



**CITY OF WHARTON
FINANCE COMMITTEE MEETING**

**Monday, December 12, 2022
6:30 PM**

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

**NOTICE OF
CITY OF WHARTON
FINANCE COMMITTEE MEETING**

Notice is hereby given that a Finance Committee Meeting will be held on Monday, December 12, 2022 at 6:30 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 December 2022.

By: 
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Finance 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 December 8, 2022, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 8th day of December 2022.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
Finance Committee Meeting
Monday, December 12, 2022
City Hall - 6:30 PM

Call to Order.

Roll Call.

Public Comments.

Review & Consider:

1. Minutes from the meeting held November 28, 2022.
2. Resolution: A resolution of the Wharton City Council approving the lease of an Elgin Broom Bear Truck from Kinloch Equipment & Supply, Inc., 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 approving an Agreement for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality with Texas Department of Transportation; and authorizing the Mayor of the City of Wharton to execute the agreement.

Adjournment.

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

FINANCE COMMITTEE

Meeting Date:	12/12/2022	Agenda Item:	Minutes from the meeting held November 28, 2022.
Attached are a copy of the draft minutes from the meeting held November 28, 2022.			
City Manager: Joseph R. Pace		Date: Thursday, December 8, 2022	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
FINANCE COMMITTEE MEETING
120 EAST CANEY STREET
WHARTON, TEXAS 77488
Monday, November 28, 2022–6:30 p.m.**

City Manager, Joseph R. Pace, declared a meeting of the City Council Finance Committee duly open for the transaction of business at 6:31 p.m.

Committee Members present were: Mayor, Tim Barker; Councilmember, Larry Pittman and Councilmember, Russell Machann.

Committee Member absent was: None.

City Council Member present was: Councilmember, Terry Freese.

Staff members present were: City Manager, Joseph R. Pace; Assistant to the City Manager, Brandi Jimenez and Finance Director, Joan Anandel.

Staff member absent was: None.

Visitors: None.

Public Comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held November 14, 2022. Councilmember, Russell Machann, made a motion to approve the minutes as presented. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider Proposed City of Wharton Write Offs:

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

Finance Director, Joan Anandel, stated to the Committee that Ms. Debra Medina from Prudentia was recommending that any account that is self-pay and had not had any activity in a year be written off. She presented the Committee the list that represents those accounts. She stated that the City Staff had checked the utility billing system to see if there were any accounts that could provide current addresses to enable Prudentia to seek further collection on any accounts that were returned with bad addresses. She stated that all of those accounts had been transferred to Linebarger, Goggan, Blair, and Sampson LLC for collection efforts to begin from our outside collectors. After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council that the total amounts be written off of the Emergency Services Accounts Receivable and should any future collections be received, the write-off would be reversed and the payment applied. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

Finance Director, Joan Anandel, stated to the Committee that the Utility Department was requesting that uncollected balances from October 2021 through September 2022 be written-off due to non-payment. She stated that the uncollected balances were mainly due to customers who have moved away without finalizing their accounts. She stated that the City had applied the customers' deposit to the account but the balance remains unpaid. She stated that each of these customers had received a final bill and that the customer is not allowed to open a new utility account in the future until all utility bad debts owed to the City have been cleared. She presented the previous years' write-off for utility accounts as follows:

2018-2019	\$23,177.44
2019-2020	\$32,417.02
2020-2021	\$24,049.55
2021-2022	\$37,022.97

After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council to approve the utility write-offs as presented. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The third item on the agenda was adjournment.

The meeting adjourned at 6:39 p.m.

Joseph R. Pace, City Manager

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

FINANCE COMMITTEE

Meeting Date:	12/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the lease of an Elgin Broom Bear Truck from Kinloch Equipment & Supply, Inc., and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
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Attached you will find a memo from Public Works Director, Anthony Arcidiacono regarding the leasing of an Elgin Broom Bear Truck from Kinloch Equipment & Supply, Inc.

Mr. Arcidiacono, will be present to answer any questions.

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



City of Wharton
Public Works Department
1005 E. Milam Street ° Wharton, TX
77488
Phone (979) 532-2491 ext. 801 ° Fax
(979) 531-1744

MEMORANDUM

Date: December 7, 2022
To: Mr. Joseph R. Pace, City Manager
From: Anthony Arcidiacono, Public Works Director
Re: Mile After Mile Lease proposal for the Elgin Broom Bear Street Sweeper

Attached please find the Mile After Mile Lease proposal for the Elgin Broom Bear Street Sweeper from Kinloch Equipment. With our current street sweeper down and the cost of repairs being higher than its worth, we will rent a sweeper for 1 week a month until the Elgin Broom Bear becomes available. The Broom Bear will be available the later part of next summer 2023.

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

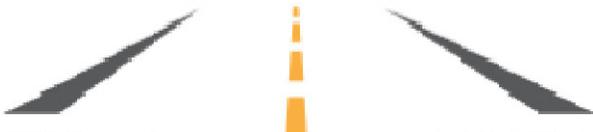
Should you have any questions, please contact me. Thank you.



Kinloch
Equipment & Supply, Inc.

P.O. Box 4919
Pasadena, TX 77502
Tel: 713.473.6213 Fax: 713.473.7858
Toll Free: 800.231.6929

Item-2.



MILE AFTER MILESM
Turnkey Leasing
Solution

The logo for Mile After Mile features a stylized road with a yellow dashed center line and two grey road edges, all contained within a white trapezoidal shape.

Proposal For
The City of Wharton



As an alternative to the traditional equipment acquisition model, we offer a turnkey “cradle to grave” equipment acquisition and operation solution that achieves the best of both worlds.....high productivity and low cost of ownership and operation. We call this program **Mile After Mile™**.

We are pleased to offer our proposal based on the Elgin Broom Bear truck mounted mechanical sweeper. Elgin is the longest tenured manufacturer of sweepers in North America as well as being the market leader. The Broom Bear features:

- Single-engine technology
- Twin variable displacement hydraulic pumps for increased sweeper system efficiencies
- 4.5 yd³ hopper standard
- Variable dump height up to 11 feet, 2 inches
- 11" hopper side shift for maximizing dump truck/container payload distribution
- Squeegee with patented interchangeability to chevron conveyor belt system

Essentially, this is what this program offers:

- New and Unused Equipment built to the attached specifications.
- A four (4) year bumper-to-bumper warranty for both the truck chassis and sweeper
- All repairs & maintenance included (except brooms)
- Guaranteed minimum 95% equipment availability supported by free of charge loaner equipment in the event of protracted downtime

This again is designed to offer a low, fixed cost of operation and a correspondingly high level of equipment availability. This yields a lower cost of ownership per productive hour which will be explained and quantified later in this proposal.

This program is offered as a four (4) year lease with your choice of monthly or annual payments, a balloon payment at the end of the term with a guaranteed repurchase amount from Kinloch Equipment & Supply equivalent to the amount of the balloon payment resulting in net zero out of pocket to the City of Wharton

AQUISITION OPTIONS

Model	Broom Bear
Debris Body Capacity	4.5 Cubic Yards
Water Tank Capacity	360 Gallons
Conveyor System	Squeegee with replaceable rubber edging
Brooms	Dual 46" Side Brooms
Capital Cost	\$349,000.
Mile After Mile™ Program	
Four (4) Year Bumper to Bumper Warranty	Included
Four (4) Year Repair & Maintenance Agreement	Included
Free Loaner Equipment	Included



Payment Schedule	
Four (4) Annual Payments of	\$75,877.48
Purchase Option	
Upon the conclusion of the four (4) year lease term, the City of Wharton has first option to purchase this equipment for \$171,803. The City of Wharton is under no obligation to exercise this option and can opt to return the equipment to Kinloch Equipment & Supply, Inc. with no further financial obligation.	

COST PER PRODUCTIVE HOUR

Assumptions:

- 8 hours in a normal single shift workday.
- 52 weeks in a year equals 2,080 normal work hours.
- ~10 days per year (80 hours) of Federal holidays.
- Net 2,000 normal work hours per year or 8,000 total hours over four (4) year program term.
- Minimum of 95% guaranteed equipment availability equates to a minimum of 7,600 available hours of use over the four (4) year program term.

Payment Frequency	Cost Per Productive Hour
Annual	\$39.94

Under Texas Transportation Code Chapter 502, street sweepers are exempt from the requirement of titling, registering and plating in the State of Texas. As such, our proposal has made no such provisions or accommodations to provide these non-mandated services.

Prices quoted herein are in accordance with Sourcewell Cooperative Purchasing Contract # 093021-ELG.

Prices quoted herein are firm until December 30, 2022.

Sincerely,

Daniel J. Federico
 Sales Manager

SIGNED BY:

Date: _____



	<u>Weekly</u>	<u>4 Weeks</u>
SWEEPERS		
Truck Mounted Mechanical Street Sweepers	\$ 4,000	\$ 12,000
Truck Mounted Air Street Sweepers	\$ 3,850	\$ 11,500



Mechanical Bear will be available two weeks out of a month starting Nov 28.
Regenerative air unit will be available the week of Nov 14.)

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE LEASE OF AN ELGIN BROOM BEAR TRUCK FROM KINLOCH EQUIPMENT & SUPPLY, INC. 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 lease agreement with Kinloch Equipment & Supply, Inc.; and,

WHEREAS, The City of Wharton and Kinloch Equipment & Supply, Inc., 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 all documents with Kinloch Equipment & Supply, Inc., for the Elgin Broom Bear Truck.

Section II. The City of Wharton and Kinloch Equipment & Supply, Inc., 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 12th day of December 2022.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

FINANCE COMMITTEE

Meeting Date:	12/12/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving an Agreement for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality with Texas Department of Transportation; and authorizing the Mayor of the City of Wharton to execute the agreement.
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The TxDOT Staff in the Yoakum District Office have been in contact with the City in reference to entering into a Continuous Lighting Agreement for lighting to be constructed on I-69 during the construction upgrades. TxDOT is requesting that the City power and maintain the lighting to be installed from south of JM Eagle to just north of the future FM 1301 interchange. This will be an estimated total of 41 - 48' tall poles with 400-watt (equivalent) LED lighting.

The construction would be financed and completed by TxDOT. The City is being requested to provide power and maintenance to the lighting once constructed. The Staff did speak with TxDOT about the possible maintenance costs associated. Per TxDOT representatives the illumination is mounted to the top of the center barrier so there is a small chance that the poles or arms will need maintenance. It would mostly be changing the bulbs and the associated traffic control. The bulbs should last approximately ten years. The increased cost would be for the traffic control. Estimates for the traffic control necessary could be in the \$2,500 - \$5,000 per day range to give access to change the bulb(s).

After the request of Council to speak with TxDOT about a Memorandum of Understanding (MOU) for the maintenance of the lights, the City Staff did meet with Yoakum District Staff. TxDOT is not in agreement with the MOU. It was determined that the lighting being requested to be maintained by the City is aesthetic for the City only and not required safety lighting. TxDOT is also providing the required safety lighting at each entrance and exit ramp and along the feeders as needed. The safety lighting will be powered and maintained by TxDOT. The TxDOT staff advised that if the City wished to not provide the lighting and maintenance to the lighting as requested in the agreement, these lights could be removed from the final design, so as to not impact either agency.

After discussing this with TxDOT, it is currently the City Staff's that the City Council consider executing the agreement at this time. While the lighting is only aesthetic in nature, it will enhance the future intersection of F.M. 1301 and I-69 as well as the F.M. 102 and I-69 area throughout the City Limits and provide a positive look to the City for future economic opportunities.

Attached is a draft copy of the agreement, approximate schematic and the draft resolution authorizing the agreement.

City Manager: Joseph R. Pace	Date: Thursday, December 8, 2022
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: December 7, 2022
FROM: Gwyneth Teves, Director of Planning & Development
TO: Honorable Mayor and City Council
SUBJECT: US 59/I 69 Upgrade Continuous Lighting Agreement with TxDOT

TxDOT staff in the Yoakum District Office have been in contact with the City in reference to entering into a Continuous Lighting Agreement for lighting to be constructed on I-69 during the construction upgrades. TxDOT is requesting that the City power and maintain the lighting to be installed from south of JM Eagle to just north of the future FM 1301 interchange. This will be an estimated total of 41 - 48' tall poles with 400-watt (equivalent) LED lighting.

The construction would be financed and completed by TxDOT. The City is being requested to provide power and maintenance to the lighting once constructed. Staff did speak with TxDOT about the possible maintenance costs associated. Per TxDOT representatives the illumination is mounted to the top of the center barrier so there is a small chance that the poles or arms will need maintenance. It would mostly be changing the bulbs and the associated traffic control. The bulbs should last approximately ten years. The increased cost would be for the traffic control. Estimates for the traffic control necessary could be in the \$2,500 - \$5,000 per day range to give access to change the bulb(s).

After the request of Council to speak with TxDOT about a Memorandum of Understanding (MOU) for the maintenance of the lights, City Staff did meet with Yoakum District Staff. TxDOT is not in agreement with the MOU. It was determined that the lighting being requested to be maintained by the City is aesthetic for the City only and not required safety lighting. TxDOT is also providing the required safety lighting at each entrance and exit ramp and along the feeders as needed. The safety lighting will be powered and maintained by TxDOT. The TxDOT staff advised that if the City wished to not provide the lighting and maintenance to the lighting as requested in the agreement, these lights could be removed from the final design, so as to not impact either agency.

