Meeting: 2/12/24 @ 7pm.

Building line setbacks Only
Residential \$100.00
Non-Residential \$150.00
Non-Refundable fee
Effective November 3, 2006

ADJACENT PROPERTY OWNER (S):

Name	Phone
Legal Address	Physical Address
Name	Phone
Legal Address	Physical Address
Name	Phone
Legal Address	Physical Address

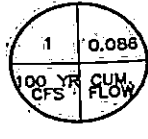
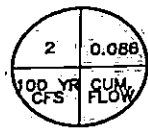
[Signature]
Planning Department
[Signature]
Chairman of the Planning Commission

2.1.24 Recommend
 Do Not Recommend
Date
2.5.24 Recommend
 Do Not Recommend
Date

Item-7.

0+00

D
NG +



5.7 NG +

+ 95.7 NG

1/2 +

(N 20°14' E 150')
N 17°31'45" E 150.00'

+ 96.7 NG

(N 20°14' E 150')
N 17°31'45" E 150.00'

3 BLDG LINE

3 BLDG LINE

PROPOSED BUILDING
F.F. ELEV. = 101.15

EG96.1

EG97.0

+ 96.7 NG

+ 96.7 NG

0+00

C

EG97.0

(Lot 13)

(Lot 12)
(Lot 13)

TP98.20

20' BLDG LINE

TP98.10

+ 97.3 NG

+ 97.3 NG

+ 97.3 NG

10 LF 6" PVC STM SWR

17 LF 6" PVC STM SWR

6" FL 96.05

6" FL 96.05

6" FL 96.10

(S 70°45' E 100')

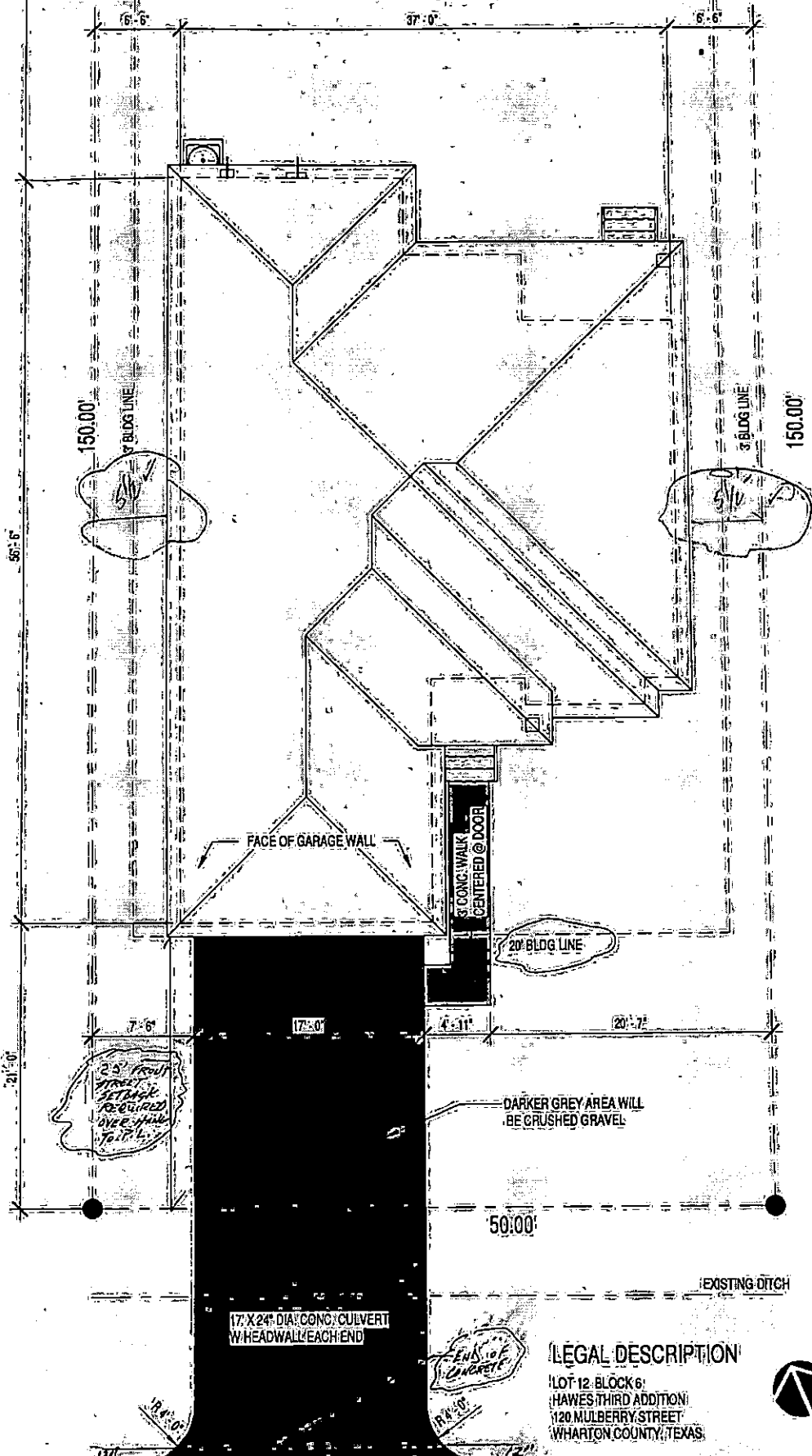
S 72°51'35" E 100.00'

E 100'
E 100.00'

Set 1/2" 11/16"
Capitd #5449

TP97.65

B.M. 604



EDGE OF ASPH

(LEGEND OF L)

LEGAL DESCRIPTION

LOT 12, BLOCK 6;
 HAWES THIRD ADDITION
 120 MULBERRY STREET
 WHARTON COUNTY, TEXAS



City will fill in after
 forms are removed
 SEE ATTACHMENT

MULBERRY STREET
 (60' R.O.W.)



Map Search

Address



PROPERTY INFORMATION

Taxing units
CWH,ED1,ED3,GWH,JRC,RD1,SWH,WDCB

Market Area	Legal Acreage
Wharton 3	0.3444
Abstract/Subdv Code	Block
S10575	6
	Lot
Tract	12,13
School Code	City Code
SWH	CWH
Latitude	Longitude
29.336536211017034	-96.09116110653233

OWNER INFORMATION

Owner Name & Mailing Address
KBE International LLC (3711336)
 16550 Kettlebrook Ln
 Houston TX 77049

IMPROVEMENT AND LAND INFORMATION

Liv Area	Class	State Cd	Use
0	N/A		
Land Size	Lnd Class	Type	Ag/Tim
0.3444	NHS		

ADJUSTMENTS

Improvement 1 Adj Land 1 Adj


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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from Mr. Richard Lockley of Wharton Feed and Supply for a fee waiver of a temporary certificate of occupancy.
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Attached is the request from Mr. Richard Lockley of Wharton Feed and Supply for a fee waiver of a temporary certificate of occupancy for 3030 N. Richmond Road in the amount of \$500.00.

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

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	

bjimenez@cityofwharton.com

From: gteves@cityofwharton.com
Sent: Tuesday, February 6, 2024 5:55 PM
To: bjimenez@cityofwharton.com
Subject: FW: waive fee

Brandi,

Please see below request for Richard Lockley of Wharton Feed requesting a fee waiver to be placed on the City Council agenda 2/12.

Gwyneth Teves, CPM, CFM
Director of Planning & Development



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


From: Richard Lockley
Sent: Monday, February 5, 2024 12:28 PM
To: gteves@cityofwharton.com
Subject: waive fee

This is Richard Lockley, owner of Wharton Feed and Supply. I am requesting that the \$500 temporary certificate of occupancy fee for 3030 n Richmond rd., be waived.

Richard Lockley

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from the Wharton County Farmers Market for the following: <ul style="list-style-type: none"> A. Use of Riverfront Park for the Wharton County Farmers Market for the Spring Market from March 16, 2024, through July 13, 2024, and Fall Market from September 28, 2024, through December 21, 2024. B. Allow glass containers. C. Waive all park fees. D. Allow placement of off-premise outdoor advertising display signs.
<p>Attached you will find the request submitted by Ms. Marchelle Pettibone, Vice President of the Wharton County Farmer’s Market, requesting the use of Riverfront Park for the Spring Market starting on March 16, 2024, and ending on July 13, 2024, and the Fall Market starting on September 28, 2024, and ending on December 21, 2024. The hours of the market are from 7:00 a.m. to allow for set up and opening from 9:00 a.m. to 1:00 p.m. They are also requesting permission to allow glass containers in Riverfront Park.</p> <p>A representative for the Farmers Market will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			

City of Wharton
C/O Brandi Jemenez
City Hall
Wharton, Texas 77488

January 24, 2024

To Whom it Concerns,

This is a formal request for the Wharton County Farmers Market to continue the use of Riverfront Park, E. Elm St, in Wharton, Texas as well as the storage behind the parks restroom, to store the markets supplies for events held. The Market would also like to continue permission to have glassware on the park grounds, such as canned goods and products sold to customers that are contained in glass.

Dates requested are as follows, March 16, 2024 through July 13, 2024 for Spring session and September 28, 2024 through December 21, 2024 for the Fall session. Times requested would be between the hours of 7am through 1pm for set up and break down of vendors and their wares.

Thank you for your consideration!

Marchelle Pettibone
Vice President
Wharton County Farmers Market

City of Wharton
C/O Brandi Jemenez
City Hall
Wharton Texas 77488

February 5, 2024

Brandi,

This is an addendum to the previous request turned in January 24th. I spoke with Claudia and she said to get this to you and I have a copy for her as well, with the Application to request Placement of Off-Premise Outdoor Advertising Display Signs form.

Dates requested are as follows:

March 10, 2024 – July 14, 2024

September 22, 2024 – December 22, 2024

Location of specific intersection is Boling Hwy and Alabama.

Thank You!

Marchelle Pettibone

Wharton County Farmers Market

RECEIVED
FEB 07 2024

BY: 



City of Wharton

120 E. Caney • Wharton, TX 77488
Phone 979.532.2491 • Fax 979.532.0181

Application to Request Placement of Off-Premise Outdoor Advertising Display Signs

Chapter 66 Signs and Advertising Section 66-30 Exempt Signs explains the following:

The following signs are exempt from the requirements of said Chapter.

Off-Premise Outdoor advertising display signs/banners by sponsors of charitable events. These signs may be displayed for two weeks prior and during the event with written approval of the of the City Manager. *(Signs must be removed no later than 2 days after the event.)*

Name of Organization: Wharton County Farmers Market

Mailing Address: _____ Contact Phone No.: _____
City, State & Zip

E-Mail Address: _____

Date of event: March 16 - July 13, 2024 Sept 28 - Dec 21, 2024

List the requested specific locations/intersections for placement of the signs:

- 1. Beling Hwy and Alabama
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

The above was requested on Feb 5, 2024. The above signs will be placed at said locations on 3/10/24 and 9/22/24 and removed on or before 7/14/24 and 12/22/24

This approval does not give permission to place signs on private property. Permission must be given by the individual property owners. Signs cannot be placed in a public right-of-way. Contact the City of Wharton Code Enforcement Department if there is a question concerning placement.

Marchelle Pettibone, Marchelle Pettibone 2/5/2024
Signature of Requester (Sign & Print) Date

The above was approved by:

Joseph R. Pace, City Manager Date

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


CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Request from the Beautification Commission for approval of the Rules for the Santa Fe Trail Dog Park.
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Attached you will find the Rules for the Santa Fe Trail Dog Park for your review.

City Attorney Paul Webb has reviewed and approved the rules.

Code Enforcement Officer and Liaison for the Committee Nathan Vogt will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: January 19, 2024
FROM: Nathan Vogt, Code Enforcement
TO: Joseph Pace, City Manager
City of Wharton Council Members
SUBJECT: Proposals for Dog Park Equipment & Fencing

On January 10, 2022, the city council approved to implement and fundraise for a Dog Park in an existing City Park.

With the park soon to be opened to the public, the Beautification Commission has developed rules for the park and signs to go along with them. The rules have been reviewed and approved by the city attorney, Mr. Paul Webb. The signs will be purchased and installed locally by Custom Creations.


The Beautification Commission would like to submit these rules to the City Council for approval.

If you should have any questions, please contact me at City Hall at 979-532-2491, ext. 235. Thank You.

- DOGS MUST BE ON A LEASH WHEN ENTERING AND LEAVING THE DOG PARK.
- DOGS MUST BE CURRENT ON ALL VACCINATIONS AND SHOULD BE HEALTHY AND FREE OF CONTAGIOUS DISEASES AND PARASITES.
- DOGS SHOULD NEVER BE LEFT UNATTENDED.
- DOG OWNERS/HANDLERS ARE RESPONSIBLE FOR PICKING UP AFTER THEIR DOGS AND DISPOSING OF ALL THEIR DOGS' WASTE.
- NO DOGS IN HEAT ALLOWED IN THE PARK.
- DOGS SHOWING ANY SIGNS OF AGGRESSION MUST BE LEASHED AND IMMEDIATELY REMOVED FROM THE PARK.
- DOG OWNERS/HANDLERS ARE LEGALLY RESPONSIBLE FOR THE ACTIONS AND BEHAVIOR OF THEIR DOG(S) AT ALL TIMES.
- NO FOOD IS ALLOWED IN THE PARK.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the submission of an application to the Governor’s Office Criminal Justice Division to replace in-car cameras for the Wharton Police Department and authorizing the Mayor of the City of Wharton to execute all documents related to said submission.
<p>The Wharton Police Department would like to apply for a grant through the Governor’s Office – Criminal Justice Division to replace our current in-car cameras. This grant would be funneled through the Houston Galveston Area Council under the Criminal Justice Grant (JAG) Program. The cameras the Police Department currently have are nearing the end of life. The new cameras are vastly improved, enhancing operability, and improving officer safety and accountability.</p> <p>If awarded the City Staff will come back to the Council for acceptance. The grant includes purchasing ten (10) in-car cameras, a new server, maintenance, and warranty totals \$104,180.00. There is not a match for this grant.</p> <p>The grant start date is September 1, 2024, and is for one year.</p> <p>Chief of Police Terry David Lynch will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			



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

Wharton Police Department

MEMORANDUM

To: Joseph Pace

Date: 1/22/2024

Ref: Governor's Grant – In-Car Cameras

The Wharton Police Department would like to apply for a grant through the Governor's Office – Criminal Justice Division to replace our current In-Car cameras. This grant would be funneled through HGAC under the Criminal Justice Grant (JAG) Program. The cameras we currently have are nearing the end of life. The new cameras are vastly improved, enhancing operability and officer safety, and accountability.

If awarded, we will need to go back to the Council for acceptance. The grant includes purchasing 10 In-Car cameras, a new server, maintenance, and warranty totals \$104,180. There is a **NO** match for this grant.

The grant start date is 9/1/2024 and is for one year.

Please consider placing on the agenda for presentation at the nearest council meeting.



WHARTON POLICE DEPARTMENT

1407 N Richmond Rd. Ste. 100

Wharton, Texas 77488

Phone: 979-532-3131

Fax: 979-532-1800

TERRY DAVID LYNCH

Chief of Police

Letter of Intent / Summary

Wharton Police Department

In-Car Camera Grant

Grant # 5034401

Justice Assistance Grant, Governor's Office, Criminal Justice Division

\$104,184.00

To Whom It May Concern,

As you know most police agencies have adopted a policy requiring that all stops, investigations, and interactions are recorded using in-car cameras as well as body-worn cameras. The Wharton Police Department is no different in this respect and does have an in-car camera program currently. The initial purchase was funded through the Governor's Office in 2016. These cameras are nearing the end of their life and maintenance costs and downtimes while repairs are being conducted are both increasing. The harsh reality is that we do not have the funds to replace these cameras. If we are unable to locate a grant or an alternate way of funding this program, we run the risk of not abiding by the law and losing the use of this invaluable tool. The Wharton Police Department works very hard to foster a partnership with the community we serve and without these cameras, we potentially lose that culture.

The Wharton Police Department is committed to building trust with our citizens through community-oriented policing and the use of technology. The goal of this project is to improve and update our current in-car camera system by integrating the advanced technology of new in-car cameras. The City of Wharton hopes to purchase ten (10) in-car cameras for our ten (10) marked patrol units. The Police Department will use these cameras to retain an accurate assessment of officer and suspect contacts. The in-car camera will instantly capture every point of view in which the vehicle is facing. Additionally, the associated body mic captures the verbal interaction between the officer and the public. Our in-car cameras are currently utilized by officers and supervisors 100% of the time. All recorded footage will be saved and stored as evidence for at least 90 days. The Wharton Police Department seeks to make the most of the latest video system technology to assist in chronicling incidents where police interactions are needed.

The Wharton Police Department has a working relationship/partnership with every other municipal, county, and state department in the area and does work together routinely. Each of these agencies in the area, including the Wharton County Sheriff's Office, currently has in-car cameras and because of the nature of this program and the use of the equipment, the purchase of in-car cameras is typically a single entity making the request. As stated above, if this project is not funded, we do not have the funds to purchase these cameras ourselves and would therefore have to be without, exposing our officers and citizens to heightened scrutiny.

We would like to purchase ten (10) in-car cameras and all the associated equipment as well as a dedicated Raid Server to store the data. Currently, we do not feel there is a way to scale this project and still provide ten (10) new cameras for our ten (10) patrol units. It should be noted that the total price of this project is \$104,184.00 and does include a discount of \$45,466.00. We have proactively worked these savings out with the vendor in the hopes of obtaining this grant.

Included in the grant documentation is a quote from Motorola. We do have a small repair budget for minor issues that arise with the cameras, batteries, or server.

We currently have no other sources of funding for this project. We are also seeking a grant through the Governor's Office for Body-Worn Cameras. These two grants would go hand in hand and provide the newest technology and enable us to protect our officers while at the same time assuring our citizens that our officers are acting within policy.

[Wharton, TX \(cityofwharton.com\)](http://cityofwharton.com)

Thank you for your consideration.

Lance Bothell, Lieutenant
Grant Writer / Project Director

Terry David Lynch, Chief of Police

Project Abstract:

The Wharton Police Department is looking to purchase and deploy ten (10) in-car camera systems with an HDD Raid Server. We anticipate that the initial purchase and setup will cost approximately \$104,184.00. This cost includes the actual in-car cameras, a raid server for storage, maintenance, license fees, and a warranty. The initial quote also includes a significant discount of \$45,466.00 that was arranged with the vendor. The Wharton Police Department does currently have in-car cameras (Watchguard) however, all our devices are nearing the end of life and need to be replaced. The maintenance costs are increasing and downtime for the equipment is growing longer while waiting for repairs or parts. We simply do not have the funds to start over. We are barely able to repair and replace items as they are needed. The current cameras we are using were purchased with a Justice Assistance Grant through the Governor's Office in 2016. The City of Wharton is just south of Houston and is a direct line from Houston to Mexico. The in-car camera footage is reviewed by a supervisor regularly to ensure policy compliance and general appropriateness. A second check is then conducted at the command level. The Wharton Police Department seeks to secure funding to provide its officers with the technology needed to perform their jobs safely and effectively.

Problem Statement:

The events in Ferguson, Missouri, Staten Island, and Baltimore, Maryland over the last few years have strained the relationship between law enforcement and the communities they serve. The Wharton Police Department is committed to improving the relationship with our citizens through community-oriented policing and the use of technology. The goal of this project is to improve and update our current in-car camera system by integrating the advanced technology of new cameras. The City of Wharton plans to purchase ten (10) in-car cameras for all ten (10) of our marked patrol units. The Police Department will use these in-car cameras to retain a more accurate assessment of officers and suspect contact. The in-car camera and associated microphone camera will instantly capture every point of view in which the vehicle is facing. All recorded footage will be saved and stored as evidence for at least 90 days. The Wharton Police Department seeks to make the most of the latest video system technology to assist in chronicling incidents.

Supporting Data:

During the calendar year 2023, the Department investigated eight (8) formal and informal complaints. These complaints ranged from rudeness to truthfulness to department vehicle crashes. The command staff believes these numbers appear to be reasonable.

The Wharton Police Department staff believes that with the continued use of body-worn cameras and the use of newer, improved cameras these numbers will stay low and help us to foster a better deeper relationship with our community.

The Department documented twenty-eight (28) uses of force in 2023, documenting forty-two (42) different uses of force. Each use of force incident may involve multiple officers, multiple subjects, and multiple types of force. The suspects were not injured in any of these incidents. Viewing this data from the perspective of twelve months, in a city of approximately 8,600 residents, coupled with varying levels of activity by day of week and time of day, the data appears reasonable. Additionally, a supervisor and then a command staff officer review all uses of force, including reviewing body cam footage for policy compliance and general appropriateness.

Project Approach & Activities:

The Wharton Police Department plans to upgrade and continue to implement an effective in-car camera program to assist with building community trust, reducing use of force incidents, officer complaints, and as part of our commitment to transparency. All staff have received training on the use of the existing cameras and will receive continuing education on the new cameras and new software storage with Texas Commission of Law Enforcement Guidelines. This project will continue to allow the Wharton Police Department to record, store, and assess audio/video information more efficiently. We

would accomplish this by downloading the information directly to a server that would be accessible for Detective Administration to review. This project would include the installation of in-car cameras and a server to store the information.

Capacity & Capabilities:

The Wharton Police Department is more than capable of implementing and sustaining a successful in-car camera program as evidenced by our existing program. All our patrol units (vehicles) have "WatchGaurd" in-car cameras. The in-car cameras we are looking to purchase are a vast improvement technology-wise over the system we have now. All supervisors and command staff members have been trained in the use of the back-end storage system and have been thoroughly trained in reviewing and retrieving any video footage. Additionally, this camera footage has been used in municipal court cases as well as County and District Courts aiding in successfully prosecuting defendants.

Performance Management:

- * Deploy and install new units as soon as the items are purchased and delivered.
- * Train all staff in any new technology or improvements on the new cameras that are different than what we are currently using.
- * Train all staff in the storage, review, and retrieval of footage from the Raid Server.
- * Continue to collect data on all officer interactions
- * Continue to conduct routine reviews of all interactions ensuring policy compliance.
- * Expected results:
 - + Increased officer performance through accountability.
 - + Improved and expedited Use of Force investigations.
 - + Improved officer performance through training and proper use.
 - + Help to improve documentation of encounters between the police and the public.

Target Group:

The Wharton Police Department primarily provides services to the residents of the City of Wharton. However, we are routinely called to assist outside our jurisdiction by neighboring cities as well as the Wharton County Sheriff's Department. The City of Wharton is in the United States of America. The city is entirely in Wharton County. As of the latest census, the city has a population of approximately 8,630. 2020 demographics indicate a very diverse population that is spread out throughout the 7.2 square miles. The latest demographics show The City of Wharton with a population of 25% white, 29% black, 44% Hispanic, and 1% Asian.

Evidence-Based Practices:

This project and procedures for this project will be instituted from existing policies and best practices from the Texas Police Chief's Association with input from the Wharton County District Attorney. These policies will include retention, retrieval, and archiving of videos for evidence.

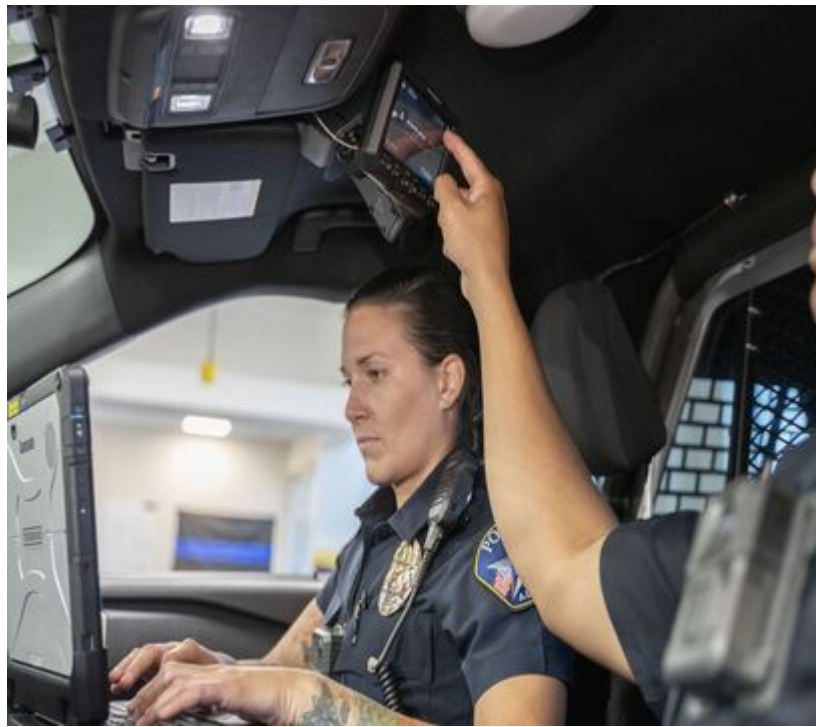
Output Measures	Target Level
Equipment or technology: Individuals/Operators equipped	10
General Law Enforcement or Public Safety: Arrests resulting from the grant.	350
Targeted Investigation: Criminal cases resulting in arrest.	
Targeted Investigation: Grant-funded investigations carried out by the unit/division	750
Training or professional development: Individuals provided	26
Training or professional development: Individuals received	26
Training, professional development, or technical assistance: Hours provided	26
Training, professional development, or technical assistance: Hours received	26

Key:

- 1. Units equipped.
- 2. Total arrests (Adults & Juveniles) 2023 = 420
- 3. Criminal Cases arrests CID warrants 2023 =
- 4. Total assigned cases 2023 = 918
- 5. Remaining 4 categories = All sworn

Budget:

SVR 16 HDD Raid 6, Generation 4 server:	\$11,095.00
Software, video manager, licenses, warranty, deployment, training, etc.:	\$32,939.00
(This includes a discount of \$45,466)	
Watchguard M500 in-car camera:	\$60,150.00
Total	\$104,180.00



WHARTON POLICE DEPT, CITY OF
(10) m500 deploy EL5 Server CapEx (with 26 exist vista)
01/18/2024



QUOTE-2492608
 (10) m500 deploy EL5 Server CapEx
 (with 26 exist vista)

Billing Address:
 WHARTON POLICE DEPT, CITY
 OF
 120 E CANEY ST
 WHARTON CITY OF
 WHARTON, TX 77488
 US

Quote Date:01/18/2024
 Expiration Date:04/17/2024
 Quote Created By:
 Kevin Lamel
 Kevin.Lamel@
 motorolasolutions.com

End Customer:
 WHARTON POLICE DEPT, CITY OF
 ben guanajuato
 bguanajuato@cityofwharton.com
 (979) 532-3131

Contract: 22918 - TX DIR TSO-4101
 Payment Terms:30 NET

Summary:

This quote does not include the installation of In-car hardware to the vehicle as it is best for customers to work with 3rd party upfitter directly on Installation.

The Vista can upload to EL 5 using the Vista 8-day transfer station, but Vista BWC will not be able to sync to trigger recording or audio with M500 cars. To record audio the M500 hif mic will be needed unless you upgrade to V300 BWC

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		VideoManager EL & EX: Video Evidence Management					
1	WGA00421-217	SVR 16 HDD RAID 6 3U 26-75 5CAL GEN 4.	1		\$13,868.75	\$11,095.00	\$11,095.00
2	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	Included	Included
3	WGA00422-1250	HD VIDEOMANAGER EL ON-PREM 12TB 6GB/S 7200 RPM 256MB ENT 4KN	12		\$1,012.50	\$810.00	\$9,720.00
4	WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS*	1		\$1,920.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
5	WGP02400-500	LICENSE,VIDEOMANAGE R EL ON-PREM SITE LICENSE KEY	1		\$1,250.00	\$1,000.00	\$1,000.00
6	SSV00S01450B	LEARNER LXP SUBSCRIPTION	26	1 YEAR	\$0.00	\$0.00	\$0.00
7	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,- 217)) FULL SERVICE ON SITE, 5-YEAR	1	5 YEAR	\$1,468.75	\$1,175.00	\$1,175.00
8	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE & SUPPORT FEE	26	1 YEAR	\$243.75	\$195.00	\$5,070.00
9	WGP02400-510	VIDEOMANAGER EL, IN- CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	10	1 YEAR	\$243.75	\$195.00	\$1,950.00
10	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$20,000.00	\$2,200.00	\$2,200.00
11	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		\$250.00	\$0.00	\$0.00
	M500						
12	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	10		\$450.00	\$360.00	\$3,600.00
13	WGW00502	M500 EXTENDED WARRANTY	10	3 YEAR	\$431.00	\$344.80	\$3,448.00
14	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	10		\$410.00	\$328.00	\$3,280.00
15	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	10		\$187.00	\$149.60	\$1,496.00
16	WGB-0701A	M500 IN-CAR SYSTEM FR/ CABIN/REAR CAM*	10		\$7,518.75	\$6,015.00	\$60,150.00
Subtotal							\$149,650.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Total Discount Amount	\$45,466.00
Grand Total	\$104,184.00(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$146,301.67	\$100,945.33
Year 2 Subscription Fee	\$1,730.42	\$1,384.33
Year 3 Subscription Fee	\$1,730.42	\$1,384.33
Year 4 Subscription Fee	\$293.75	\$235.00
Year 5 Subscription Fee	\$293.75	\$235.00
Grand Total System Price	\$150,350.00	\$104,184.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customer's Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.



VIDEOMANAGER EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance, and facilitates management of your department’s devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.

VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording’s date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.

Automatic Data Maintenance

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.





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Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.





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Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola’s powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera’s infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system’s evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system’s software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola’s V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.



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- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.





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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



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COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



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- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



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Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



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- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer’s educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer’s end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer’s existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



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Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



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QUOTE-2492608
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- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



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QUOTE-2492608
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- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION

EQUIPMENT PROCUREMENT AND INSTALLATION

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



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QUOTE-2492608
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If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



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Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



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- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.





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VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



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- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.



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DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.





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Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.





Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE GOVERNOR’S OFFICE CRIMINAL JUSTICE DIVISION TO REPLACE IN-CAR CAMERAS FOR THE WHARTON POLICE DEPARTMENT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID SUBMISSION.

WHEREAS, The City of Wharton City Council wishes to submit an application to the Governor’s Office Criminal Justice Division to replace current in-car cameras for the Wharton Police Department; and,

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

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

SECTION I. The Wharton City Council hereby approves the submission of an application to the Governor’s Office Criminal Justice Division to replace current in-car cameras for the Wharton Police Department.

SECTION II. The City designates the Mayor as the person authorized to sign all forms related to the preparation of the application.

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

PASSED, APPROVED, and ADOPTED this 12th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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


CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2022-110 and approving new rates for Emergency Medical Services.
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Attached you will find a memorandum to me from EMS Director, Christy Gonzales, regarding EMS rates.

The City Staff, met and reviewed the current EMS rates being charged for services. Attached you will find a draft resolution with the new proposed rates in Exhibit A.

EMS Director, Christy Gonzales, will be present to answer any questions.

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	

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

Item-12.

INTERDEPARTMENTAL MEMO

DATE: FEBRUARY 6, 2024
TO: JOSEPH PACE
FROM: CHRISTY GONZALES
RE: CITY OF WHARTON EMS RATES

Mr. Pace,

Attached is our current and recommended change to our City of Wharton Ambulance Fee Schedule. These changes have been discussed with Debra Medina with Prudentia, our current ambulance services biller, Joan Andel, Finance Director, and myself. It is our recommendation to increase the fees at this time.

Please place this on the Finance Committee agenda for February 12, 2024, and if approved, to be submitted to the City Council for final approval on the same date. Should you have any questions please feel free to call.

Thank you,

Christy Gonzales

Christy Gonzales, Director WEMS

EXHIBIT A
City of Wharton
Ambulance Fee Schedule

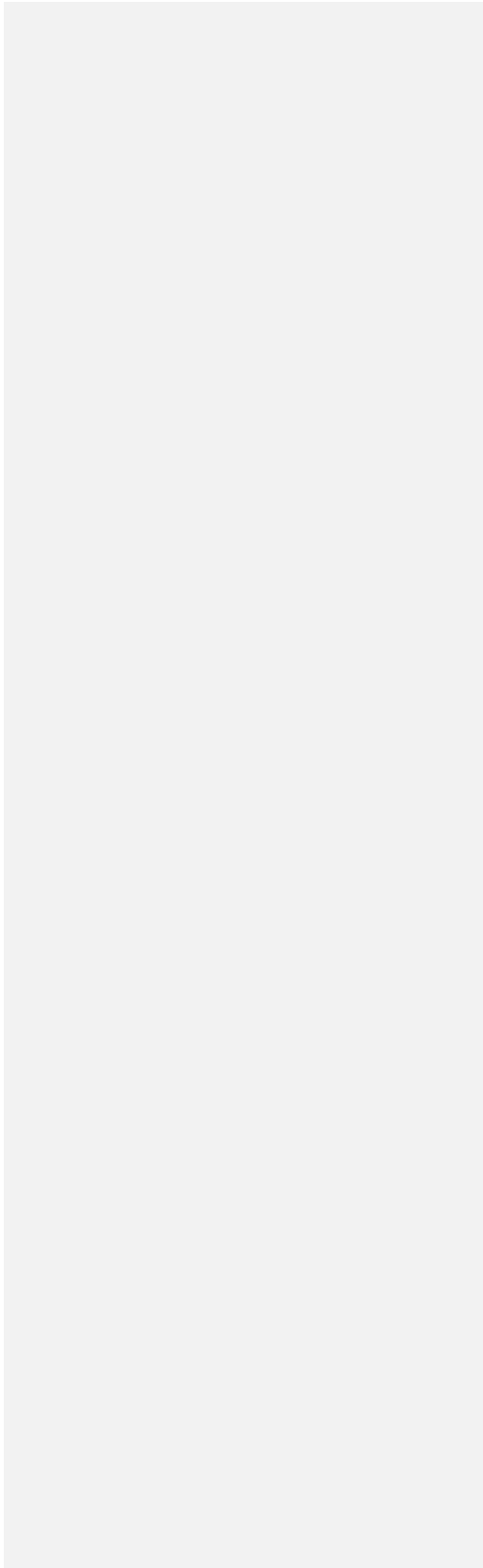
Service	Common Procedural Terminology (CPT)	Fee	MCR Allowed
Venipuncture – blood draw	36415	\$50.00	n/a
Treatment only – No Transport	A0998	\$100.00	n/a
Treatment only – No Transport Level II	A0998	\$225.00	n/a
Mileage 1-17	A0425	\$15.00 <u>\$24.00</u>	\$12.15 <u>\$13.53</u>
Mileage beyond 17 miles	A0425	\$15.00	\$8.10
Advanced Life Support – non emergency service	A0426	\$525 <u>\$650</u>	\$292.43 <u>\$323.77</u>
Advanced Life Support – emergency service	A0427	\$550 <u>\$1,000</u>	\$463.02 <u>\$512.64</u>
Basic Life Support – nonemergency service	A0428	\$450 <u>\$550</u>	\$243.69 <u>\$269.81</u>
Basic Life Support – emergency service	A0429	\$500 <u>\$850</u>	\$389.91 <u>\$431.70</u>
Advanced Life Support Level II	A0433	\$700 <u>\$1,450</u>	\$670.15 <u>\$741.98</u>
Specialty Care Transport	A0434	\$850 <u>\$1,700</u>	\$792.00 <u>\$876.88</u>
Ancillary Supplies		Per fee schedule	varies

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Additional supplies and equipment usage fees.

RECORDS REQUEST FEE:

Personal Request	No Charge
Family Member Request	\$50.00
Attorney of Law Office Request	\$50.00



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

A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING THE CITY OF WHARTON RESOLUTION NO. 2022-110 AND APPROVING NEW RATES FOR EMERGENCY MEDICAL SERVICES.

WHEREAS, The City Council of the City of Wharton established rates in accordance with Resolution No. 2022-110; and,

WHEREAS, The City wishes to establish new charges and rates for emergency medical services; and,

WHEREAS, The City Council of the City of Wharton wishes to authorize the Emergency Medical Services Director to enforce said charges and the applicable fees.

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

Section I. The City Council of the City of Wharton hereby adopts the charges and fees for emergency medical services as described in Exhibit A.

Section II. The City Council of the City of Wharton hereby authorizes the Emergency Medical Services Director and his duly authorized representative to enforce charges and the applicable fees.

Section III. That Resolution No. 2022-110 shall become null and void on February 12, 2024.

Section IV. That this resolution shall become effective on February 12, 2024.

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council awarding a contract for the Wharton Police Department Roof Project and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
<p>The City Staff has obtained bids for the Wharton Police Department Roof Project. All three bids received are members of the TIPS Co-operative Program. The Finance Committee is meeting on Monday, February 12, 2024, to consider the proposals. A recommendation will be made and submitted to the City Council for approval of the award.</p> <p>The bids received are as follows:</p> <ol style="list-style-type: none"> 1. Monument Roofing Systems \$48,540.00 2. Jaco Roofing and Construction \$76,500.00 3. Brazos Commercial Roofing \$109,375.00 <p>Attached are the bids.</p> <p>Finance Director Joan Andel will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

To: Joseph R. Pace, City Manager

From: Joan Andel, Finance Director

Date: January 31, 2024

Re: Wharton Police Department Roof Project

The City staff has obtained bids for the replacement of the lower portion of the roof at the Wharton Police Department. All three of the vendors have been onsite to look at the condition of the existing roof and have provided bids which are attached for your review. All of the vendors are a member of the TIPS Cooperative Program.

The funds to pay for the roof have been allocated in the 2019 Bond Funds

Please include this item in to the Finance Committee meeting on February 12, 2024, so that a recommendation can be made and submitted to the City Council for final approval on the same date.

Please contact me for any questions.

Thank you.



ROOFING SYSTEMS

"The Leader in Green Commercial Roofing Technology"

Duro-Last® Roof Systems – TPO Roofing Systems – High Performance Rubber and Silicone Roof Coatings --Thermal Imaging
Commercial · Industrial

Proposal/Contract Agreement
MCI #0124-5355



TIPS # 21060302

January 30, 2024

City of Wharton
120 East Caney Street
Wharton, Texas 77488

Attn: Joan Anandel

Subject: Install DURO-LAST® Roofing City of Wharton Police Department @ 1407 N Richmond Rd, Wharton, TX

System Type: DURO-LAST® mechanically fastened, single ply, PVC membrane roofing system.

Proposal:

Monument Constructors, Inc. ("MCI" or "seller") hereby propose to furnish to City of Wharton ("buyer" or "customer") the necessary labor, material, equipment, insurance and supervision to install approximately 7,500 sq. ft. of a DURO-LAST® roof system, with a twenty (20) year **NDL** warranty against defects in materials and workmanship, on the project referenced. Note that unlike most other roofing systems, ponding water in and of itself does not void the DURO-LAST® warranty. This proposal is based on utilizing the following materials and qualifications:

Proposal Includes:

1. Install ½" Fan fold insulation
2. Install DURO-LAST® 50 mil white membrane on deck.
3. Install DURO-LAST® 50 mil tan membrane on transition wall
4. Install PVC coated metal trim.
5. Install DURO-LAST® pre-fabricated accessories as required to complete the system.
6. Commercial Roofing General Liability and Worker's Compensation Insurance.
7. Required Safety Equipment.
8. Clean-up and Disposal of Construction Related Equipment and Debris.

Proposal Does Not Include:

1. Repairs to any unknown or unseen structural, mechanical, electrical, or water intrusion damage or deficiencies.
2. Removal or relocation of electrical conduit, communications cables, plumbing, fencing, etc.
3. Calibration of any electronic equipment including, but not limited to: satellite dishes, communications equipment, analyzers, detectors, safety and fire detection and prevention equipment, etc.

Qualifications/Clarifications:

1. Proposal is based on overlaying the existing BUR roof.
2. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will be performed by a subcontractor of owner's choice at owner's expense.
3. If any deteriorated or damaged decking, parapet, fascia, vents, conduit, gutters, drains, etc. are encountered other than what is listed in the scope of work above; during roofing installation, MCI will notify owner or owner's representative of the situation. Upon approval by owner or owner's representative, repairs can be made by MCI with cost of repairs based on time and material or by others at the owner's discretion. *(Repairs are at owner's expense and will be billed accordingly.)*
4. MCI is not responsible for existing building conditions such as, but not limited to mold, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, or existing water damage to existing building interior, (walls, ceiling, floors, etc.).
5. **Owner to verify with insurance carrier or the TDI (Texas Dept. of Insurance) prior to roofing, if a TDI windstorm certification is required. MCI will pay cost related to TDI inspection only. Owner hereby agrees to pay balance of contract at completion of project and verification of inspection by engineer is made. This verification will be provided by MCI in the form of a WPI-1 form submitted by engineer to TDI. After inspection is made the owner will be responsible for obtaining a copy of the WPI-8 windstorm certificate from Texas Department of Insurance.**
6. Proposal is based on current limits for MCI liability and worker's compensation insurance. A certificate of coverage will be furnished upon request. All invoices are due upon receipt. Payment is to be made to Monument Constructors, Inc., P.O. Box 22497, Beaumont, TX. 77720-2497
7. If buyer fails to fulfill the terms of payment, all past due invoices shall bear interest at the maximum legal rate allowed by law. Buyer agrees to reimburse seller for all costs incurred including but not limited to attorneys' fees and expenses, for the collection of any past due invoices.
8. **Sheet Metal Trim & Gutters** – Owner to select color of metal trim from "Standard" colors on Berridge Metals color chart. All choices made from outside of "Standard" colors or Berridge Metals are subject to a cost change that could result in additional costs to customer/ owner in the form of a Change Order.

Special Conditions:

Customer to supply utility connections as needed for project, relocation of vehicles during construction and staging area for equipment and storage containers

Start Up Time:

To be determined after a signed proposal or a *written* purchase order signed by the buyer or buyer's representative, is received by MCI. The buyer's purchase order constitutes acceptance of all conditions of this proposal except as approved in writing by buyer and MCI.

Payment Options:

1. **Standard Payment Terms:** Bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion of project and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

_____ Initial

_____ Date

2. **Master Card or Visa Card Payment Terms:** 50% due upon signing of contract with bi-weekly progressive draws against balance amount due based on percentage of completion. Total balance due on substantial completion and/or receipt of final invoice. All invoices are due upon receipt and made payable to Monument Constructors, Inc., P. O. Box 22497, Beaumont, Texas 77720-2497. (based on credit card approval with service fee to be added to contract amount) Warranty will not be validated by Monument Constructors, Inc. until project is paid in full as agreed including retained funds. Terms accepted by

_____ Initial

_____ Date

Proposed Amount: \$48,540.00

NO SALES TAX INCLUDED

Proposal amount honored for next 60 days.

Cont. MCI #0124-5355
Intellectual Property:

Intellectual Property:

Buyer agrees that this document is the property of Monument Constructors Inc. (MCI) and is intended for the sole and private use of the buyer and/or buyer's representatives to which it is addressed. It is not to be copied, or distributed outside the buyer's organization without the express written consent of MCI unless and until it is approved in writing by the buyer's legal representative and MCI. This proposal may not be used to establish a scope of work, specification, plan, or any other such document by which other developers, builders, contractors, construction companies, etc., may submit a comparative bid, quote, proposal, or similar document. If the buyer and/or buyer's representatives to which this document is addressed use this document to establish a specification or solicit comparative bids for the scope of work or any portion thereof as described herein, the buyer agrees to pay MCI a consulting fee equivalent to 15 percent of the "Total Proposal Amount" listed above. This fee is in addition to any other payments due MCI for any other products or services which MCI provides to the buyer under this agreement or any other past or future agreement between the buyer and MCI.

Acceptance of Proposal/Contract Agreement MCI #0124-5355:

Signature

Date

Monument Constructors, Inc.

Monument Constructors, Inc. P. O. Box 22497. Beaumont, Texas 77720
office: 409.860.9343 fax: 409.860-9248 toll-free: 800.580.9343
www.monumentgreenroof.com

Revised 07/09/21

JACO ROOFING & CONSTRUCTION, INC.

Proposal - Based on Contract #21060301 with TIPS

Revised January 26, 2024

City of Wharton
120 E. Caney St.
Wharton TX. 77488

RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM OVER EXISTING ROOF @ CITY OF WHARTON POLICE DEPARTMENT FRONT MAIN ROOF LOCATED AT 1407 N. RICHMOND RD.

Attn: Joan Andel

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 15-year labor and material, no-dollar limit, transferable, Duro-Last warranted roof system on the above referenced project. The Duro-Last warranty also does not exclude ponding water, as do most other warranted systems. This proposal is based on utilizing the following material and qualifications:

1. Duro-Last 50 mil. white PVC reinforced membrane.
2. Duro-Last 1-3/4" fascia bar with metal fascia trim (owner to choose color).
3. Underlayment: Duro-Guard 1/2" EPS recover insulation.
4. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

1. Walkpads are included at rooftop hvac split units.
2. Proposal based on overlaying of existing roof, per Duro-Last specifications.
3. Wood blocking is included under conduit.
4. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
5. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof. Jaco Roofing & Construction, Inc. will not be responsible for leaks or possible interior damage.
6. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
7. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Roofing and Construction, Inc.**

1725 S. Velasco – Angleton, TX 77515
(979)265-6101
Fax (979) 265-6448

"Duro-Last Platinum Contractor"
1-800-265-JACO
www.jacoroofting.com
info@jacoroofting.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

- 8. This pricing proposal was developed using Jaco's contract number 21060301 with the Interlocal Purchasing Systems (TIPS). If this proposal is accepted, the Jaco TIPS price schedule, terms and conditions will be applied. A purchase order, Notice to Proceed or AIA document will need to be sent to TIPS Purchasing @ tipspo@tips-usa.com.
- 9. City permit is included.
- 10. State and local taxes are not included.
- 11. Quotation based on Jaco's Standard Insurance Limits.
- 12. Payment terms: One half of contract amount due upon delivery of materials to jobsite and reroof commencement, with balance due upon completion and issuance of Factory Roof Warranty. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon.
- 13. Price subject to change if not accepted within 20 days of quote date due to fluctuation of material market.
- 14. Buyer can cancel this contract within 3 days without penalty.

TOTAL PROPOSAL \$ 76,500.00

***** Total Proposal includes an allowance for tear-off of up to 2,000 sq. ft. of damaged area.**

Respectfully Submitted,

JACO ROOFING & CONSTRUCTION, INC.

Wayne Parker
Sales Manager

Agreed and Accepted:

By:

(Authorized Signing Officer)

(Printed Name)

(Title)

(Date)



THE INTERLOCAL PURCHASING SYSTEM

JACO ROOFING
 1-800-265-5226 & CONSTRUCTION, INC.



BRAZOS COMMERCIAL ROOFING



Item-13.

COMMERCIAL - INDUSTRIAL - ROOFING - SHEETMETAL - INSULATION - WATERPROOFING - COATINGS

PROPOSAL

Date: 1/31/2024

To: Terry Lynch
City of Wharton

From : Gilbert Avila
Brazos Commercial Roofing
113 E. Main St.
Clute, TX 77531

Project: 1409 N Richmond Rd, Wharton, TX 77488 Reroof

We propose to furnish all materials, labor supervision, insurance, and everything necessary to do the following work according to the specifications and recommendations of the material manufacture

Reroof Lower Section ~8,000 sqft

- o Perform all work in accordance with OSHA guidelines
- o Remove roofing materials to existing metal deck and dispose in dumpsters
- o Replace any LWC and Metal Decking that is identified to be bad based on Unit Prices
- o Install 3.5" Iso insulation over existing deck and fasten to deck with mechanical fasteners and plates
- o Install new 2x6 nailers around perimeter edge to raise roof to match new insulation thickness
- o Install 60 mil TPO membrane over new insulation with mechanical fasteners and plates, heat-weld seams
- o Install new TPO pipe boots, base flashings, termination bar and edge metal details
- o Install new scuppers and downspouts from pre-finished 24 gauge galvanized metal
- o Provide Owner with Brazos Commercial Roofing's TWO - YEAR Workmanship Warranty on work completed
- o Provide Owner with Manufacturer's TWENTY - YEAR Material and Labor Warranty

Pricing NOT inclusive of taxes, permits, and fees. Does not include any lightning protection, plumbing, masonry, or structural. Does not include disconnect or reconnect of any mechanical or electrical. Unless otherwise stated does not include replacement of insulation or additional metal replacement as such any additional insulation or metal replacement will be at Unit Pricing – Payment Terms (30% to mobilize and bill monthly, Substantial Completion, 10% at Warranty)

The above proposal for Sum Of \$ 109,375.00 no tax included

*TWO YEAR WORKMANSHIP WARRANTY INCLUDED

Invoices net 30 days

Owner recognizes that if moisture has entered the dwelling prior to the contractor beginning work, contractor is not liable for property damage or bodily injury claims allegedly resulting from insect damage or fungus and mold infestation. I have seen and understand the terms and conditions of the standard warranty issued by Brazos Industries.

Signature: _____ Date: _____

Note: This proposal may be withdrawn by us if not accepted within 15 days

All materials are guaranteed to be as specified. All work to be completed in a workman like manner according to standard roofing practices. Any alteration or deviation from specifications outlined above involving extra cost will be executed only upon written approval, and will become an extra charge over and above the estimate. Agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

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

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

WHEREAS, Bids were received for the Wharton Police Department Roof Project; and,

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

WHEREAS, The Wharton City Council wishes to award a contract to _____ for the Wharton Police Department Roof Project in the amount of \$ _____; and,

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

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

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

Section I. The Wharton City Council hereby authorizes the Mayor to execute a contract for the Wharton Police Department Roof Project to _____ in the amount of \$ _____.

Section II. The City of Wharton and _____ are hereby bound by the conditions as set forth in the agreement.

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

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	City of Wharton Proficiency Allowances: A. Resolution: A resolution of the Wharton City Council updating the proficiency allowance for the City of Wharton Employees.
<p>Attached is a draft resolution updating the proficiency allowances the City offers its employees. Although some of the proficiency allowances have been in place for several years, the City Staff is recommending that it be updated in this resolution to add Bilingual Proficiency, Basic Animal Control Officer Proficiency Pay, and Water License D Proficiency Pay.</p> <p>The City Council Finance Committee will meet on Monday, February 12, 2024, and will formulate a recommendation to the City Council regarding the proficiency allowances.</p> <p>City Secretary, Paula Favors, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

Date: February 2, 2024
From: Paula Favors, City Secretary
To: Joseph R. Pace, City Manager
Subject: Proficiency Pay Resolution

Attached is a copy of a draft Proficiency Pay Resolution. The Personnel Department has worked with several departments on the request to create a Bilingual Proficiency Pay Policy. There are some departments that have employees that are utilized to speak Spanish when the need arises and this policy would give a monthly stipend for the City having to use their service. There is also a request to add under Public Works Department the Water License D and Basic Animal Control Officer proficiency pay. At the current time, the City does not have any employees that would qualify but the hopes are in the future this would be an incentive for employees. We are asking the City Council to consider updating and formalizing this proficiency pay resolution for City of Wharton Employees.

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



**“Exhibit A”
Bilingual Proficiency Pay Policy
February 2024**

The Employee Handbook of the City of Wharton, Texas dated December 1, 2012 be amended as follows:

Bilingual Proficiency Pay Policy is as follows:

Bilingual Proficiency Pay Policy

Purpose.

To establish the conditions under which employees are eligible for and receive compensation for usage of a language (Spanish) in which they have documented fluency to enhance the delivery of services to City customers.

Applicability.

This policy applies to an eligible employee who successfully passes a language fluency test administered by Human Resources.

Definitions:

Eligible employee: a non-seasonal employee funded for a minimum of 1,040 work hours in a fiscal year who has successfully passed a language fluency test, and; is in a department where there is a need for a language skill.

Conditions.

- An employee receiving Bilingual Proficiency Pay is expected to assist other non-bilingual employees in translating verbal and/or written communications. Assistance may be required for other departments or areas that extend beyond the employees’ normal scope of responsibilities.
- An employee receiving Bilingual Proficiency Pay who declines reasonable assistance to non-bilingual employees or assistance to the public may have their proficiency pay revoked.
- If a participating employee is promoted, transfers, or is demoted to a position for which the language skill is not needed, or voluntarily withdrawals from the program, Bilingual Proficiency Pay will discontinue.

An employee’s participation in the program shall not be construed as a contract between them and the City of Wharton. The City reserves the right to change, modify, amend, revoke, or rescind all or part of this policy in the future.

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

A RESOLUTION OF THE WHARTON CITY COUNCIL UPDATING THE PROFICIENCY ALLOWANCE FOR THE CITY OF WHARTON EMPLOYEES.

WHEREAS, the Wharton City Council has determined there is a need to improve education for City of Wharton employees; and,

WHEREAS, the Wharton City Council wishes to resend any previous resolution prior to this date for proficiency allowance; and,

WHEREAS, the Wharton City Council wishes to update and formalize said policy in resolution form; and,

WHEREAS, the Wharton City Council hereby has established proficiency allowance policy for the City of Wharton employees; and,

WHEREAS, the Wharton City Council wishes to authorize proficiency allowance for the City of Wharton Employees who hold current certifications; and,

WHEREAS, the Wharton City Council approves this policy in the fiscal year’s budget; and,

WHEREAS, the Wharton City Council wishes to authorize the City Manager to implement the policies and procedures as set forth in this proficiency allowance resolution.

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 City of Wharton employee’s proficiency allowance policy, as follows:

Public Works Department:

Water License D	\$ 50.00 per month
Water License C	\$100.00 per month
Water License B	\$150.00 per month
Water License A	\$200.00 per month
Wastewater License C	\$100.00 per month
Wastewater License B	\$150.00 per month
Wastewater License A	\$200.00 per month
Sewer Collection I	\$75.00 per month
Sewer Collection II	\$100.00 per month
Sewer Collection III	\$150.00 per month
TDA Pesticide Applicators License	\$100.00 per month
Certified Applicator Technician	\$50.00 per month
Commercial Driver’s License Class A	\$50.00 per month
Commercial Driver’s License Class A Haz-Mat	\$75.00 per month
Underground Storage Tank Class C	\$100.00 per month
Underground Storage Tank Class A & B	\$175.00 per month

Police Department:

Police Officer Intermediate Certificate	\$80.00 per month
Police Officer Advanced Certificate	\$120.00 per month
Police Officer Master Certificate	\$200.00 per month

Communications:

Intermediate Telecommunicator	\$80.00 per month
Advanced Telecommunicator	\$120.00 per month
Master Telecommunicator	\$200.00 per month

Animal Control:

Basic Animal Control Officer	\$100.00 per month
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City Secretary:

Texas Registered Municipal Clerk (TRMC)	\$125.00 per month
Master Public Information Officer (FEMA)	\$50.00 per month

Municipal Court:

Certified Court Clerk Level I	\$25.00 per month
Certified Court Clerk Level II	\$50.00 per month
Certified Municipal Court Clerk	\$75.00 per month

Code Enforcement:

Certified Flood Plain Manager	\$100.00 per month
Texas Code Enforcement Officer License II	\$50.00 per month
Texas Code Enforcement Officer License III	\$75.00 per month

All:

Certified Public Manager (CPM)	\$100.00 per month
Certified Public Accountant (CPA)	\$100.00 per month
Bilingual (Spanish Only)	\$100.00 per month
*See "Exhibit A" attached – Procedures outlined in Policy Book	

Section. II. That the Wharton City Council hereby authorizes the City Manager to implement the policies and procedures as set forth in this policy.

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

Passed, Approved, and Adopted this the 12th day of February 2024.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code for the Failure to Appear Program with the Wharton Municipal Court and to authorize the Mayor of the City of Wharton to execute a revised interlocal cooperation contract with the Texas Department of Public Safety.
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Attached is information regarding the revised Interlocal Cooperation Contract for the Failure to Appear Program through the Texas Department of Public Safety. The Wharton City Council approved a contract originally on February 25, 2019, to improve court collection and compliance and to comply with mandated State Collection Improvement Program requirements.

Due to changes in the 88th Legislative Session, the Department revised the FTA contract (ICC). The City of Wharton is required to sign a new contract to continue with the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

A draft copy of the revised Interlocal Agreement and resolution is attached. City Attorney, Paul Webb, has reviewed the documents related to the contract and found the contract to be in order.

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	

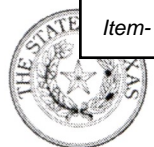


TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



Item-15.

STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

WHARTON MUNICIPAL COURT
120 E CANEY ST
WHARTON, TX 77488

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:

Enforcement & Compliance Service

5805 North Lamar Blvd, Bldg A,

Austin, TX 78752-0300

E-mail: driver.improvement@dps.texas.gov

Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

**CITY OF WHARTON
RESOLUTION NO. 2020-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A REVISED CONTRACT OFFERED BY THE TEXAS DEPARTMENT OF PUBLIC SAFETY TO ACCOMMODATE CHAPTER 706 OF THE TEXAS TRANSPORTATION CODE FOR THE FAILURE TO APPEAR PROGRAM WITH THE WHARTON MUNICIPAL COURT AND TO AUTHORIZE THE MAYOR OF THE CITY OF WHARTON TO EXECUTE A REVISED INTERLOCAL COOPERATION CONTRACT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, The City of Wharton participates in the Failure to Appear Program; and,

WHEREAS, The Wharton City Council wishes to continue participating in the said program and to enter into a revised Interlocal Cooperation Contract with the Texas Department of Public Safety to meet requirements of House Bill 291; and,

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

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

Section I. The City of Wharton hereby approved the City of Wharton’s participation in the Failure to Appear Program.

Section II. The Mayor of the City of Wharton is hereby authorized to execute a revised Interlocal Cooperation Contract with the Texas Department of Public Safety to implement the program

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

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Scope of Qualifications for the City of Wharton CDBG-DR Buyout Program Demolition Services funded and administered through the Texas General Land Office (GLO) Administration.
<p>The City Staff solicited Scopes of Qualifications for demolition services in reference to the City of Wharton CDBG-DR Buyout Program.</p> <p>Scopes of Qualifications were received at City Hall and need to be evaluated to select the most advantageous submissions to request cost proposals. Scopes of Qualifications were received from the following:</p> <ol style="list-style-type: none"> 1. DSW Homes LLC 2. Sitek Omni Services 3. Grant Mackay 4. Albo LLC 5. C4 Land Management 6. JW Turner Construction 7. Triple J Demo <p>The City Council Finance Committee will meet on Monday, February 12, 2024, to score the Scopes of Qualifications and provide a recommendation to the City Council at the meeting at 7:00 p.m. for the selected firms to request cost proposals from.</p> <p>Director of Planning & Development Gwyn Teves will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: February 6, 2024

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: Scope of Qualifications for City of Wharton CDBG-DR Buyout Program
Demolition Services funded and administered through the Texas General
Land Office (GLO) Administration

The City Staff solicited Scopes of Qualifications (SOQ) for demolition services in reference to the City of Wharton CDBG-DR Buyout Program.

SOQs were received at City Hall and need to be evaluated to select the most advantageous submissions to request cost proposals from. The SOQs were received from:

1. DSW Homes LLC
2. Sitek Omni Services
3. Grant Mackay
4. Albo LLC
5. C4 Land Management
6. JW Turner Construction
7. Triple J Demo

The City Council Finance Committee will meet on Monday, February 12, 2024, to score the SOQs and provide a recommendation to the City Council at the meeting at 7 pm for the selected firms to request cost proposals from.

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

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

CITY COUNCIL COMMUNICATION


Meeting Date:	2/12/2024	Agenda Item:	Resolution: A resolution of the Wharton City Council approving Change Order No. 10, for additional contract time with Weisinger, Inc., for the Wharton Well and Water Plant Project and authorizing the Mayor to execute all documents related to said change order.
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Attached you will find the Wharton Well & Water Plant – Contract #2 (Water Well), Change Order No. 10 from Weisinger, Inc., for additional time to the contract in the amount of 30 days. The extension is being requested due to multiple experienced delays on the part of E-Contractors – Contract #1. This will move the contract completion date to March 7, 2024.

Attached is a copy of the change order for review.

As of January 26, 2024, the well has been pumping water and final action items are being completed. This extension will allow Weisinger to finalize any punch list items and perform any final paperwork to complete the contract.

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

City Manager: Joseph R. Pace	Date: Thursday, February 8, 2024
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: February 7, 2024

FROM: Gwyneth Teves, Director of Planning & Development

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

SUBJECT: Wharton Well & Water Plant – Contract # 2 (Water Well), Change Order #10

Attached please find the Wharton Well & Water Plant – Contract #2 (Water Well), Change Order #10 from Weisinger, Inc. for additional time to the contract in the amount of 30 days. The extension is being requested due to multiple experienced delays on the part of E-Contractors – Contract #1. This will move the contract completion date to March 7, 2024. Attached is a copy of the change order for review.

As of January 26, 2024, the well has been pumping water and final action items are being completed. This extension will allow Weisinger to finalize any punch list items and perform any final paperwork to complete the contract.

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

Date of Issuance:	Effective Date:
Owner: City of Wharton	Owner's Contract No.: CFDA # 10.760
Contractor: Weisinger Incorporated	Contractor's Project No.: Contract No. 2
Engineer: Half Associates, Inc.	Engineer's Project No.: AVO31934
Project: Wharton Well and Water Plant	Contract Name: Well Construction (Well No. 5)

The Contract is modified as follows upon execution of this Change Order:

Description: Weisinger Incorporated (Contract No. 2) is requesting an extension in contract times shown below as result of electrical connection delay by Contract No. 1 that is out of Contract No. 2's control. The electrical connection was completed by Contract No. 1 on January 26, 2024. Therefore, Weisinger is requesting the time below to complete the last task under Contract No. 2.


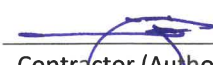
Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>NA</u>	Original Contract Times: July 21, 2021 (NTP) Substantial Completion: <u>250 days</u> Ready for Final Payment: <u>280 days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>NA</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : Substantial Completion: <u>900 days</u> Ready for Final Payment: <u>960 days</u> days
Contract Price prior to this Change Order: \$ <u>NA</u>	Contract Times prior to this Change Order: Substantial Completion: <u>January 7, 2024</u> Ready for Final Payment: <u>February 6, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>NA</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>NA</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 6 2024</u> Ready for Final Payment: <u>March 7, 2024</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Principal</u>	Title _____	Title <u>Vice President</u>
Date: <u>February 1, 2024</u>	Date _____	Date <u>1/31/2024</u>

Approved by Funding Agency (if applicable)

Title: _____

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING CHANGE ORDER NO. 10, FOR ADDITIONAL CONTRACT TIME WITH WEISINGER, INC., FOR THE WHARTON WELL AND WATER PLANT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID CHANGE ORDER.

WHEREAS, The Wharton City Council wishes to approve Change Order No. 10, for additional contract time with Weisinger, Inc., for the Wharton Well and Water Plant Project; and,

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

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

Section I. The Wharton City Council hereby authorizes Change Order No. 10, for 30 additional days to the contract with Weisinger, Inc., for the Wharton Well and Water Plant Project.

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

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

Passed, Approved, and Adopted this 12th day of February 2024.

CITY OF WHARTON, TEXAS

By: _____

TIM BARKER

Mayor


ATTEST:

PAULA FAVORS

City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	Appointments, Resignations, and Vacancies to the City of Wharton Boards, Commissions, and Committees: <ul style="list-style-type: none"> A. Resignations. B. Appointments. C. Vacancies.
Attached is the list of people serving on the various City Boards, Commissions, and Committees. There are still vacancies that also need to be filled. <p><u>Resignations:</u> None.</p> <p><u>Appointments:</u> None.</p> <p><u>Vacancies:</u></p> <ul style="list-style-type: none"> A. Beautification Commission. B. Building Standards Commission. C. Mayor’s Committee on People with Disabilities. D. Plumbing and Mechanical Board. 			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			

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

WHARTON REGIONAL AIRPORT BOARD	TWO YEAR TERM	Reappointment
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	

BEAUTIFICATION COMMISSION	TWO YEAR TERM	Reappointment
Nancy Mata	June 30, 2024	
Vacant	June 30, 2024	
Rachel Roberson	June 30, 2024	
Vacant	June 30, 2025	
Adraylle Watson	June 30, 2025	
Debbie Folks	June 30, 2025	
Sheryl Joost	June 30, 2025	

BUILDING STANDARDS COMMISSION	TWO YEAR TERM	Reappointment
Leonard Morales	June 30, 2025	
Vacant	June 30, 2025	
Vacant	June 30, 2025	
Paul Shannon	June 30, 2025	
Vacant	June 30, 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		

ELECTRICAL BOARD	TWO YEAR TERM	Reappointment
Councilmember Burnell Neal	June 30, 2025	
Oscar Uribe	June 30, 2025	
Philip Hamlin	June 30, 2024	
Milton Barbee	June 30, 2024	
Hector Hernandez- Fire Marshal		

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

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

Faye Evans	June 30, 2024
Vacant	June 30, 2024
Vacant	June 30, 2025
Delia Gonzales	June 30, 2025
Sheena Barbee	June 30, 2025
Cheryl Lavergne	June 30, 2025
Mayor Tim Barker- Ex Officio	

HEALTH OFFICER	TWO YEAR TERM	Reappointment
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Dr. Jeff Gubbels, MD	June 30, 2024
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VETERINARIAN	TWO YEAR TERM	Reappointment
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Dr. Cody Pohler, DVM	June 30, 2024
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MUNICIPAL COURT JUDGE	TWO YEAR TERM	Reappointment
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Jared Cullar	June 30, 2025
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PLANNING COMMISSION	TWO YEAR TERM	Reappointment
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Johnnie Gonzales	June 30, 2025
Rob Kolacny	June 30, 2025
Michael Quinn	June 30, 2025
Marshall Francis	June 30, 2024
Adraylle Watson	June 30, 2024
Michael Wootton	June 30, 2024
Joel Williams	June 30, 2024

PLUMBING AND MECHANICAL BOARD	TWO YEAR TERM	Reappointment
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A. J. Rath	June 30, 2024
Vacant	June 30, 2025
Vacant	June 30, 2024
Robert Sanchez	June 30, 2025
Vacant	June 30, 2024

Claudia Velasquez, Building Official - ExOfficio
Public Works Director Anthony Arcidiacono- Ex Officio
Mayor Tim Barker - Ex Officio

WHARTON ECONOMIC DEVELOPMENT CORPORATION	TWO YEAR TERM	Reappointment
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Michael Wootton	September 30, 2024
Alice Heard Roberts	September 30, 2024
Freddie Pekar	September 30, 2024
Larry Pittman (Councilmember)	September 30, 2024
Russell Machann- (Councilmember)	September 30, 2025
Andrew Armour	September 30, 2025
Michael Roberson	September 30, 2025

CITY COUNCIL COMMITTEES - Renew June 30th of Each Year

ANNEXATION COMMITTEE

Tim Barker
 Russell Machann
 Don Mueller

FINANCE COMMITTEE

Russell Machann
 Larry Pittman
 Tim Barker

HOUSING COMMITTEE

Terry Freese
 Russell Machann
 Burnell Neal

INTERGOVERNMENTAL RELATIONS COMMITTEE

Terry Freese
 Tim Barker
 Larry Pittman

LEGISLATIVE COMMITTEE

Tim Barker
 Larry Pittman
 Steven Schneider

PUBLIC HEALTH COMMITTEE

Terry Freese
 Larry Pittman
 Russell Machann

PUBLIC SAFETY COMMITTEE

Larry Pittman
 Terry Freese
 Don Mueller

PUBLIC WORKS COMMITTEE

Terry Freese
 Don Mueller
 Burnell Neal

TELECOMMUNICATIONS COMMITTEE

Burnell Neal
 Terry Freese
 Don Mueller

WHARTON ECONOMIC DEVELOPMENT CORP BOARD OF DIRECTORS SELECTION COMMITTEE

Tim Barker
 Steven Schneider
 Larry Pittman

ECONOMIC DEVELOPMENT COMMITTEE


Tim Barker
 Burnell Neal
 Russell Machann

PARKS AND RECREATION COMMITTEE

Steven Schneider
 Russell Machann
 Terry Freese

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

CITY COUNCIL COMMUNICATION

Meeting Date:	2/12/2024	Agenda Item:	City Council Boards, Commissions, and Committee Reports: A. Finance Committee meeting held January 22, 2024.
Attached you will find the reports from the above-mentioned Committees.			
City Manager: Joseph R. Pace		Date: Thursday, February 8, 2024	
Approval: 			
Mayor: Tim Barker			



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

Date: January 23, 2024

From: City Council Finance Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held January 22, 2024

At the January 22, 2024, City Council Finance Committee Meeting, the Committee met and discussed the following items:

1. Review & Consider: Minutes from the meeting held January 8, 2024.
2. Review & Consider: Resolution: A resolution of the Wharton City Council approving a three-year agreement with two additional one-year periods for Auditing Services for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to agreements on behalf of the City of Wharton. The Committee voted to recommend this item to the City Council for consideration.

Adjournment.