



**CITY OF WHARTON  
PARKS & RECREATION COMMITTEE MEETING**

**Monday, May 08, 2023  
6:00 PM**


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

**NOTICE OF  
CITY OF WHARTON  
PARKS & RECREATION COMMITTEE MEETING**

Notice is hereby given that a Parks & Recreation Committee Meeting will be held on Monday, May 08, 2023 at 6:00 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 4th day of May 2023.


By:   
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Parks & Recreation Committee 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 May 4, 2023, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 4th day of May 2023.

**CITY OF WHARTON**

By:   
Paula Favors  
City Secretary



**A G E N D A**  
**CITY OF WHARTON**  
**Parks & Recreation Committee Meeting**  
**Monday, May 08, 2023**  
**City Hall - 6:00 PM**

**Call to Order.**

**Roll Call.**

**Public Comments.**


**Review and Consider:**

1. Minutes from the meeting held on March 13, 2023.
2. City of Wharton Dog Park:
  - A. Resolution: A resolution of the Wharton City Council approving a location for the City of Wharton Dog Park and authorizing the Mayor of the City of Wharton to execute all documents related to said approval.
  - B. Resolution: A resolution of the Wharton City Council awarding a contract to Kraftsman Commercial Playgrounds & Water Parks for the installation of fencing and equipment for the Dog Park and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
3. Resolution: A resolution of the Wharton City Council accepting funding from the Bay Area Council on Drugs & Alcohol (BACODA) for the Beautification Commission's Rock Garden Project and authorizing the Mayor to execute all documents related to said funding.

**Adjournment.**

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

# PARKS & RECREATION COMMITTEE

Meeting Date:	5/8/2023	Agenda Item:	Minutes from the meeting held on March 13, 2023.
Attached are the minutes from the meeting held March 13, 2023.			
City Manager: Joseph R. Pace		Date: Thursday, May 4, 2023	
Approval: 			
Mayor: Tim Barker			

**MINUTES**  
**OF**  
**CITY OF WHARTON**  
**CITY COUNCIL PARKS AND RECREATION COMMITTEE MEETING**  
**City Hall, 120 East Caney Street, Wharton, Texas**  
**Monday, March 13, 2023**  
**6:15 p.m.**

City Manager, Joseph R. Pace, declared a meeting of the City Council Parks and Recreation Committee duly open for the transaction of business at 6:18 p.m.

Committee Members present: Councilmember, Steven Schneider and Councilmember, Terry Freese.

Committee Member absent: Councilmember, Russell Machann.

Council Member present: Councilmember, Clifford Jackson.

Staff Members present: City Manager, Joseph R. Pace; Assistant City Manager, Paula Favors; Assistant to the City Manager, Brandi Jimenez; Finance Director, Joan Anandel and Director of Planning & Development, Gwyn Teves.

Staff Members absent: None.

Visitors present: Ms. Stephanie Konvicka and Ms. Debbie Cenko.

Public comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held February 27, 2023. Councilmember, Steven Schneider, made a motion to approve the minutes as presented. Councilmember, Terry Freese, seconded. All voted in favor.

The second item on the agenda was to review and consider Resolution: A resolution of the Wharton City Council approving a lease agreement between the City of Wharton and Hesed House of Wharton for use of the Dickson Rowan House located in Dinosaur Park, 421, 421A, 421B, 501 and 505 Colorado Street and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement. Director of Planning & Development, Gwyn Teves, stated to the Committee that on September 9, 2019, the Wharton City Council approved a lease agreement with Hesed House of Wharton, a nonprofit 501(c) 3 organization, for the lease of the Dickson Rowan House at Dinosaur Park. She stated that Hesed House had been providing numerous services to the community since opening as outlined in the original lease agreement beginning November 13, 2018.

She stated that on April 26, 2021, Ms. Konvicka, presented a proposal to the City Council Parks and Recreation Committee and City Council for an expansion of services and extension of the current lease to include the three adjoining houses at 421, 421A & 421B Colorado Street owned by the City of Wharton. She stated that the City Council approved a new lease with Hesed House of Wharton Texas to include the houses at Dinosaur Park, 421, 421A & 421B Colorado Street for a term of ten (10) years with a one (1) time renewal of five (5) years. She stated that the programs and funding at Hesed House have been growing daily and it was the intent of Hesed House to further expand services, if approved, to include the adjoining properties of 501 and 505 Colorado Street to the lease to incorporate a new technology center and provide possible space for the Wharton County Recovery Team in times of need. She stated that it had also been requested to expand the lease to a twenty-five (25) year term to provide more stability to the funders who are generously providing funds to continue the programs and expansion that had been seen on the property. She stated there would be a twelve (12) month termination clause to allow for the move and set up of the services at a new location or termination of the program if this were ever to happen. She stated that City Attorney, Paul Webb, had reviewed the lease and had recommended a six (6) month termination clause, but Hesed House and their board were requesting the twelve (12) month termination time remain. She stated that Mr. Webb had no other recommendations for modifications and approved the remainder of the lease. After some discussion, Councilmember, Terry Freese, made a motion to recommend to the City Council to approve the lease agreement between the City of Wharton and Hesed House of Wharton for use of the Dickson Rowan House located in Dinosaur Park, 421, 421A, 421B, 501 and 505 Colorado Street for twenty-five (25) years with a one (1) renewable term of ten (10) years upon mutual agreement of both parties and with a termination clause of six (6) months. Councilmember, Steven Schneider, seconded the motion. All voted in favor.

The third item on the agenda was adjournment.

The meeting adjourned at 6:26 p.m.

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Joseph R. Pace, City Manager

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

## PARKS & RECREATION COMMITTEE

Meeting Date:	5/8/2023	Agenda Item:	City of Wharton Dog Park: A. Resolution: A resolution of the Wharton City Council approving a location for the City of Wharton Dog Park and authorizing the Mayor of the City of Wharton to execute all documents related to said approval. B. Resolution: A resolution of the Wharton City Council awarding a contract to Kraftsman Commercial Playgrounds & Water Parks for the installation of fencing and equipment for the Dog Park and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
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The Beautification Commission is recommending to the City Council the installation of a Dog Park on the Santa Fe Trail located at 900 North Fulton Street.

With the efforts and assistance from the Public Works Department, Facility Maintenance Department, and Building Department a visual walkthrough was conducted. The City Staff believes that the Dog Park would benefit the citizens if it were to be built on the Santa Fe Trail for the following reasons:

- Existing access to lighting from Santa Fe Trail.
- Adequate parking spaces.
- Access to waterlines for the dog drinking fountains.
- Adequate shading from the gazebo and planted trees.

Attached are also two alternate locations for the Dog Park.

Also, on January 10, 2022, the City Council approved to implement and fundraise for a Dog Park in an existing City Park. With fundraising efforts and assistance from Bay Area Council on Drugs & Alcohol (BACODA) the Dog Park will be fully funded to build the Dog Park.

The following proposal was obtained:

1. Kraftsman Commercial Playgrounds & Water Parks-\$56,793.38.

Kraftsman Commercial Playgrounds & Water Parks is a member of BuyBoard Cooperative Program.

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

City Manager: Joseph R. Pace	Date: Thursday, May 4, 2023
Approval: <i>Joseph R. Pace</i>	
Mayor: Tim Barker	





# City of Wharton

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

## MEMORANDUM

**DATE:** April 21, 2023  
**FROM:** Claudia Velasquez, Building Official  
**TO:** Joseph R. Pace, City Manager  
City of Wharton Council Members  
**SUBJECT:** Recommendation to build a Dog Park at 900 North Fulton

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The Beautification Commission is recommending installing a Dog Park on the Santa Fe Trail located at 900 North Fulton Street.

With the efforts and assistance from the Public Works Department, Facility Maintenance Department, and Building Department a visual walkthrough was conducted. The Dog Park would benefit the citizens if it were to be built on the Santa Fe Trail for the following reasons:

- Existing access to lighting from the Trail.
- Adequate parking spaces.
- Access to waterline for the dog fountains.
- Adequate shading from the gazebo and planted trees.

Please place this on the Parks and Recreations Committee meeting for May 8<sup>th</sup> and then if approved to the City Council the same evening.

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



Available: Access to lighting, parking, water source, and trash cans.

Need: Fencing (boundary, separating small from large side & double-gate entrance), mulching, benches, dog bag posts, water fountain for pet/human, signs for rules, play features for dogs (Both small and large)



### Mockingbird Park



Need: Waterline, lighting, additional parking spaces, fencing (boundary, separating small from large side & double-gate entrance), mulching, benches, trash cans, dog bag posts, water fountain for pet/human, signs for rules, play features for dogs (both small and large)





Location: Designated for Beautification Commission Wildflower Project and is prone to flood corner Park Ln/Oriole Ln.

Need: Fencing (boundary, separating small from large side & double-gate entrance), mulching, benches, trash cans, dog bag posts, water fountain for pet/human, signs for rules, play features for dogs (both small and large)



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

**RESOLUTION: A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A LOCATION FOR THE CITY OF WHARTON DOG PARK AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID APPROVAL.**

**WHEREAS,** The Wharton City Council wishes to approve the location for the City of Wharton Dog Park at \_\_\_\_\_; and,

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

**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 \_\_\_\_\_ as the location for the City of Wharton Dog Park.

**Section II.** That the Mayor of the City of Wharton is hereby authorized to execute any and all documents related to said approval.

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

**Passed, Approved, and Adopted** this 8th day of May 2023.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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



# City of Wharton

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

## MEMORANDUM

**DATE:** April 21, 2023  
**FROM:** Claudia Velasquez, Building Official  
**TO:** Joseph R. Pace, City Manager  
City of Wharton Council Members  
**SUBJECT:** Proposals for Dog Park Equipment and Fencing

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

With fundraising efforts and assistance from Bay Area Council on Drugs & Alcohol (BACODA) the Dog Park will be fully funded.

Kraftsman Commercial Playgrounds & Water Parks is a member of BuyBoard, therefore, the Beautification Commission would like to submit it to City Council for approval.

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



# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

Item-2.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

Page 1 of 5

## BILL TO

Wharton, City of ☎ 979-532-2492  
Claudia Velasquez  
Wharton Dog Park  
120 East Caney Street  
Wharton, TX 77488

## SHIP TO

Wharton, City of ☎ 979-532-2492  
Claudia Velasquez  
Wharton Dog Park  
900 N. Fulton Street  
Wharton, TX 77488

Terms:  
Net 30 days

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
		Revised Drawing: KPS-26655-3, Option 3, Sheet K.1.1 (4' tall fence option)					
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19					
1	RECF0001XX	Dog Play - Camel Hump Climber by Superior				\$2,504.00	\$2,504.00
1	RECF0015XX	Dog Play - Walk the Plank by Superior				\$3,317.00	\$3,317.00
2	B8WBRCS	Regal 8 ft Bench with Back, 3/4" #9 Expanded Metal, Rounded Corners, Two 2 3/8" Legs, Inground Mount	8'			\$862.62	\$1,725.24
1	FENCE-CUST	Custom Fencing by Kraftsman Supply And Install 789 Lf Of 4' O/a Blk Chain Link Using 2b Fabric (fuse Bonded) (4') Chain Link - (2) 10' Wide Double Swing Gates To Match Height Of New Fencing - (3) 4' Wide Walk Gates To Match Fencing With Self Closing Device Along With Latch For Self Closing. - All Gate Frame Work To Be Powder Coated Black - 2-3/8" Sch 40 Line Post With A 12" X 24" Concrete Footing. - 3" Sch 40 Terminal, Corner And Gate Post With A 12" X 36" Concrete Footing. - 1 5/8" Sch 40 Top Rail. - 9 Ga Bottom Tension Wire. - 8 Ga Finish 2b Fuse Bonded Blk Chain Link Fabric				\$40,667.00	\$40,667.00
		<b>SHIPPED DIRECT FOUNTAINS (Installation NOT Included)</b>					
2	KP90PF	*Pet Fountain by Kay Park Recreation *Drinking Fountains to be Drop Shipped only. Installation of drinking fountains is NOT INCLUDED.		85		\$2,622.00	\$5,244.00

Item Subtotal: \$53,457.24  
Shipping & Handling: \$2,927.83  
Discount: **-\$3,364.81**  
Equipment Subtotal: \$53,020.26  
Tax: \$0.00  
Install: \$3,773.12  

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Total: **\$56,793.38**

Initials \_\_\_\_\_



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19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

Item-2.

**QUOTE #Q76229**

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

Page 2 of 5

## Special Terms and Conditions

### Ship to Address:

Items are to be delivered directly to the shipping address listed on this quotation. Please check "ship to" address on this quote for accuracy. If "ship to" address is incorrect, please contact your sales representative with correct "ship to" address. Changes to the shipment delivery address after the shipment has left the factory will incur additional charges from the freight carrier.

### Delivery and Unloading:

Customer is responsible for insuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of direct delivery shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. Delivery drivers are not required, or provided for unloading the materials/product from the truck. Kraftsman is not responsible for unloading said items.

### Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Excavation and Drainage of area for fall surfacing.
- Removal of existing fall surface materials.
- Removal of existing equipment.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- Shade systems
- Installation of Drinking Fountains is not included in proposal.

### Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

### Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

### Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

### Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

### Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

### Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

### No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Initials \_\_\_\_\_





# Kraftsman

COMMERCIAL PLAYGROUNDS &  
WATER PARKS  
19535 Haude Road  
Spring, TX 77388  
Phone: (281) 353-9599 Fax: (281) 353-2265

Item-2.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

### Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

### Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

### Installation:

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

### Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

### Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Lead Times are after approval of all Initial submittal info and colors.

Kay Park - lead time for items to ship is 8-10 weeks from the time order is placed with the manufacturer.

Superior Dog Playground - lead time for items to ship is 12-14 weeks from when the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship 12-14 weeks from the time order is placed with the manufacturer.



# Kraftsman

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Phone: (281) 353-9599 Fax: (281) 353-2265

Item-2.

QUOTE #Q76229

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

**Force Majeure:**

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.□

**Materials Receiving and Shipment Inspection:**

When unloading product at time of delivery, be sure to check for any damage to the packaging, or damage to products, and review to determine if there may be any missing pieces. Make notations on the bill of lading regarding any observed damage, or missing parts or pieces. Freight damage or lost items claims will not be honored by the freight carrier unless it is noted on the bill of lading at the time of delivery. Also be sure to get digital photos of any damage to product or packaging for use in filing a future shipping damage or shortage claim.

Initials \_\_\_\_\_



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 COMMERCIAL PLAYGROUNDS &  
 WATER PARKS  
 19535 Haude Road  
 Spring, TX 77388  
 Phone: (281) 353-9599 Fax: (281) 353-2265

Item-2.

**QUOTE #Q76229**

Date: 02/15/2023

Project: 26655

Created By: David Ondrias

Quote Name: Dog Park Equipment with 4' Fence

Page 5 of 5

## General Terms and Conditions

**Bill To:**  
 Wharton, City of

**Ship To:**  
 Wharton, City of

**Terms:**  
 Net 30 days

**CONDITIONS OF SALE**

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted \_\_\_\_\_

Date February 15, 2023

David Ondrias

**Acceptance of Proposal:**

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature \_\_\_\_\_

PO#: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

**WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT**

**Thank You! We Appreciate Your Business!**

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

**A RESOLUTION OF THE WHARTON CITY COUNCIL AWARDDING A CONTRACT TO KRAFTSMAN COMMERCIAL PLAYGROUNDS & WATER PARKS FOR THE INSTALLATION OF FENCING AND EQUIPMENT FOR THE DOG PARK AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.**

**WHEREAS,** The Wharton City Council wishes to enter into a contract for the installation of fencing and equipment for the dog park with Kraftsman Commercial Playgrounds & Water Parks, and,

**WHEREAS,** The City of Wharton and Kraftsman Commercial Playgrounds & Water Parks, wishes to be bound by the conditions as set forth in the contract; and,

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

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

**Section I.** The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute a contract with Kraftsman Commercial Playgrounds & Water Parks for the installation of fencing and equipment at the dog park.

**Section II.** The City of Wharton and Kraftsman Commercial Playgrounds & Water Parks are hereby bound by the conditions as set forth in the contract.

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

**Passed, Approved, and Adopted** this 8th day of May 2023.

**CITY OF WHARTON, TEXAS**


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

**ATTEST:**

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

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

## PARKS & RECREATION COMMITTEE

Meeting Date:	5/8/2023	Agenda Item:	Resolution: A resolution of the Wharton City Council accepting funding from the Bay Area Council on Drugs & Alcohol (BACODA) for the Beautification Commission’s Rock Garden Project and authorizing the Mayor to execute all documents related to said funding.
<p>On January 18, 2023, the Bay Area Council on Drugs &amp; Alcohol (BACODA) announced to fully fund the Beautification Commission’s Rock Garden Project at the Wharton County Library in the amount of \$2,000.00.</p> <p>The Beautification Commission and the City Liaison received notification that the Project had been selected for award and funding. The Rock Garden Project was presented to the Wharton County Commissioner’s Court and received approval.</p> <p>Attached is the Notification of Award. It is the City Staff’s recommendation that the City Council accept the award of funding and proceed with any required documents.</p> <p>Building Official, Claudia Velasquez, will be present to answer any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, May 4, 2023	
Approval: 			
Mayor: Tim Barker			



# City of Wharton

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

## MEMORANDUM

**DATE:** April 21, 2023

**FROM:** Claudia Velasquez, Building Official

**TO:** Joseph R. Pace, City Manager  
City of Wharton Council Members

**SUBJECT:** Bay Area Council on Drugs & Alcohol (BACODA) Funding Award

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On January 18, 2023, the Bay Area Council on Drugs & Alcohol (BACODA) announced to fully fund the Beautification Commission's Rock Garden Project at the Wharton County Library in the amount of \$2,000.00.

The Beautification Commission and City Liaison received notification that the Project had been selected for award and funding. The Rock Garden Project was presented to the Wharton County Commissioner's Court and received approval.

Attached is the notification of award. It is my recommendation that the City Council accept the award of funding and proceed with any required documents.

If you should have any questions, please contact me at 979-532-2491 ext. 232. Thank You.

## Memorandum of Understanding (MOU)

The mission of the Matagorda/Wharton County Community Coalition is to mobilize community resources to reduce the harmful impact of alcohol, tobacco, and other drug use in our communities. Under the CCP-COVID funding, the program seeks to reduce stigma, increase awareness, and provide opportunities to reduce stress individually and collectively, in areas at risk of higher COVID impact based on distressed community index ratings. Further, this program seeks to build capacity in the community to sustain and build on resilience factors after the short-term funding term. Developing formal agreements with local entities is an essential tool in achieving this mission. The purpose of this agreement is to document partnership with a community organization for a particular project. The outline below will provide the purpose of and a description of the specific project, the parties involved, and the role of each party, and any specific terms and conditions.

This memorandum of understanding is between **BACODA's Matagorda/Wharton County Community Coalition** and **Wharton Beautification Committee**.

### **PURPOSE AND DESCRIPTION OF PROJECT / EVENT / ACTIVITY:**

The purpose and description of this project are as follows: The BACODA Matagorda/Wharton County Community Coalition will provide funding for the rock garden.

#### ***The coalition will:***

- Provide funding in the amount of \$2,000 for the painted rock garden project located at Wharton Library 1920 N Fulton St. Wharton TX, 77488.

#### **The Wharton Beautification Committee will:**

- Provide labor for the project.
- Keep up with the maintenance of the garden.

This document is not legally binding in any way. It serves to formalize an agreement of community partners to collaborate and foster relationships. This project-specific and extends only through the life of the project and no longer than the fiscal year ended August 31, 2024, whichever comes first. Either party may disengage from the agreement in writing due to changes in funding, lack of adequate personnel, or canceled event/meeting.

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Carolann Peters, CEO  
Bay Area Council on Drugs & Alcohol  
2947 E. Broadway STE 400  
Pearland, Texas 77581  
[Carolann.peters@bacoda.org](mailto:Carolann.peters@bacoda.org)

Date

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Tim Barker

Date









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

**A RESOLUTION OF THE WHARTON CITY COUNCIL ACCEPTING FUNDING FROM THE BAY AREA COUNCIL ON DRUGS & ALCOHOL (BACODA) FOR THE BEAUTIFICATION COMMISSION’S ROCK GARDEN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAID FUNDING.**

**WHEREAS,** The City of Wharton Beautification Commission was notified on January 18, 2023, the Beautification Commission’s Rock Garden was fully funded by the Bay Area Council on Drugs & Alcohol (BACODA) in the amount of \$2,000.00, and,

**WHEREAS,** The Rock Garden Project was approved by the Wharton County Commissioner’s Court; and,

**WHEREAS,** The Wharton City Council wishes to accept the funding from the Bay Area Council on Drugs & Alcohol (BACODA) in the amount of \$2,000.00 and authorize the Mayor of the City of Wharton to execute all documents related to 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 accepts the funding from the Bay Area Council on Drugs & Alcohol (BACODA) in the amount of \$2,000.00.

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

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

**Passed, Approved, and Adopted** this 8th day of May, 2023.

**CITY OF WHARTON, TEXAS**

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

**ATTEST:**

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