After discussing this with TxDOT, it is currently my recommendation that the City Council consider executing the agreement at this time. While the lighting is only aesthetic in nature, it will enhance the future intersection of FM 1301 and I 69 as well as the FM 102 and I 69 area throughout the city limits and provide a positive look to the city for future economic opportunities.

Attached is a draft copy of the agreement, approximate schematic and the draft resolution authorizing the agreement.

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY (Specific Limits)

THIS AGREEMENT, dated this _____ day of _____, 20_____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Wharton, Wharton County, Texas, acting by and through its duly authorized officers under a ordinance or resolution passed the _____ day of _____, 20_____, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on the highway designated as US 59 within the limits from 0.26 MI. NORTH OF FM 102 to 1 MI SOUTH OF FM 961 inside the City which is in accordance with 43 Texas Administrative Code, Section 25.11. Within the City, said lighting system hereinafter referred to as the "lighting system" is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway lighting system, conditioned that the City, as provided in 43 Texas Administrative Code, Section 25.11 and Transportation Code, §221.002, will maintain and operate said lighting system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONSTRUCTION RESPONSIBILITIES

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As this lighting system project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract; said City consent being signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notation.

"Attachment No. _____ to special AGREEMENT FOR CONSTRUCTION,

MAINTENANCE, AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY (Specific Limits) dated _____.

The City-State construction, maintenance, and operation responsibilities shall be a heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part.”

- B. All costs of constructing the lighting system will be borne by the State, and the lighting system will remain the property of the State.

Article 2. MAINTENANCE AND OPERATION RESPONSIBILITIES

- A. The City hereby agrees to furnish at its expense the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the illumination system as designated by the State. The City further agrees to maintain and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State.
- B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to the acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.
- C. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

Article 3. GENERAL

- A. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement by both parties
- B. The State will not incur any financial obligation to the City as a result of the Agreement.
- C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.
- D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.
- E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.
- F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

- H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.
- I. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting within subject matter.
- K. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- L. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 4. INDEMNIFICATION

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Each party is signing this agreement on the date stated below that party's signature.

THE CITY OF _____

Executed on behalf of the City by:

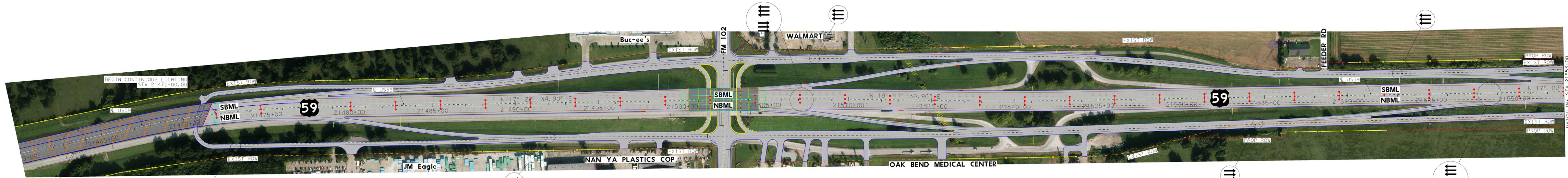
By _____ Date _____

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
_____ District Engineer



NOT A BIDDING DOCUMENT

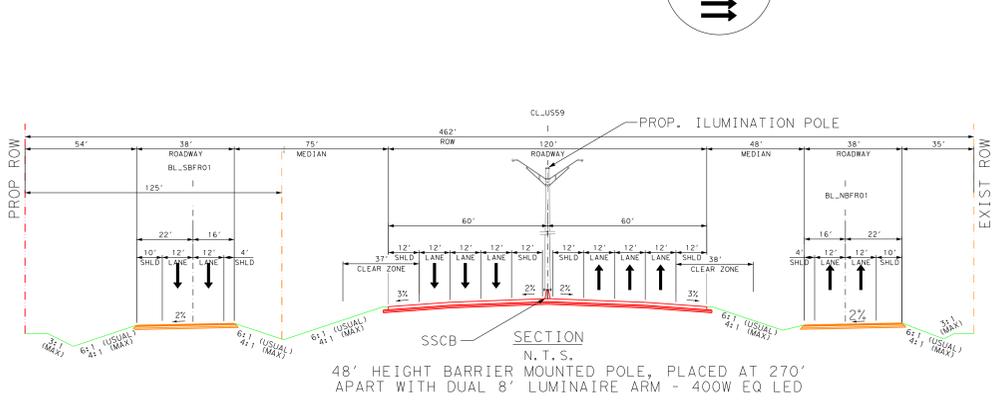
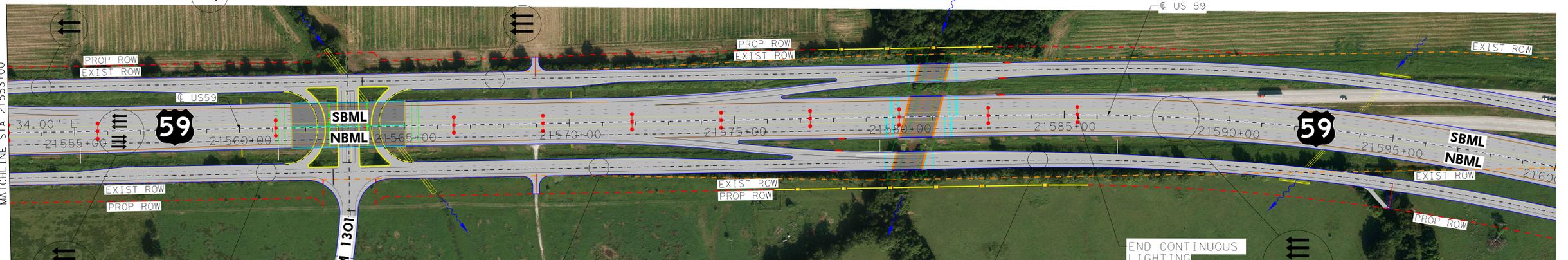
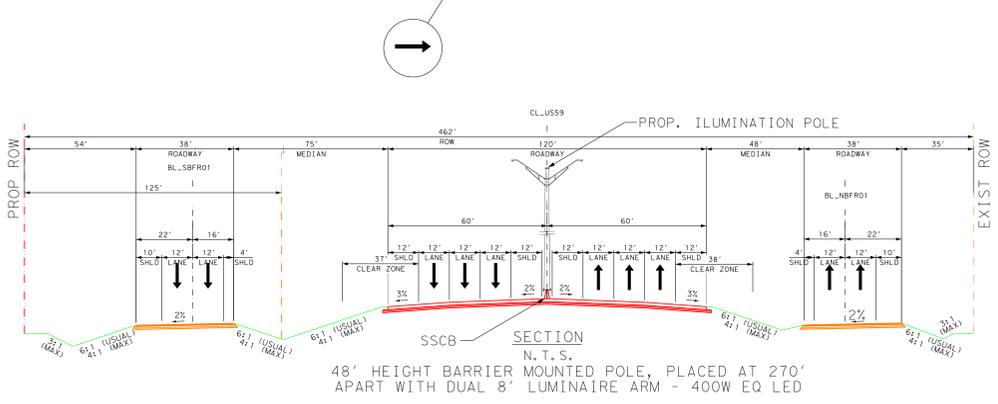
- LEGEND:**
- PROP ROADWAY ILLUM ASSEMBLY (TY SP) 485-8-B (400W) EQ LED
 - PROP ROW
 - EXIST ROW
 - TRAFFIC FLOW ARROW
- * SYMBOLS ARE EXAGGERATED IN SIZE FOR CLARITY

SCALE: 0 50' 100'

CONSOR
P-12040

Texas Department of Transportation
©2022

US 59
SCHEMATIC LAYOUT
STATION 21465+00 TO STATION 21590+00
SHEET 2 OF 1



NOT A BIDDING DOCUMENT

- LEGEND:**
- PROP ROADWAY ILLUM ASSEMBLY (TY SP) 485-8-B (400W) EQ LED
 - PROP ROW
 - EXIST ROW
 - TRAFFIC FLOW ARROW
- * SYMBOLS ARE EXAGGERATED IN SIZE FOR CLARITY

SCALE: 0 50' 100'

CONSOR
P-12040

Texas Department of Transportation
©2022

US 59
CONTINUOUS LIGHTING EXHIBIT
STATION 21472+00 TO STA 21590+00
SHEET 21 OF 21

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY WITH TEXAS DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

WHEREAS, The Wharton City Council wishes to approve an Agreement for Construction, Maintenance and Operation of Continuous Highway Lighting Systems Within a Municipality with Texas Department of Transportation; and,

WHEREAS, The City of Wharton and Texas Department of Transportation 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 for Construction, Maintenance and Operation of Continuous Highway Lighting Systems Within a Municipality with Texas Department of Transportation.

Section II. That the City of Wharton and Texas Department of Transportation wishes to be bound by the conditions set forth in the agreement.

Section III. That the Wharton City Council hereby authorizes the Mayor of the Wharton to execute the agreement.

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

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

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary