



**CITY OF WHARTON
CITY COUNCIL FINANCE COMMITTEE AND
CONSULTANT SELECTION COMMITTEE
MEETING**

**Monday, November 14, 2022
6:30 PM**

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

**NOTICE OF
CITY OF WHARTON
CITY COUNCIL FINANCE COMMITTEE AND CONSULTANT SELECTION
COMMITTEE MEETING**

Notice is hereby given that a City Council Finance Committee and Consultant Selection Committee Meeting will be held on Monday, November 14, 2022 at 6:30 p.m. 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 10th day of November 2022.

By: Joseph R. Pace
Joseph R. Pace, City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Finance Committee and Consultant Selection 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 November 10, 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 10th day of November 2022.

CITY OF WHARTON

By: Paula Favors
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
City Council Finance Committee and Consultant Selection
Committee Meeting
Monday, November 14, 2022
City Hall - 6:30 PM

Call to Order.

Roll Call.

Public Comments.


Review & Consider:

1. Minutes from the meeting held August 22, 2022.
2. U.S. 59/I-69 Upgrade Continuous Lighting Agreement with the Texas Department of Transportation (TxDOT).
3. Resolution: A resolution of the Wharton City Council approving a contract for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.

Adjournment.

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

FINANCE COMMITTEE AND CONSULTANT SELECTION COMMITTEE

Meeting Date:	11/14/2022	Agenda Item:	Minutes from the meeting held August 22, 2022.
Attached are a copy of the draft minutes from the meeting held August 22, 2022.			
City Manager: Joseph R. Pace		Date: Thursday, November 10, 2022	
Approval: 			
Mayor: Tim Barker			

**MINUTES
OF
CITY OF WHARTON
FINANCE COMMITTEE MEETING
120 EAST CANEY STREET
WHARTON, TEXAS 77488
Monday, August 22, 2022–5:30 p.m.**

City Manager, Joseph R. Pace, declared a meeting of the City Council Finance Committee duly open for the transaction of business at 5:30 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, Clifford Jackson.

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

Staff member absent was: None.

Visitors: Mr. Ken Schott with Waterstone Development Group; Mr. Xavier Solache with GFL and Mr. David Selesky with GFL.

Public Comments. There were no public comments.

The first item on the agenda was to review and consider minutes from the meeting held July 25, 2022. Councilmember, Russell Machann, made a motion to approve the minutes as presented. Mayor, Tim Barker, seconded the motion. All voted in favor.

The second item on the agenda was to review and consider Presentation from Mr. Ken Schott with Waterstone Development Group on proposed Wharton Public Improvement District No. 1. Mr. Schott made a presentation to the Committee regarding a proposed Wharton Public Improvement District No. 1. After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council the approval of the creation of the Wharton Public Improvement District No. 1 in accordance with Chapter 372 of the Texas Local Government Code. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The third item on the agenda was to review and consider Green for Life (GFL), formerly Waste Corporation of America (WCA), Rate Modification to the Solid Waste Collection and Disposal Service Franchise Agreement:

A. Resolution: A resolution of the Wharton City Council approving Amendment No. 3 to the Franchise Agreement for Solid Waste Collection Services with formerly Waste Corporation of America, presently Green for Life dated October 1, 2018 and authorizing the Mayor of the City of Wharton to execute said agreement.

B. Ordinance: An ordinance repealing and replacing the City of Wharton Code of Ordinances, Chapter 86 Utilities and Services, Article III, Solid Waste Disposal Exhibit A, providing that a violation of the ordinance or any part of the Code as adopted hereby shall constitute a penalty upon conviction of a fine and setting an effective date. Finance Director, Joan Anandel, stated to the Committee that she had received a copy of the letter dated August 11, 2022, from Mr. David Selesky of Green for Life (GFL), regarding their rate modification regarding to the Solid Waste Collection and Disposal Service Franchise between th

City of Wharton and GFL. She stated that GFL may request rate modifications in accordance with Section 14.00, Basis and Methods of Payment, Item 14.02 Modification of Rates of the General Specifications of the Franchise Agreement (copy attached). She stated that as Mr. Selesky stated, the rate increase is 5.0% in accordance with the price index mentioned in the City's franchise agreement with GFL. She stated that at the Budget Workshop on August 9, 2022, the City Staff proposed a five (5) % increase but this was prior to receiving the request. She stated that the City Staff was requesting a total solid waste increase of seven (7) %. After some discussion, Councilmember, Russell Machann, made a motion to recommend to the City Council to increase solid waste by 7%. Councilmember, Larry Pittman, seconded the motion. All voted in favor.

The fourth item on the agenda was to review and consider Ordinance: An ordinance amending the City of Wharton Code of Ordinances, Chapter 86, Sections 86-15, 86-16, 86-17, and 86-21, Utilities and Services, Article I in General; Providing that a violation of the ordinance or any part of the Code as adopted hereby shall constitute a penalty upon conviction of a fine; Providing a savings clause and revoking all ordinances or parts of ordinances in conflict herewith only to the extent same are in conflict herewith otherwise provided herein. Finance Director, Joan Andel, stated to the Committee that the proposed increase in utility rates for customers would be effective October 1, 2022. She stated that as previously discussed in the City Council Budget Workshop on August 9, 2022, the Proposed Budget included a 10% increase in water and sewer rates. After some discussion, Councilmember, Larry Pittman, made a motion to recommend to the City Council to amend the City of Wharton Code of Ordinances, Chapter 86, Sections 86-15, 86-16, 86-17, and 86-21, Utilities and Services, Article I in General. Mayor, Tim Barker, seconded the motion. All voted in favor.


The fifth item on the agenda was adjournment.

The meeting adjourned at 6:04 p.m.

Joseph R. Pace, City Manager

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

FINANCE COMMITTEE AND CONSULTANT SELECTION COMMITTEE

Meeting Date:	11/14/2022	Agenda Item:	U.S. 59/I-69 Upgrade Continuous Lighting Agreement with the Texas Department of Transportation (TxDOT).
<p>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 that is to be installed from south of JM Eagle to just north of the future F.M. 1301 interchange. This will be an estimated total of 41 - 48' tall poles with 400-watt (equivalent) LED lighting.</p> <p>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 City 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).</p> <p>The City Staff also reached out to multiple other agencies that have similar agreements for information. The City of Allen did respond and advised that the maintenance was minimal for the first approximate 10 years, however, after that the regular wear and tear did begin to increase for them. They do not currently have the LED lights for the highway, but their experience with LED lights in their City is approximately ten years for replacement. Their highest expense has been the traffic control.</p> <p>It is currently the City Staff's recommendation that the City not execute the agreement at this time and propose to TxDOT Yoakum District to enter into discussions with them on a possible Memorandum of Understanding (MOU) for the maintenance of the lights to be performed by them, but the City to reimburse the costs. As it stands, the City does not have the equipment or manpower to maintain the lights and this work would have to be contracted out to be performed.</p> <p>Attached is a draft copy of the agreement and approximate schematic.</p> <p>Director of Planning & Development, Gwyn Teves, will be present for any questions.</p>			
City Manager: Joseph R. Pace		Date: Thursday, November 10, 2022	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: November 9, 2022
FROM: Gwyneth Teves, Director of Planning & Development
TO: Honorable Mayor and City Council
SUBJECT: U.S. 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 F.M. 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).

Staff also reached out to multiple other agencies that have similar agreements for information. The City of Allen did respond and advise that the maintenance was minimal for the first approximate 10 years, however, after that the regular wear and tear did begin to increase for them. They do not currently have the LED for the highway, but their experience with LED in their City is approximately ten years for replacement. Their highest expense has been the traffic control.

It is currently my recommendation that the City not execute the agreement at this time and propose to TxDOT Yoakum District to enter into discussions with them on a possible Memorandum of Understanding (MOU) for the maintenance of the lights to be performed by them, but the City to reimburse the costs. As it stands, the City does not have the equipment or manpower to maintain the lights and this work would have to be contracted out to be performed.

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

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 sightly 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:

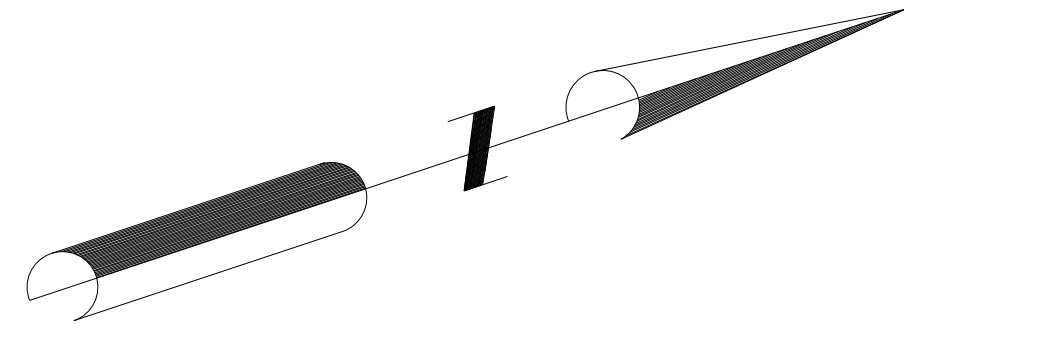
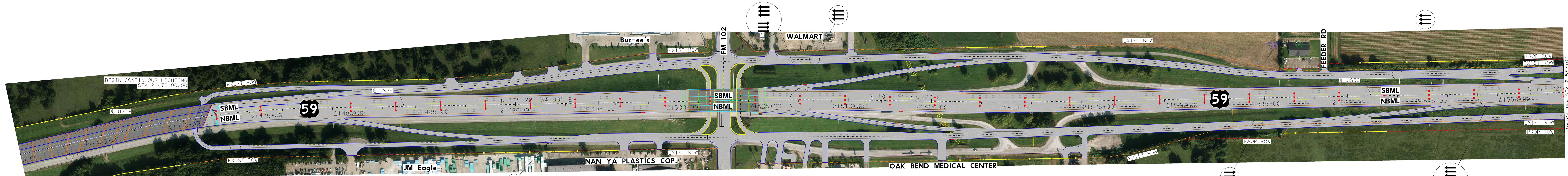
By _____ Date _____

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

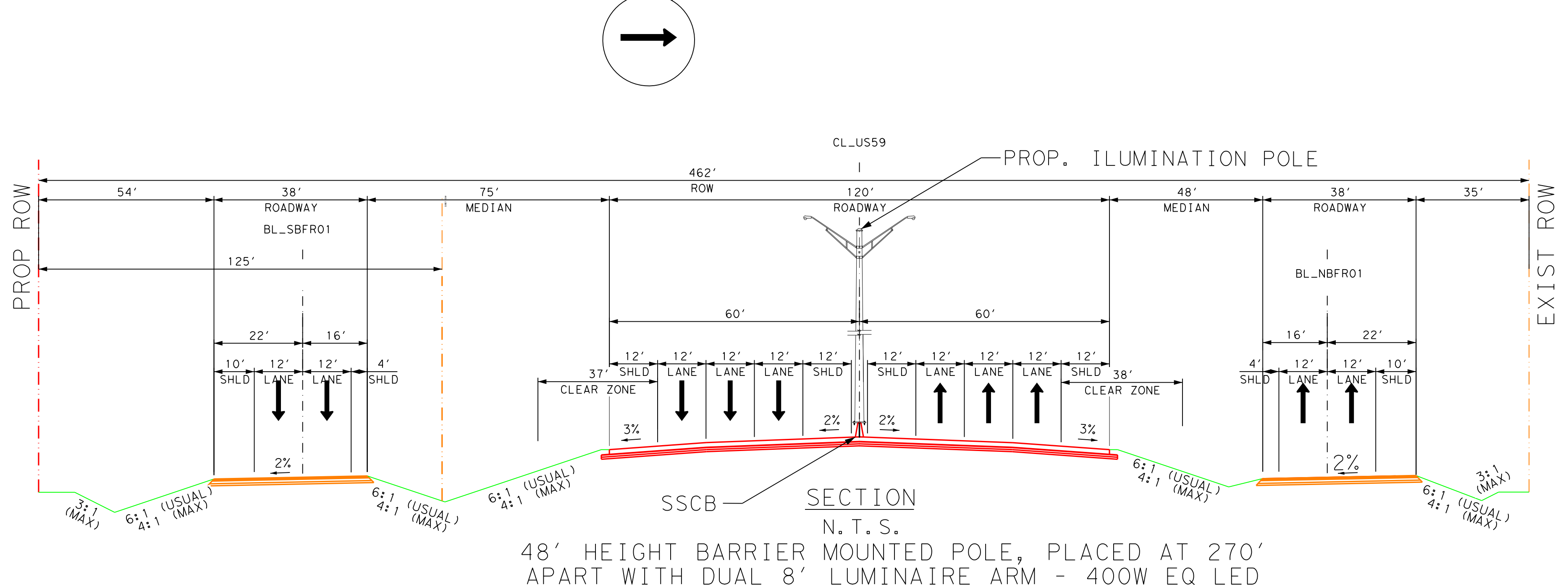
- LEGEND:**
- PROP ROADWAY ILLUM ASSEMBLY (TY SP) 485-8-B (400W) EQ LED
 - - - - PROP ROW
 - - - - EXIST ROW
 - TRAFFIC FLOW ARROW
- * SYMBOLS ARE EXAGGERATED IN SIZE FOR CLARITY

SCALE: 0 50' 100'

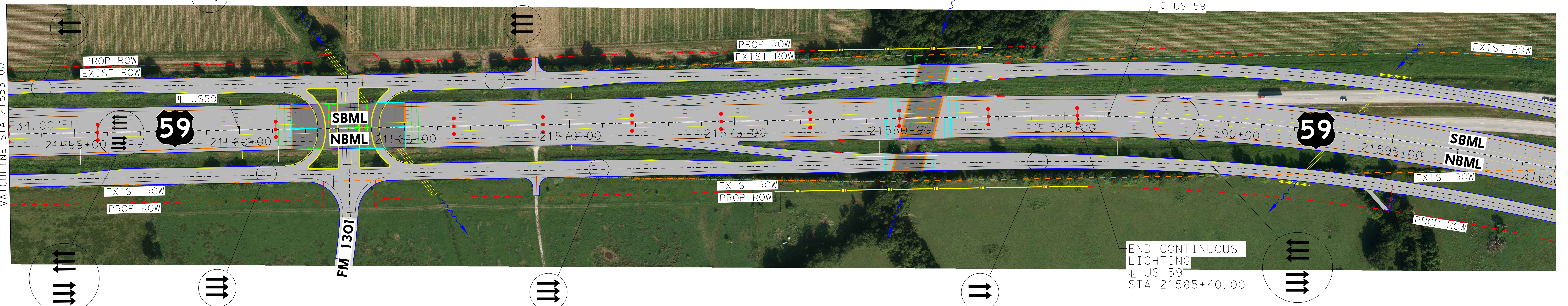
CONSOR
P-12040

Texas Department of Transportation
© 2022

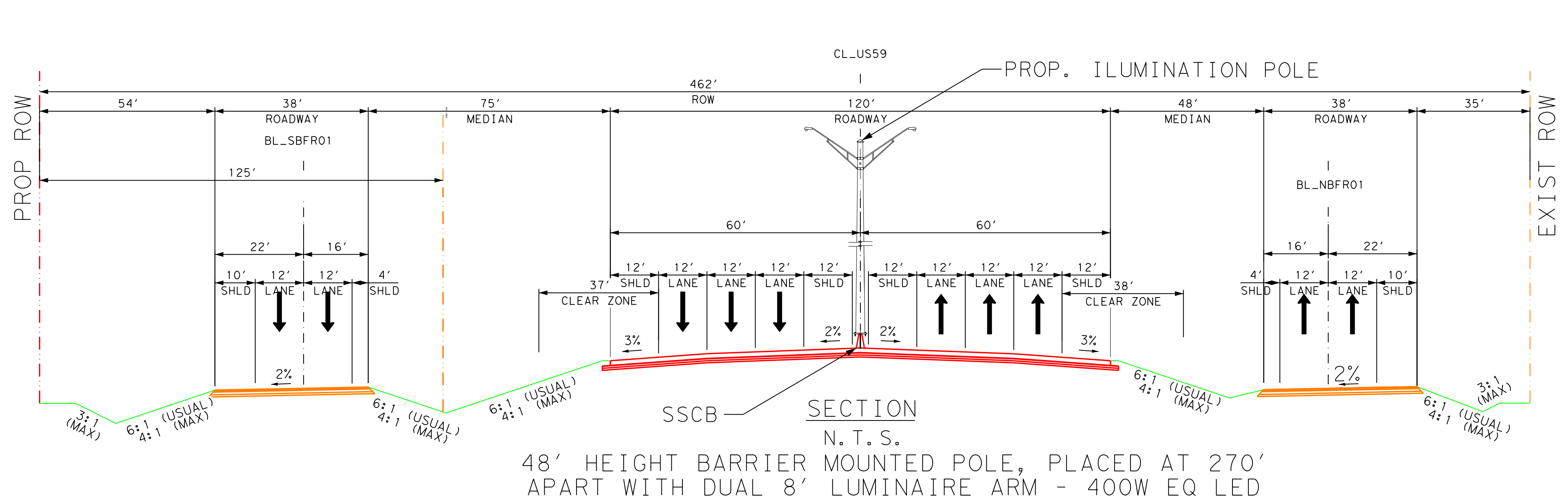
US 59
SCHEMATIC LAYOUT
STATION 21465+00 TO STATION 21590+00
SHEET 2 OF 1



48' HEIGHT BARRIER MOUNTED POLE, PLACED AT 270' APART WITH DUAL 8' LUMINAIRE ARM - 400W EQ LED



END CONTINUOUS LIGHTING
CL US 59
STA 21585+40.00



48' HEIGHT BARRIER MOUNTED POLE, PLACED AT 270' APART WITH DUAL 8' LUMINAIRE ARM - 400W EQ LED

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
STA 21472+00 TO STA 21590+00
SHEET 12 OF 12

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

FINANCE COMMITTEE AND CONSULTANT SELECTION COMMITTEE

Meeting Date:	11/14/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a contract for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
<p>The City Council approved the establishment of a Consultant Selection Committee on September 26, 2022, and authorized the City Staff to go out for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).</p> <p>Proposals were received at City Hall on November 2, 2022. Proposals were received from:</p> <ol style="list-style-type: none"> 1. Amani Engineering 2. Baker & Lawson, Inc. 3. Centerline Engineering 4. Gunda Corp. an Ardurra Co. 5. John D. Mercer & Assoc. 6. Kaluza, Inc. 7. KSA Engineering 8. LJA Engineering 9. Quiddity Engineering 10. Scheibe Consulting 11. Urban Engineering 12. Walter P. Moore 			
City Manager: Joseph R. Pace		Date: Thursday, November 10, 2022	
Approval: 			
Mayor: Tim Barker			



City of Wharton

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

MEMORANDUM

DATE: November 9, 2022

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: Consultant Selection Committee for Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO) Administration

The City Council approved the establishment of a Consultant Selection Committee on September 26, 2022, and authorized the City Staff to go out for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).

Proposals were received at City Hall on November 2, 2022. Proposals were received from:

1. Amani Engineering
2. Baker & Lawson, Inc.
3. Centerline Engineering
4. Gunda Corp. an Ardurra Co.
5. John D. Mercer & Assoc.
6. Kaluza, Inc.
7. KSA Engineering
8. LJA Engineering
9. Quiddity Engineering
10. Scheibe Consulting
11. Urban Engineering
12. Walter P. Moore

The CSC Committee will meet on Monday, November 14, 2022, to score the proposals and provide a recommendation to the City Council at the meeting at 7pm.

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

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A CONTRACT FOR ADMINISTRATION SERVICES FOR THE REGIONAL COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION (COG-MOD) PROGRAM(S) FUNDED AND ADMINISTERED THROUGH THE TEXAS GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.

WHEREAS, The Wharton City Council wishes to approve a contract between the City of Wharton and _____ for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO); and,

WHEREAS, The City of Wharton and _____ 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. The Wharton City Council hereby approves a contract between the City of Wharton and _____ for administration services for the Regional Council of Governments Method of Distribution (COG-MOD) Program(s) funded and administered through the Texas General Land Office (GLO).

Section II. The Wharton City Council hereby approves to authorize the Mayor of the City of Wharton to execute the agreement.

Section III. The City of Wharton and _____ 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 the 14th day of November 2022.

CITY OF WHARTON

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary