

CITY OF WHARTON CITY COUNCIL REGULAR MEETING

Monday, October 24, 2022 7:00 PM

120 EAST CANEY STREET WHARTON, TEXAS
77488

NOTICE OF CITY OF WHARTON CITY COUNCIL REGULAR MEETING

Notice is hereby given that a City Council Regular Meeting will be held on Monday, October 24, 2022 at 7:00 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 20th day of October 2022.

By: M Warker
Tim Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council Regular Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on October 20, 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 20th day of October 2022.

CITY OF WHARTON

City Secretary



A G E N D A CITY OF WHARTON City Council Regular Meeting Monday, October 24, 2022 City Hall - 7:00 PM

Call to Order - Opening Devotion - Pledge of Allegiance.

Roll Call and Excused Absences.

Public Comments.

Wharton Moment.

Proclamation

1. Proclamation: Presentation of Fire Prevention Proclamation.

Review and Consider:

- <u>1.</u> City of Wharton Financial Report for September 2022.
- Request from Ms. Dinora Eureste of 112 West Belle Avenue and Ms. Herlinda Eureste of 113 West Wayside Avenue, Hawes 3 Subd., Block 1, Lots 15, 16B, 17B, 18B, 19B, 22A & 22B to replat the properties into Eureste Subdivision.
- 3. Request for an extension of Variance for Temporary Placement of Travel Trailer for Temporary Housing for 820 Old Caney Road.
- 4. Resolution: A resolution of the Wharton City Council approving a Development Agreement with Wharton 55, LLC., and the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
- 5. Resolution: A resolution of the Wharton City Council approving an agreement between the City of Wharton and BBG Consultants for plan review and inspection services and authorizing the Mayor of the City of Wharton to execute the agreement.
- 6. Resolution: A resolution of the Wharton City Council authorizing the purchase of a drone for the Wharton Police Department through the Lone Star Grant and authorizing the City Manager of the City of Wharton to execute all documents related to said purchase.
- 7. Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2017-16 and approving new rates for Emergency Medical Services.
- 8. Resolution: A resolution of the Wharton City Council approving participation in the Texas EMS Scholarship Program through the Southeast Texas Regional Advisory Council and authorizing the Mayor of the City of Wharton to execute all documents related to said participation.

- 9. Resolution: A resolution of the Wharton City Council approving the purchase and installation of debt and lease management software for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said contract.
- 10. Resolution: A resolution of the Wharton City Council approving the purchase and installation of a line printer for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said purchase.
- 11. Resolution: A resolution of the Wharton City Council approving an updated Agreement for Release of Driver Records to Governmental Entities with the Texas Department of Public Safety and authorizing the Mayor to execute the agreement.
- 12. Resolution: A resolution of the Wharton City Council ratifying and concurring to award a contract to James Construction Group, LLC for Wharton F.M. 1301 Extension Project CSJ 1412-03-038 and authorizing the Mayor of the City of Wharton to execute all documents related to said ratification and concurrence.
- 13. Resolution: A resolution of the Wharton City Council ratifying and concurring to award a contract to Encino Landscape, Inc., for the Wharton Safe & Accessible Routes to School Project CSJ 0913-09-116 and authorizing the Mayor of the City of Wharton to execute all documents related to said ratification and concurrence.
- 14. Resolution: A resolution of the Wharton City Council authorizing the submission of a letter to TXDOT Yoakum District Office regarding the City's support to retain the crossover for I-69 at the City of Wharton Airport Intersection.
- Pay Request No. 2 and Final from Underground Construction Solutions LLC for the F.M. 1301 Utility Relocation.
- 16. Update of City of Wharton Grant Programs.
- 17. Update of City of Wharton on-going Projects.
- 18. Appointments, Resignations and Vacancies to the City of Wharton Boards, Commissions and Committees:
 - A. Appointments.
 - B. Resignations.
 - C. Vacancies.
- <u>19.</u> City Manager's Reports:
 - A. City Secretary/Personnel.
 - B. Code Enforcement.
 - C. Community Services Department/Civic Center.
 - D. Emergency Management.
 - E. E. M. S. Department.
 - F. Facilities Maintenance Department/Wharton Municipal Pool.
 - G. Fire Department.
 - H. Fire Marshal.

- I. Legal Department.
- J. Municipal Court.
- K. Police Department.
- L. Public Works Department.
- M. Water/Sewer Department.
- N. Weedy Lots/Sign Ordinance.
- O. Wharton Regional Airport.

Adjournment.

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Proclamation: Presentation of Fire Prevention Proclamation.
2 4 6 6 .	<u> </u>	1 1001111	
	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. Face		
Mayor: Tim	Barker		



CITY OF WHARTON OFFICE OF THE MAYOR PROCLAMATION

WHEREAS, The City of Wharton is committed to helping ensure the health and safety of all those living and visiting our community; and,

WHEREAS, Each year, during the month of October, the Fire Department takes the opportunity to remind the citizens of Wharton of the devastating impact fire could have on each of us; and,

WHEREAS, The City of Wharton Firefighters, are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

WHEREAS, Working smoke alarms cut the risk of dying in home fires in half; and,

WHEREAS, City of Wharton residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and;

WHEREAS, It is appropriate to recognize the value and the accomplishments of the Fire Service providers by designating Fire Prevention Month.

NOW, THEREFORE BE IT RESOLVED, I, Tim Barker, by the authority vested in me as Mayor of the City of Wharton, Texas do hereby proclaim today the month of October, as

"Fire Prevention Month"

in the City of Wharton.

IN WITNESS THEREOF, I have set my hand and caused the seal of the City of Wharton to be affixed this 24th day of October, in the year of our Lord two thousand twenty-two A.D.

Tim Barker

Mayor

City of Wharton

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	City of Wharton Financial Report for September 2022.
Attached yo	ou will find a copy of the Cit	ty of Wharton	Financial Report for the month of September 2022.
Finance Dir	ector, Joan Andel, will pres	sent the repo	rt.
	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. face		
Mayor: Tim	Barker		

CHECK RECONCILIATION REGISTER

10/13/2022 11:01 AM

COMPANY: 61 - Consolidated Cash

ACCOUNT: 1000
TYPE: Check
STATUS: All

A11

FOLIO:

Cash in Bank

CHECK DATE: 9/01/2022 THRU 9/30
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STATEMENT: 0/00/0000 THRU 99/99/9999
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1000	9/12/2022 CHECK	112808	MEJIA, JOSE	200.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112809	ADRIAN ST HILL		OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112810	AIR CONDITIONING INNOVATIVE	15,211.90CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112811	ALAYSHA CASTILLO	200.00CR		A	0/00/0000
1000	9/12/2022 CHECK	112812	ALLTIME TECH	180.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112813	AMAZON CAPITAL SERVICES	604.26CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112814	AQUA-TECH LABORATORIES, I	3,109.75CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112815	ARNOLD OIL COMPANY	365.47CR	OUTSTND		0/00/0000
1000	9/12/2022 CHECK	112816	ASCO EQUIPMENT	2,750.94CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112817	AT & T	1,605.68CR	OUTSTND.	A	
1000	9/12/2022 CHECK	112818	VOID CHECK	0.00	OUTSTND	A	0/00/0000 0/00/0000
1000	9/12/2022 CHECK	112819	AT&T	108.38CR	OUTSTND	A	· · · · · · · · · · · · · · · · · · ·
1000	9/12/2022 CHECK	112820	AT&T	1,402.68CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112821	AT&T MOBILITY	593.09CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112822	RONNIE BOLLOM	876.93CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112823	BOUND TREE MEDICAL, LLC	3,387.90CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112824	BRAZORIA COUNTY WATER LAB	150.00CR	OUTSTND	A	0/00/0000
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1000	9/12/2022 CHECK	112829	CAPITAL ONE TRADE CREDIT	816.82CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112830	CARROLL'S GUN SHOP, INC.	1,920.80CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112831	CENTERPOINT ENERGY	25.61CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112832	CHERYL'S EXXON	14.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112833	CINTAS CORPORATION	699.24CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112834	CORE & MAIN LP	5,657.50CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112835	CRISP ANALYTICAL LABORATORIES,	175.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112836	DBT TRANSPORTATION SERVICES, L	5,966.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112837	DEPARTMENT OF STATE HEALTH	163.73CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112838	DIRECTV	181.98CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112839	DON DAVIS MOTOR CO, INC	168.66CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112840	DON ELLIOTT AUTOWORLD	506.45CR	OUTSTND	Α	0/00/0000
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1000	9/12/2022 CHECK	112843	EL CAMPO MEMORIAL HOSPITAL	78.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112844	EL CAMPO SPRAYING, INC	3,285.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112845	EMERGENCY MEDICAL SUPPORT	617.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112846	FERGUSON ENTERPRISES, INC	594.42CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112847	FORECLOSURE CLEANING & MAINTEN	811.88CR	OUTSTND	A	0/00/0000
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1000	9/12/2022 CHECK 9/12/2022 CHECK		GALLS, LLC	45.00CR	OUTSTND	A	0/00/0000
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1000	9/12/2022 CHECK	112851	GINA GARZA		OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112852	GOLD STAR PETROLEUM, INC.	17,652.43CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112853	AARON GOMEZ	111.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112854	GTOT	75.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112855	JEFFERY L GUBBELS	2,230.00CR		A	0/00/0000
1000	9/12/2022 CHECK	112856	GULF COAST PAPER CO	815.57CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112857	HDR ENGINEERING, INC.	44,308.82CR	OUTSTND		0/00/0000
1000	9/12/2022 CHECK	112858	HEB CREDIT RECEIVABLES	22.48CR	OUTSTND	A A	0/00/0000
1000	9/12/2022 CHECK	112859	HENRY SCHEIN, INC	240.92CR	OUTSTND		0/00/0000
1000	9/12/2022 CHECK	112860	IAEI	120.00CR	OUTSTND	A	
1000	9/12/2022 CHECK	112861	IDCUS	50,627.45CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112862	IMPACT PROMOTIONAL SERVICES, L	663.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112863	INSURANCENET	71.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112864	JESSE A. REED III, PH.D.	1,000.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112865	C J KEARNEY	2,000.00CR	OUTSTND	A	0/00/0000
1000 -	9/12/2022 CHECK	112866	LAW ENFORCEMENT SYSTEMS,	176.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112867	LESLIE'S POOLMART, INC	1,128.56CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112868	LINEBARGER GOGGAN BLAIR	1,683.47CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112869	MCI	66.91CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112870	NORTHERN SAFETY CO., INC.	382.34CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112871	O'REILLY AUTOMOTIVE STORES, IN	1,248.65CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112872	VOID CHECK	0.00	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112873	VOID CHECK	0.00	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112874	ODP BUSINESS SOLUTIONS, LLC	1,911.32CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112875	PHIL'S PLUMBING CO.	867.84CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112876	PINNACLE INDUSTRIES LTD	1,414.89CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112877	PITNEY BOWES BANK INC	500.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112878	PITNEY BOWES GLOBAL FINANCIAL	378.36CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112879	PROSPERITY BANK	1,727.57CR	OUTSTND	A	0/00/0000
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1000	9/12/2022 CHECK	112881	PRUDENTIA, INC.	9,290.43CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112882	QUALITY HOT-MIX INC	2,007.35CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112883	QUILL CORPORATION	1,522.50CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112884	VOID CHECK	0.00	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112885	R&R PRINTING & GRAPHICS	166.04CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112886	RACHAEL HERNANDEZ	500.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112887	THE RADAR SHOP	77.50CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112888	RICHMOND RD. TRUCK & AUTO PART	800.78CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112889	VOID CHECK	0.00	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112890	ROBERSON A/C & REFRIGERAT	890.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112891	SAFETY KLEEN SYSTEMS, INC	195.17CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112892		77.99CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112893		1,109.70CR	OUTSTND	Α	0/00/0000
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COMPANY: 61 - Consolidated Cash

Cash in Bank

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1000	9/12/2022 CHECK	112895	SPARKLIGHT/ NEWWAVE STAR PARTS INC	160.68CR	OUTSTND .		0/00/0000
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1000	9/12/2022 CHECK	112897	VOID CHECK	654.40CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112898	STROUHAL TIRE SUPERIOR GROUTING SERVICES, IN	4,953.66CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112899	SUTHERLAND LUMBER CO.	159.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112900		229.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112901	PATRICK KRPEC DBA	8.21CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112902	TEC-TRONIC SYSTEMS, INC	2,365.50CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112903	TELEFLEX LLC TEXAS A&M ENGINEERING EXTENSIO	440.00CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112904	TRACTOR SUPPLY CREDIT PLAN	755.99CR	OUTSTND	Α	0/00/0000
1000	9/12/2022 CHECK	112905		2,886,25CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112906	TX BBG CONSULTING, INC.	2,886.23CR 274.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112907	TYLER TECHNOLOGIES, INC.	473.70CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112908	USA BLUE BOOK	97.14CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112909	VERIZON CONNECT NWF, INC.		OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112910	VERIZON WIRELESS	2,320.75CR	OUTSIND	A	0/00/0000
1000	9/12/2022 CHECK	112911		137.95CR		A	0/00/0000
1000	9/12/2022 CHECK	112912	VICTOR INSURANCE MANAGERS, INC	200.00CR	OUTSTND		0/00/0000
1000	9/12/2022 CHECK	112913	ANDREW JAMES WALIGURA	375.00CR	OUTSTND	A	
1000	9/12/2022 CHECK	112914	WHARTON COUNTY ELECTRIC C	1,378.94CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112915	VOID CHECK	0.00	OUTSTND	A	0/00/0000 0/00/0000
1000	9/12/2022 CHECK	112916	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112917	PAUL WEBB	4,162.00CR	OUTSTND	A A	0/00/0000
1000	9/12/2022 CHECK	112918	WHARTON CO CLERK	104.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112919	WHARTON COUNTY SHERIFF'S OFFIC	356.00CR	OUTSTND		0/00/0000
1000	9/12/2022 CHECK	112920	WHARTON EZ LUBE	7,00CR	OUTSTND	A	• •
1000	9/12/2022 CHECK	112921	WHARTON FEED & SUPPLY	260.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112922		200.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112923	·	396.00CR	OUTSTND	A	0/00/0000
1000	9/12/2022 CHECK	112924	WHARTON VOLUNTEER FIRE DE	181.95CR	OUTSTND	Α	0/00/0000
1000	9/14/2022 CHECK	112925		3,107.00CR	OUTSTND	A	0/00/0000
1000	9/14/2022 CHECK	112926		939.90CR	OUTSTND	A	0/00/0000
1000	9/13/2022 CHECK	112927		138.46CR	OUTSTND	A	0/00/0000
1000	9/16/2022 CHECK	112928	UNITED STATES POST OFFICE	258.36CR	OUTSTND	A	0/00/0000
1000	9/22/2022 CHECK	112929	WHARTON CO CLERK	194.00CR	OUTSTND	Α	0/00/0000
1000	9/22/2022 CHECK	112930	PAUL WEBB	1,305.80CR	OUTSTND	A	0/00/0000
1000	9/22/2022 CHECK	112931	QUIDDITY ENGINEERING, LLC	725.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	112932	WHARTON CO CLERK	26.00CR	OUTSTND	A	0/00/0000
,1000	9/26/2022 CHECK	112933	LOPEZ, JUVENAL M	1,388.48CR	OUTSTND	G	0/00/0000
1000	9/26/2022 CHECK	112934	ADAM MATA	200.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	112935	ALLYSON CANALES	500.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	112936		184.01CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	112937	AQUA-TECH LABORATORIES, I	2,077.00CR	OUTSTND	Α	0/00/0000

Cash in Bank

COMPANY: 61 - Consolidated Cash

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STATUS:

FOLIO:

PAGE: 4 9/01/2022 THRU 9/3 CHECK DATE: CLEAR DATE: 0/00/0000 THRU 99/9 Item-1. 0/00/0000 THRU 99/9 STATEMENT:

0/00/0000 THRU 99/99/9999 VOIDED DATE: AMOUNT: 0.00 THRU 999,999,999.99 000000 THRU 999999 CHECK NUMBER:

	ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE	
СНЕС	אי					· 				
CILL	1000	9/26/2022	CHECK	112938	ARANDA INDUSTRIES, LLC	279,896.72CR	OUTSTNE	A	0/00/0000	
	1000	9/26/2022		112939	ASCO EQUIPMENT	232.49CR	OUTSTN	A	0/00/0000	
	1000	9/26/2022		112940	AT & T	1,660.63CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112941	VOID CHECK	0.00	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112942	T&TA	133.69CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112943	AT&T	1,420.21CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112944	AT&T MOBILITY	591.39CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112945	BARBEE SERVICES, INC.	251.55CR	OUTSTN	A C	0/00/0000	
	1000	9/26/2022		112946	BIO-AQUATIC TESTING, INC	445.00CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112947	BOUND TREE MEDICAL, LLC	3,903.56CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112948	VOID CHECK	0.00	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112949	VOID CHECK	0.00	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112950	BRAZORIA COUNTY WATER LAB	105.00CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112951	BRITTANY MCMILLIAN	200.00CR	OUTSTN) A	0/00/0000	
	1000	9/26/2022		112952	BUGABUG	58.00CR	OUTSTNI	A C	0/00/0000	
	1000	9/26/2022		112953	CAPITAL ONE (WALMART)	633.86CR	OUTSTNI	A	0/00/0000	
	1000	9/26/2022		112954	VOID CHECK	0.00	OUTSTNI	D A	0/00/0000	
	1000	9/26/2022		112955	VOID CHECK	0.00	OUTSTNI	D A	0/00/0000	
	1000	9/26/2022		112956	CENTERPOINT ENERGY	353.62CR	OUTSTNI	D A	0/00/0000	
	1000	9/26/2022		112957	VOID CHECK	0.00	OUTSTNI	D A	0/00/0000	
	1000	9/26/2022		112958	CINDY HERNANDEZ	10.00CR	OUTSTN	A C	0/00/0000	
	1000	9/26/2022		112959	CIVICPLUS, LLC	426.98CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112960	CORE & MAIN LP	100.00CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112961	CUMMINS SOUTHERN	2,794.49CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112962	DARLA G DEFORD	8.00CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112963	DEPARTMENT OF STATE HEALTH	213.92CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112964	DIRECTV	188.23CR	OUTSTN	A d	0/00/0000	
	1000	9/26/2022		112965	DON DAVIS MOTOR CO, INC	357.88CR	OUTSTN	A C	0/00/0000	
	1000	9/26/2022		112966	DON ELLIOTT AUTOWORLD	184.80CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112967	DSS DRIVING SAFETY SERVICES, L	220.00CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112968	EL CAMPO MEMORIAL HOSPITVOIDED	195.00CR	VOIDED	A	9/26/2022	
	1000	9/26/2022		112969	SHANNON COURVILLE	3,192.00CR	QUTSTN	D A	0/00/0000	
	1000	9/26/2022		112970	FERGUSON ENTERPRISES, INC	2,041.03CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112971	FORECLOSURE CLEANING & MAINTEN	811.88CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112972	GFL ENVIRONMENTAL (WCA)	53,241.74CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112973	GOLD STAR PETROLEUM, INC.	16,023.90CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112974	GULF COAST ENVIRONMENTAL HEALT	2,700.00CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112975	GULF COAST PAPER CO	15.04CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112976	HALFF ASSOCIATES, INC.	6,460.00CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112977	HARRIS COUNTY A/R RADIO	172.50CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112978	HEB CREDIT RECEIVABLES	35.25CR	OUTSTN	D A	0/00/0000	
	1000	9/26/2022		112979	HENRY SCHEIN, INC	393.41CR	OUTSTN	D A	0/00/0000	
	1000	0/06/2020			UPERD MAILER	351.82CR	OUTSTN	D A	0/00/0000	

0/00/0000

0/00/0000

351.82CR

560.80CR

OUTSTND A

OUTSTND A

10/13/2022 11:01 AM

1000

1000

9/26/2022 CHECK

CHECK RECONCILIATION REGISTER

COMPANY: 61 - Consolidated Cash Cash in Bank

ACCOUNT: 1000 Check TYPE: Δ11 STATUS: FOLIO: A11

PAGE: 9/01/2022 THRU 9/30 CHECK DATE: 0/00/0000 THRU 99/99 CLEAR DATE: Item-1 0/00/0000 THRU 99/99 STATEMENT:

VOIDED DATE: 0/00/0000 THRU 99/99/9999 0.00 THRU 999,999,999.99 AMOUNT: CHECK NUMBER: 000000 THRU 999999

--DATE-- --TYPE-- NUMBER --------DESCRIPTION------ ----AMOUNT--- STATUS FOLIO CLEAR DATE ACCOUNT CHECK: 302.02CR OUTSTND A 0/00/0000 9/26/2022 CHECK 112982 IMPACT PROMOTIONAL SERVICES, L 1000 0/00/0000 200.00CR OUTSTND 112983 KALINA NURSERY, LLC 9/26/2022 CHECK 1000 0/00/0000 OUTSTND 112984 KSA ENGINEERS 1,650,00CR Α 9/26/2022 CHECK 1000 OUTSTND 0/00/0000 502.42CR А 9/26/2022 CHECK 112985 LUBER BROS. 1000 7.161.35CR OUTSTND Α 0/00/0000 112986 MES - TEXAS 9/26/2022 CHECK 1000 0/00/0000 2,510.00CR OUTSTND Α 112987 METRO FIRE APPARATUS 9/26/2022 CHECK 1000 0/00/0000 34,964.00CR OUTSTND 112988 MYGOV, LLC 9/26/2022 CHECK 1000 0/00/0000 OUTSTND 9/26/2022 CHECK . 112989 NUTRIEN AG SOLUTIONS 1,123.96CR Α 1000 112990 O'REILLY AUTOMOTIVE STORES, IN OUTSTND 0/00/0000 240.02CR Α 9/26/2022 CHECK 1000 OUTSTND Α 0/00/0000 369.08CR ODP BUSINESS SOLUTIONS, LLC 9/26/2022 CHECK 112991 1000 0/00/0000 240.00CR OUTSTND Α 112992 ORKIN 9/26/2022 CHECK 1000 0/00/0000 112993 PITNEY BOWES GLOBAL FINANCIAL 378.36CR OUTSTND 9/26/2022 CHECK 1000 0/00/0000 1.384.50CR OTTSTND Α 112994 POLYDYNE INC 9/26/2022 CHECK 1000 0/00/0000 992.48CR OUTSTND Α 112995 PROSPERITY BANK 9/26/2022 CHECK 1000 OUTSTND 0/00/0000 Α 112996 PRUDENTIA, INC. 200.00CR 9/26/2022 CHECK 1,000 112997 QUALITY HOT-MIX INC 2.093.80CR OUTSTND А 0/00/0000 9/26/2022 CHECK 1000 31,831.25CR OUTSTND Α 0/00/0000 QUIDDITY ENGINEERING, LLC 9/26/2022 CHECK 112998 1000 0/00/0000 0.00 OUTSTND Α 112999 VOID CHECK 9/26/2022 CHECK 1000 0/00/0000 0.00 OUTSTND Α 113000 VOID CHECK 9/26/2022 CHECK 1000 0/00/0000 2,103.58CR OUTSTND А 113001 QUILL CORPORATION 1000 9/26/2022 CHECK 0/00/0000 0.00 OUTSTND 9/26/2022 CHECK 113002 VOID CHECK 1000 OUTSTND Α 0/00/0000 113003 RACHEL ROBERSON 108.23CR 9/26/2022 CHECK 1000 OUTSTND Α 0/00/0000 113004 RANCH HOUSE DESIGNS, INC. 200.00CR 9/26/2022 CHECK 1000 113005 RATH PLUMBING CO 22.65CR OUTSTND Α 0/00/0000 9/26/2022 CHECK 1000 0/00/0000 27,168.61CR OUTSTND А 113006 RELIANT ENERGY 1000 9/26/2022 CHECK 0/00/0000 0.00 OUTSTND Α 113007 VOID CHECK 9/26/2022 CHECK 1000 0/00/0000 0.00 OUTSTND Α 113008 VOID CHECK 1000 9/26/2022 CHECK OUTSTND 0/00/0000 0.00 Α 9/26/2022 CHECK 113009 VOID CHECK 1000 OUTSTND 0/00/0000 0.00 Α 113010 VOID CHECK 9/26/2022 CHECK 1000 OUTSTND Α 0/00/0000 113011 VOID CHECK 0.00 9/26/2022 CHECK 1000 OUTSTND А 0/00/0000 0.00 VOID CHECK 9/26/2022 CHECK 113012 1000 OUTSTND 0/00/0000 0.00 Α 113013 VOID CHECK 1000 9/26/2022 CHECK Α 0/00/0000 0.00 OUTSTND 9/26/2022 CHECK 113014 VOID CHECK 1000 0/00/0000 OUTSTND А 0.00 113015 VOID CHECK 9/26/2022 CHECK 1000 0.00 OUTSTND Α 0/00/0000 113016 VOID CHECK 9/26/2022 CHECK 1000 OUTSTND А 0/00/0000 0.00 113017 VOID CHECK 9/26/2022 CHECK 1000 0/00/0000 0.00 OUTSTND Α 113018 VOID CHECK 9/26/2022 CHECK 1000 0/00/0000 OUTSTND 113019 VOID CHECK 0.00 9/26/2022 CHECK 1000 OUTSTND Α 0/00/0000 0.00 113020 VOID CHECK 9/26/2022 CHECK 1000 Α 0/00/0000 0.00 OUTSTND 9/26/2022 CHECK 113021 VOID CHECK 1000 0/00/0000 113022 MANUAL REYNOLDS 13,995.00CR OUTSTND Α 9/26/2022 CHECK 1000 2,039.15CR OUTSTND Α 0/00/0000 113023 RICHMOND RD. TRUCK & AUTO PART 9/26/2022 CHECK 1000 0.00 OUTSTND Α 0/00/0000 113024 VOID CHECK 9/26/2022 CHECK

113025 RICOH USA, INC.

0/00/0000

1,763.96CR

OUTSTND

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Cash in Bank

Check

A11

A11

TYPE:

STATUS:

FOLIO:

PAGE: 6 9/01/2022 THRU 9/3 CHECK DATE: CLEAR DATE: 0/00/0000 THRU 99/99 Item-1. 0/00/0000 THRU 99/99 STATEMENT:

0/00/0000 THRU 99/99/9999 VOIDED DATE: AMOUNT: 0.00 THRU 999,999,999.99 999999 000000 THRU CHECK NUMBER:

--DATE-- --TYPE-- NUMBER ------DESCRIPTION------ ----AMOUNT--- STATUS FOLIO CLEAR DATE ACCOUNT

CHECK:							
1000	9/26/2022 CHECK	113026	ROBERSON A/C & REFRIGERAT	11,827.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113027	RONNESHA HAWKINS	200.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113028	ROTARY CLUB OF WHARTON	40.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113029	SCHMIDT IMPLEMENT INC.	170.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113030	SOUTH TEXAS CORRUGATED	1,716.15CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113031	STAR PARTS INC	37.46CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113032	STROUHAL TIRE	1,198.98CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113033	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113034	SUMMIT FIRE & SECURITY	440.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113035	PATRICK KRPEC DBA	76.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113036	SYLVA CONSTRUCTION LLC	43,230.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113037	TEC-TRONIC SYSTEMS, INC	123.43CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113038	TEXAS QUALITY LAWN EQUIPMENT	385.86CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113039	THOMSON REUTERS - WEST	242.11CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113040	TINA PRIESMEYER	200.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113041	TRACTOR SUPPLY CREDIT PLAN	441.89CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113042	SCJC INVESTMENTS, LLC	1,210.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113043	TX BBG CONSULTING, INC.	6,400.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113044	TXAT LLC	1,666.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113045	CLAUDIA VELASQUEZ	15.63CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113046	VERIZON CONNECT NWF, INC.	97.14CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113047	VERIZON WIRELESS	629.28CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113048	VICBAT INC	104.22CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113049	PAUL WEBB	1,565.50CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113050	WHARTON CO CLERK	122.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113051	WHARTON CO TIRE COMPANY VOIDED	1,083.65CR	VOIDED	Α	9/26/2022
1000	9/26/2022 CHECK	113052	WHARTON COUNTY SHERIFF'S OFFIC	267.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113053	WHARTON FEED & SUPPLY	218.40CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113054	WHARTON JOURNAL SPECTATOR	1,962.45CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113055	WHARTON TRACTOR	839.43CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113056	WHENTOWORK, INC	360.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113057	ZFNB - TEXAS CORPORATE TRUST	1,900.00CR	OUTSTND	A	0/00/0000
1000	9/26/2022 CHECK	113058	CITY OF WHARTON	160.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113059	DOMINQUE TYLER-SPEARS	200.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113060	RODMANN CALLIS	200.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113061		200.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113062		2,125.00CR	OUTSTND	Α	0/00/0000
1000	9/26/2022 CHECK	113063	WEX BANK	75.32CR	OUTSTND	A	0/00/0000
1000	9/28/2022 CHECK	113064	REYNA'S CAFE	551.80CR	OUTSTND	Α	0/00/0000
	9/28/2022 CHECK	113065	WEISINGER, INC	130,147.96CR	OUTSTND	Α	0/00/0000
1000	9/28/2022 CHECK	113066	TEXASGULF CREDIT UNION	3,107.00CR	OUTSTND	Α	0/00/0000
1000 1000	9/28/2022 CHECK	113067	WILLIAM E HEITKAMP, TRUSTEE	939.90CR	OUTSTND	Α	0/00/0000
	9/28/2022 CHECK 9/27/2022 CHECK	113067	OFFICE OF RECOVERY SERVICES	138.46CR	OUTSTND	A	0/00/0000
1000		113069	UNITED STATES POST OFFICE	1,112.20CR	OUTSTND	A	0/00/0000
1000	9/29/2022 CHECK	113003	ONLIND GINIED FOOT OLLION	2,222,200	-		

10/13/2022 11:01 AM

Check

A11

All

ACCOUNT: 1000

TYPE:

STATUS:

FOLIO:

COMPANY: 61 - Consolidated Cash

Cash in Bank

CHECK RECONCILIATION REGISTER

CHECK DATE: CLEAR DATE: STATEMENT:

9/01/2022 THRU 9/3(0/00/0000 THRU 99/99

Item-1. 0/00/0000 THRU 99/99

PAGE: 7

0/00/0000 THRU 99/99/9999 VOIDED DATE: 0,00 THRU 999,999,999.99 AMOUNT: 000000 THRU 999999 CHECK NUMBER:

--DATE-- --TYPE-- NUMBER -----DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE ACCOUNT

CHECK: 0/00/0000 9/28/2022 CHECK 113070 INSURANCENET

TOTAL:

TOTAL:

TOTAL:

71.00CR OUTSTND A
'40,000.00CR OUTSTND A 1000 0/00/0000 9/30/2022 CHECK 113071 GFL ENVIRONMENTAL (WCA) 1000

TOTAL: 1,073,142.55CR CHECK TOTALS FOR ACCOUNT 1000 0.00 TOTAL: DEPOSIT INTEREST TOTAL: 0.00 0.00 MISCELLANEOUS TOTAL: 0.00 SERVICE CHARGE TOTAL: TOTAL: 0.00 EFT 0.00 BANK-DRAFT TOTAL: 1,073,142.55CR TOTAL: CHECK TOTALS FOR Consolidated Cash 0.00 DEPOSIT TOTAL: INTEREST TOTAL:

MISCELLANEOUS

BANK-DRAFT

EFT

SERVICE CHARGE TOTAL:

0.00 0.00

> 0.00 0.00 0.00

Check

A11

A11

TYPE:

STATUS:

FOLIO:

CHECK RECONCILIATION REGISTER

COMPANY: 61 - Consolidated Cash ACCOUNT: 1000

Cash in Bank

9/01/2022 THRU 9/30 CHECK DATE: 0/00/0000 THRU 99/99 CLEAR DATE: Item-1. 0/00/0000 THRU 99/99 STATEMENT: 0/00/0000 THRU 99/99/9999 VOIDED DATE:

PAGE:

5,000.00 THRU 999,999,999.99 AMOUNT: 000000 THRU CHECK NUMBER:

	ACCOUNT	DATE	TYPE	NUMBER	DESCRIE	PTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
CHEC	٠×٠	 _							- 	0/00/0000PP ALC WORK
0.120	1000	9/12/2022	CHECK	112810	AIR CONDITIONING	INNOVATIVE	15,211.90CR	OUTSTN		
***	1000	9/12/2022		112834	CORE & MAIN LP		5,657.50CR	OUTSTN		0/00/0000
***	1000	9/12/2022		112836	DBT TRANSPORTATI	ION SERVICES, L	5,966.00CR	OUTSTN		0/00/0000
***	1000	9/12/2022		112850	GFL ENVIRONMENTA	AL (WCA)	58,656.62CR	OUTSTN		0/00/0000
***	1000	9/12/2022		112852	GOLD STAR PETROI	LEUM, INC.	17,652.43CR	OUTSTN		0/00/0000
***	1000	9/12/2022		112857	HDR ENGINEERING	, INC.	44,308.82CR	OUTSTN		0/00/0000
***	1000	9/12/2022	CHECK	112861	IDCUS		50,627.45CR	OUTSTN		0/00/0000khocation: Fm 1391
***	1000	9/12/2022		112881	PRUDENTIA, INC.		9,290.43CR	OUTSTN		
***	1000	9/26/2022		112938	ARANDA INDUSTRI	ES, LLC	279,896.72CR	OUTSTN		0/00/000 (A)
***	1000	9/26/2022		112972	GFL ENVIRONMENT	AL (WCA)	53,241.74CR	OUTSTN		0/00/0000
	1000	9/26/2022		112973	GOLD STAR PETRO	LEUM, INC.	16,023.90CR	OUTSTN		0/00/0000 Runding Assite
***	1000	9/26/2022		112976	HALFF ASSOCIATES	S, INC.	6,460.00CR	OUTSTN		0/00/000000
***	1000	9/26/2022		112986	MES - TEXAS		7,161.35CR	OUTSTN		0/00/000(8)
***	1000	9/26/2022		112988	MYGOV, LLC		34,964.00CR	OUTSTN		0/00/0000
***	1000	9/26/2022		112998	QUIDDITY ENGINE	ERING, LLC	31,831.25CR	OUTSTN	D A	0/00/0000
***	1000	9/26/2022		113006	RELIANT ENERGY		27,168.61CR	OUTSTN	D A	0/00/0000
***	1000	9/26/2022		113022	MANUAL REYNOLDS		13,995.00CR	OUTSTN	ID A	0/00/0000(C)
***	1000	9/26/2022		113026	ROBERSON A/C &	REFRIGERAT	11,827.00CR	OUTSTN	ID A	0/00/0000A/C for Concles
***	1000	9/26/2022		113036	SYLVA CONSTRUCT	ION LLC	43,230.00CR	OUTSTN	ID A	0/00/0000Rocd work@ Aufor
***	1000	9/26/2022		113043	TX BBG CONSULTI	NG, INC.	6,400.00CR	OUTSTN	ID A	0/00/0000
***	1000	9/28/2022		113065	WEISINGER, INC		130,147.96CR	OUTSTN	ID A	0/00/0000
***	1000	9/30/2022		113071	GFL ENVIRONMENT	AL (WCA)	40,000.00CR	OUTSTN	ID A	0/00/0000
	OTALS FOR ACCOUNT	r 1000			CHECK	TOTAL:	909,718.68CR			
1,	OIAES FOR ACCOUNT	1000			DEPOSIT	TOTAL:	0.00			
					INTEREST	TOTAL:	0.00			
					MISCELLANEOUS	TOTAL:	0.00			
					SERVICE CHARGE	TOTAL;	0.00			
					EFT	TOTAL:	0.00			
					BANK-DRAFT	TOTAL:	0.00			
•	OTALS FOR Consoli	idated Cash			CHECK	TOTAL:	909,718.68CR			
1	OTHES FOR COURSELL	Lucieu cubii			DEPOSIT	TOTAL:	0.00			
					INTEREST	TOTAL:	0.00			
					MISCELLANEOUS	TOTAL:	0.00			

0.00

0.00

A Utility Abandonment for Level Project

(B) AHACK PRO W/ truck mount charger for fire Department

EFT BANK-DRAFT

SERVICE CHARGE TOTAL:

TOTAL:

TOTAL:

(WWTP #1 & #2 Rotor Screen Repair

PROSPERITY BANK BALANCES

Account	09/30/22
General	\$3,416,308.30
PEG	\$15,346.77°
Hotel/Motel	\$5,889.95·
Municipal Technology	\$10,351.82
Seizure	\$22,126.83
Fire Special Revenue	\$395.54
Municipal Building	\$8,944.68
Debt	\$117,277.09
CDBG Contract	\$620.10
Tax Notes 2017	\$324,408.99
2011 Tax & Rev Bond	\$183,066.83
2013 Bond	\$8,164.60
Capital Improvement	\$313,582.39
QECB	\$813,065.42
2015 Bond	\$142,527.54
USDA Water Well	\$43,085.15
2019 Tax Anticipation Notes	\$53,491.17
2019 Bond Fund	\$567,923.07
2020 Tax Notes Series	\$1,130,016.23
FM 1301 Project	\$288,488.59
Utility SIB	\$4,251,190.61
Water/Sewer	\$1,230,665.84
Solid Waste	\$17,531.60
EMS	\$326,370.47
Civic Center	\$6,132.00
Airport	\$12,439.36
Consolidated Cash	\$604,510.49
Payroll	\$3,629.11
Credit Card Clearing	\$4,987.01
Railroad Depot	\$1, <u>352.</u> 33
	\$13,923,889.88

Monthly average yield for September 2022 was .210%

OTHER INVESTMENTS

DEBT FUND

Texasgulf Credit Union

\$2,841.63

TEXPOOL INVESTMENTS SUMMARY OF ACCOUNTS FOR THE MONTH ENDING SEPTEMBER 2022

ACCOUNT	BEGINNING BALANCE 9/1/2022	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 09/30/22
General Fund	606,221.72	0.00	0.00	1,202.15	607,423.87
Hotel/Motel Fund	102.36	0.00	0.00	0.30	102.66
Municipal Court Technology	274.00	0.00	0.00	0.60	274.60
Seizure Fund	3,699.50	0.00	0.00	7.41	3,706.91
Municipal Court Building Security	54,081.90	0.00	0.00	107.23	54,189.13
Debt Service	2,812.64	0.00	0.00	5.55	2,818.19
2011 Tax & Revenue	4,912.54	0.00	0.00	9.70	4,922.24
2019 Tax Anticipation	596.46	0.00	0.00	1.28	597.74
2019 Bond	806,780.49	0.00	0.00	1,599.85	808,380.34
Utility SIB	1,003,651.67	0.00	0.00	1,990.24	1,005,641.91
Water & Sewer Fund	1,005,527.75	0.00	0.00	1,993.97	1,007,521.72
Solid Water Fund	489.05	0.00	0.00	0.98	490.03
EMS Fund	1,007,615.07	0.00	0.00	1,998.07	1,009,613.14
Civic Center Fund	470.77	0.00	0.00	0.98	471.75
Airport Fund	79,117.85	0.00	0.00	156.88	79,274.73
TOTAL TEXPOOL INVESTMENTS	\$4,576,353.77	\$0.00	\$0.00	\$9,075.19	\$4,585,428.96

The monthly average yield for September was 2.41%

The City of Wharton's investments are in compliance with the investment strategy as expressed in the investment policy and with the relevant provisions of Chapter 2256 of the Texas Government Code and with Generally Accepted Accounting Principles.

Joseph & Pace., City Manager

Joan Andel, Finance Director

CITY OF WHARTON

	October 2022
SELECTED FINANCIAL INFORMATION	October 2022
Selected High Clab Information	

AD VOLAREM TAXES - CURRENT TAXES	Actual YTD FY 2020-2021 Actual	Actual YTD FY 2021-2022	% Change
Assessed Value	551,520,031	598,254,016	8.47%
Exemptions	(11,529,427)	(11,884,280)	3.08%
Net Taxable Value Before Freeze	539,990,604	586,369,736	8.59%
Less: Total Freeze Taxable	(80,665,028)	(87,310,619)	N/A
Freeze Adjusted Taxable	459,325,576	499,059,117	8.65%
Tax Rate per \$100 Value	0.43726	0.41917	-4.14%
Tax Levy Before Freeze Ceiling	2,008,447	2,091,906	4.16%
Plus: Freeze Ceiling	269,160	272,141	N/A
Tax Levy	2,277,607	2,364,047	3.80%
Estimated Delinquency	(68,328)	(70,921)	3.79%
Estimated Tax Revenue	2,209,279	2,293,126	3.80%
Actual Collections to Date-Current	2,221,645	2,300,087	3.53%
Variance Over (Under) from Estimated Collections	12,366	6,961	

	FY 20	20-2021 Actua	1		FY 2021-2022	Actual	FY 2022		Compai	risons	
							Net	2020-21 to	2021-22	2021-22 to	Budget
	City	WEDCO	Total	City	WEDCO	Total	Budget	\$ Dif	% Dif	\$ Dif	% Dif
October	124,207	62,104	186,311	129,433	64,717	194,150	107,200	5,226	4.21%	22,233	20.74%
November	132,457	66,228	198,685	145,513	72,757	218,270	115,377	13,056	9.86%	30,136	26.12%
December	176,526	88,263	264,789	189,606	94,803	284,409	159,006	13,080	7.41%	30,600	19.24%
January	126,875	63,437	190,312	124,993	62,497	187,490	109,851	(1,882)	-1.48%	15,142	13.78%
February	122,308	61,154	183,462	124,026	62,013	186,039	105,330	1,718	1.40%	18,696	17.75%
March	178,026	89,013	267,039	162,437	81,219	243,656	160,491	(15,589)	-8.76%	1,947	1.21%
April	152,841	76,420	229,261	144,558	72,279	216,837	135,557	(8,282)	-5.42%	9,001	6.64%
May	136,653	68,327	204,980	151,204	75,602	226,806	119,532	14,551	10.65%	31,672	26.50%
June	153,591	76,795	230,386	168,733	84,367	253,100	136,300	15,143	9.86%	32,433	23.80%
	145,755	72,877	218,632	159,433	79,717	239,150	128,542	13,678	9.38%	30,891	24.03%
July	138,957	69,479	208,436	149,620	74,810	224,430	121,813	10,663	7.67%	27,807	22.83%
August September	168,441	84,221	252,662	1,5,020	,,,,,,	,,	151,002				
Tot		878,318	2,634,955	1,649,558	824,779	2,474,337	1,550,000	61,362	3.86%	250,559	17.91%





Monthly Newsletter: October 2022

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in September 2022:

TexPool

Caldwell County MUD 2 Gulfton Area Municipal Management District Lake McQueeney WCID 1 Smithville Hospital Authority Round Rock MUD 2

TexPool Prime

Smithville Hospital Authority **Hartley County**

Upcoming Events

TML Conference, San Antonio, TX

TACA Annual Conference, Denton, TX

GFOAT Fall Conference, San Antonio, TX

TexPool Advisory Board Members

Patrick Krishock Belinda Weaver Deborah Laudermilk Valarie Van Vlack

David Landeros **Sharon Matthews** David Garcia Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

TexPool Participant Services is Now Paperless!

As of January 3, 2022, participants are no longer required to send original documentation for requests that have been submitted via email or fax. For questions, contact 1-866-839-7665.

Economic and Market Commentary: D.I.Y.

October 1, 2022

The sheer speed of this Federal Reserve rate-hike cycle has rendered its own predictions less meaningful, or at least less helpful, than usual.

Case in point is its Summary of Economic Projections (SEP). Released after Federal Open Market Committee (FOMC) meetings in March, June, September and December, it has become a significant means by which policymakers communicate their view of the path of the economy. The idea is that revealing their forecasts for gross domestic product, employment, inflation and the level of the federal funds rate will turn market expectations and investment decisions in the direction the Fed wants.

But projections are only worth something if they are believable. The SEPs have changed so drastically this year that they don't offer the guidance they should, especially when it comes to the level at which Fed officials think interest rates must reach to tackle inflation.

In June, FOMC members collectively signaled that the fed funds rate would likely reach 3.4% by December. The new SEP released in September indicates they now think 4.4% more likely. That's a shift of a full percentage point in the span of just three months—a tremendous increase in expectations. The jump is even more dramatic when you consider this figure was 1.9% in March, Likewise, the prediction for the highest level rates will reach before inflation falls-the terminal rate-has leapt from 2.8% to 3.8% to 4.6%.

(continued page 6)

	TexPool	TexPool Prime
Current Invested Balance	\$24,157,195,382	\$9,448,375,411
Weighted Average Maturity**	25 Days	14 Days
Weighted Average Life**	94 Days	71 Days
Net Asset Value	0.99941	0.99982
Total Number of Participants	2,733	466
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$45,232,569.22	\$19,494,294.71
Management Fee Collected	\$735,357.89	\$372,623.59
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	\$24,247,301,289	\$9,744,826,889
Average Monthly Rate*	2.41%	2.61%
Average Weighted Average Maturity**	24	12
Average Weighted Average Life**	90	63

^{*}This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

Past performance is no guarantee of future results.

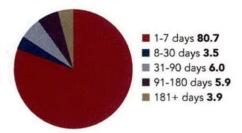
^{**}See page 2 for definitions.





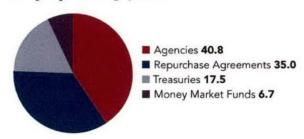
Portfolio by Maturity (%)

As of September 30, 2022



Portfolio by Type of Investment (%)

As of September 30, 2022



Portfolio Asset Summary as of Septembe		
	Book Value	Market Value
Uninvested Balance	\$1,112.97	\$1,112.97
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	40,369,447.22	40,369,447.22
Interest and Management Fees Payable	-48,026,936.34	-48,026,936.34
Payable for Investments Purchased	-40,000,000.00	-40,000,000.00
Accrued Expenses & Taxes	-24,391.93	-24,391.93
Repurchase Agreements	8,465,762,000.00	8,465,762,000.00
Mutual Fund Investments	1,627,074,000.00	1,627,085,200.00
Government Securities	9,887,421,724.44	9,878,233,578.21
US Treasury Bills	2,113,665,269.50	2,110,396,392.97
US Treasury Notes	2,110,953,156.47	2,109,177,673.29
Total	\$24,157,195,382.33	\$24,142,974,076.39

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary				
	Number of Participants	Balance		
School District	600	\$6,674,503,152.18		
Higher Education	60	\$1,333,988,017.60		
County	196	\$2,894,834,733.29		
Healthcare	91	\$1,207,703,645.36		
Utility District	900	\$3,845,323,353.42		
City	484	\$6,861,414,482.66		
Emergency Districts	99	\$315,068,805.35		
Economic Development Districts	84	\$166,709,718.79		
Other	219	\$858,775,757.75		

**Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.



ily Summ	ary					
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NÄV	WAM Days	WAL Days
9/1	2.2235%	0.000060919	\$24,115,267,739.31	0.99941	23	91
9/2	2.2225%	0.000060891	\$24,047,758,186.15	0.99945	25	92
9/3	2.2225%	0.000060891	\$24,047,758,186.15	0.99945	25	92
9/4	2.2225%	0.000060891	\$24,047,758,186.15	0.99945	25	92 -
9/5	2.2225%	0.000060891	\$24,047,758,186.15	0.99945	25	92
9/6	2.2229%	0.000060902	\$24,019,040,609.86	0.99943	22	88 *
9/7	2.2304%	0.000061107	\$23,996,824,820.23	0.99943	22	88
9/8	2.2361%	0.000061263	\$24,069,598,422.08	0.99944	22	88
9/9	2.2347%	0.000061224	\$24,005,093,279.76	0.99941	23	88
9/10	2.2347%	0.000061224	\$24,005,093,279.76	0.99941	23	88
9/11	2,2347%	0.000061224	\$24,005,093,279.76	0.99941	23	88
9/12	2.2380%	0.000061315	\$24,044,215,521.96	0.99942	21	85
9/13	2.2425%	0.000061437	\$23,949,949,944.38	0.99933	21	85
9/14	2.2442%	0.000061486	\$24,114,441,416.68	0.99933	23	86
9/15	2,2427%	0.000061443	\$24,390,020,715.66	0.99933	22	85
9/16	2.2463%	0.000061542	\$24,360,310,399.91	0.99936	26	90
9/17	2.2463%	0.000061542	\$24,360,310,399.91	0.99936	26	90
9/18	2.2463%	0.000061542	\$24,360,310,399.91	0.99936	26	90
9/19	2.2528%	0.000061721	\$24,293,561,650.71	0.99932	24	88
9/20	2.2943%	0.000062857	\$24,178,400,960.05	0.99934	25	91
9/21	2.2933%	0.000062831	\$24,212,797,620.89	0.99933	25	91
9/22	2.5560%	0.000070028	\$24,132,111,576.60	0.99935	25	92
9/23	2.8548%	0.000078214	\$24,827,914,035.55	0.99939	26	91
9/24	2.8548%	0.000078214	\$24,827,914,035.55	0.99939	26	91
9/25	2.8548%	0.000078214	\$24,827,914,035.55	0.99939	26	91
9/26	2.8367%	0.000077718	\$24,627,166,684.56	0.99939	24	90
9/27	2.8413%	0.000077844	\$24,601,724,008.76	0.99938	24	89
9/28	2.8341%	0.000077647	\$24,453,787,809.18	0.99940	24	92
9/29	2.8466%	0.000077990	\$24,291,947,882.37	0.99940	24	93
9/30	2.8465%	0.000077987	\$24,157,195,382.33	0.99941	25	94
Average:	2.4126%	0.000066100	\$24,247,301,288.53	0.99939	24	90

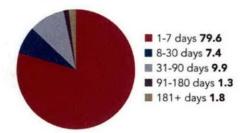




TEXPOOL Prime

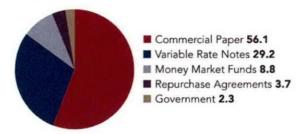
Portfolio by Maturity (%)

As of September 30, 2022



Portfolio by Type of Investment (%)

As of September 30, 2022



Portfolio Asset Summary as of Septembe		
	Book Value	Market Value
Uninvested Balance	\$1,034.12	\$1,034.12
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	9,028,349.76	9,028,349.76
Interest and Management Fees Payable	-20,915,933.16	-20,915,933.16
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-11,980.07	-11,980.07
Repurchase Agreements	347,236,000.00	347,236,000.00
Commercial Paper	5,311,416,419.49	5,310,906,988.58
Mutual Fund Investments	830,153,483.22	829,694,072.14
Government Securities	198,938,000.08	199,012,881.00
Variable Rate Notes	2,772,530,037.36	2,771,572,180.79
Total	\$9,448,375,410.80	\$9,446,523,593.16

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary				
	Number of Participants	Balance		
School District	132	\$2,445,454,148.09		
Higher Education	19	\$705,635,483.19		
County	50	\$771,673,624.17		
Healthcare	19	\$373,371,070.36		
Utility District	50	\$710,529,625.56		
City	90	\$2,040,846,670.30		
Emergency Districts	21	\$52,489,013.87		
Economic Development Districts	17	\$28,716,497.22		
Other	68	\$2,319,509,936.22		



TEXPOOL Prime

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool <i>Prime</i> Invested Balance	NAV	WAM Days	WAL Day
9/1	2.3620%	0.000064711	\$10,020,354,885.58	0.99976	12	59
9/2	2.3686%	0.000064894	\$9,916,246,784.30	0.99966	13	61
9/3	2.3686%	0.000064894	\$9,916,246,784.30	0.99966	13	61
9/4	2.3686%	0.000064894	\$9,916,246,784.30	0.99966	13	61
9/5	2.3686%	0.000064894	\$9,916,246,784.30	0.99966	13	61
9/6	2.3866%	0.000065387	\$9,812,391,743.95	0.99980	10	59
9/7	2.3917%	0.000065527	\$9,783,833,070.46	0.99980	10	59
9/8	2.4028%	0.000065830	\$9,730,745,911.06	0.99981	10	59
9/9	2.4014%	0.000065791	\$9,731,308,410.49	0.99970	11	59
9/10	2.4014%	0.000065791	\$9,731,308,410.49	0.99970	11	59
9/11	2.4014%	0.000065791	\$9,731,308,410.49	0.99970	11	59
9/12	2.3971%	0.000065675	\$9,855,016,650.74	0.99978	9	56
9/13	2.4117%	0.000066074	\$9,775,766,370.52	0.99976	9	57
9/14	2.4347%	0.000066705	\$9,699,213,032.84	0.99975	11	59
9/15	2.4408%	0.000066872	\$9,754,595,918.14	0.99976	11	59
9/16	2.4519%	0.000067175	\$9,762,880,991.54	0.99969	12	61
9/17	2.4519%	0.000067175	\$9,762,880,991.54	0.99969	12	61
9/18	2.4519%	0.000067175	\$9,762,880,991.54	0.99969	12	61
9/19	2.4857%	0.000068101	\$9,638,984,034.99	0.99978	10	66
9/20	2.5693%	0.000070393	\$9,529,064,367.29	0.99978	11	70
9/21	2.5856%	0.000070838	\$9,505,091,290.07	0.99978	11	67
9/22	2.7577%	0.000075553	\$9,572,558,128.60	0.99976	13	70
9/23	3.0262%	0.000082910	\$9,625,554,950.51	0.99967	15	72
9/24	3.0262%	0.000082910	\$9,625,554,950.51	0.99967	15	72
9/25	3.0262%	0.000082910	\$9,625,554,950.51	0.99967	15	72
9/26	3.1678%	0.000086789	\$9,705,614,629.83	0.99978	13	69
9/27	3.1066%	0.000085113	\$9,918,349,796.56	0.99980	13	67
9/28	3.1254%	0.000085628	\$9,824,749,853.56	0.99981	13	68
9/29	3.1249%	0.000085615	\$9,745,881,373.53	0.99981	13	68
9/30	3.1307%	0.000085772	\$9,448,375,410.80	0.99982	14	71
Average:	2.6131%	0.000071593	\$9,744,826,888.78	0.99974	12	63



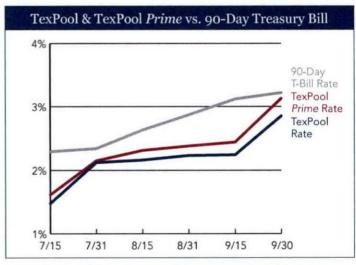
Participant Services 1001 Texas Ave. Suite 1150 Houston, TX 77002

On the one hand, it's good to see policymakers reacting to the data rather than stubbornly holding onto a conceptual position, as they did last year by sitting idle while prices climbed. On the other hand, the rapid shift in projections suggests they don't have a firm grasp on what's happening. Realizing they are behind the curve, they appear to be sprinting to catch up rather than truly offering much guidance.

It's telling that Powell revealed after the September FOMC meeting that, "We have always understood that restoring price stability while achieving a relatively modest increase in unemployment and a soft landing would be very challenging." It seems that "always" only goes back a few months.

To our thinking, prudent investors can't rely on Fed forecasts now as they are accustomed to doing. This is why we at Federated Hermes, like most asset managers, do our own research and make our own calls on macroeconomic trends, monetary policy and the like. On rates, we have been more pessimistic than the Fed this year, expecting a terminal rate higher than the SEP. But that's reversed recently as we expect a lower number of around 4.3%. That's not a big difference, but it reflects our view that the Fed will quite possibly overshoot and push the economy into a recession—or "a sustained period of below-trend growth," as Powell puts it.

Even as yields across the liquidity industry have risen, the front end of the Treasury curve remains anchored in the ongoing safe haven trade, and the Fed's doubling of the amount of securities rolling off its balance sheet monthly (now \$60 billion in Treasuries and \$35 billion in mortgage-backed securities) hasn't changed the market noticeably.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

At the end of September, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 2.69%, 3.27%, 3.95% and 4.03%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 3.10%, 3.64%, 4.21% and 4.74%, respectively; and the 1-, 3-, 6- and 12-month London interbank offered rates were 3.17%, 3.75%, 4.27% and 4.74%, respectively.

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Page 6 of 23

Wharton County Tax Office

Run Date: 10/3/2022 8:44:48AM Distribution Summary 2 Report

Start Date from 09/01/2022 to 09/30/2022 and Tax Unit Numbers = {multiple}

			-
CWH - CITY OF WHARTON			
Current Levy M&O	3,186.64	Delinquent Levy M&0	2,453.45
Current Penalty M&0	380.30	Delinquent Penalty M&O	282,37
Current Interest M&O	258.42	Delinquent Interest M&O	743.05
Current Other M&O	0.00	Delinquent Other M&O	0.00
Cur Rendition Penalty M&O	1.40	Delq Rendition Penalty M&O	2.69
Cur Rendition Fraud M&O	0.00	Delq Rendition Fraud M&O	0.00
Total Current M&O	3,826.76	Total Delinquent M&O	3,481.56
Current Levy I&S	10,208.32	Delinquent Levy I&S	8,007.54
Current Penalty I&S	1,217.62	Delinquent Penalty I&S	936.75
Current Interest I&S	827.35	Delinquent Interest I&S	1,856.99
Current Other I&S	0.00	Delinguent Other I&S	0.00
Cur Rendition Penalty I&S	0.00	Delq Rendition Penalty I&S	0.00
Cur Rendition Fraud I&S	0.00	Delq Rendition Fraud I&S	0.00
Total Current I&S	12,253.29	Total Delinquent I&S	10,801.28

Total Current	16,080.05	Total Delinquent	14,282.84
Cur Rendition Fraud	0.00	Delq Rendition Fraud	0.00
Cur Rendition Penalty	1.40	Delq Rendition Penalty	2.69
Current Other	0.00	Delinquent Other	0.00
Current Interest	1,085.77	Delinquent Interest	2,600.04
Current Penalty	1,597.92	Delinquent Penalty	1,219.12
Current Levy	13,394.96	Delinquent Levy	10,460.99

Grand Total M&O	7,308.32
Grand Total I&S	23,054.57
Grand Total S1	0.00
Total Due to Jurisdiction	30,362.89
Total Due to Delq Tax Atty	5,972.33
Total Due to CAD	0.21

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Request from Ms. Dinora Eureste of 112 West Belle Avenue and Ms. Herlinda Eureste of 113 West Wayside Avenue, Hawes 3 Subd., Block 1, Lots 15, 16B, 17B, 18B, 19B, 22A & 22B to replat the properties into Eureste Subdivision.
Eureste of 1		, Hawes 3 Sub	Eureste of 112 West Belle Avenue and Ms. Herlinda od., Block 1, Lots 15, 16B, 17B, 18B, 19B, 22A & 22B
	g Commission met on Mor for consideration.	nday, October	17, 2022, and voted to recommend this item to the
Director of I	Planning & Development, (Gwyn Teves, v	will be present to answer any questions.
City Manage Approval: /	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approvai.	pseph K. face		
Mayor: Tim	Barker		



City of Wharton

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

MEMORANDUM

DATE: October 17, 2022

FROM: Mike Wootton, Planning Commission Chairperson

TO: Honorable Mayor and City Council

SUBJECT: Recommendation to City Council from the Planning Commission Meeting

held Monday, October 17, 2022

The following items were discussed during the Monday, October 17, 2022, meeting:

1. Request from Ms. Dinora Eureste of 112 W. Belle Ave. & Ms. Herlinda Eureste of 113 W. Wayside Ave., Hawes 3 Subd., Block 1, Lots 15, 16B, 17B, 18B, 19B, 22A & 22B to replat the properties into Eureste Subdivision.

The Planning Commission is recommending approval on the above item and is referring it to City Council for a final decision.

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

CITY OF WHARTON PLANNING COMMISSION APPLICATION **FOR** PLAT OR RE-PLAT

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

DINORA R. EURESTE

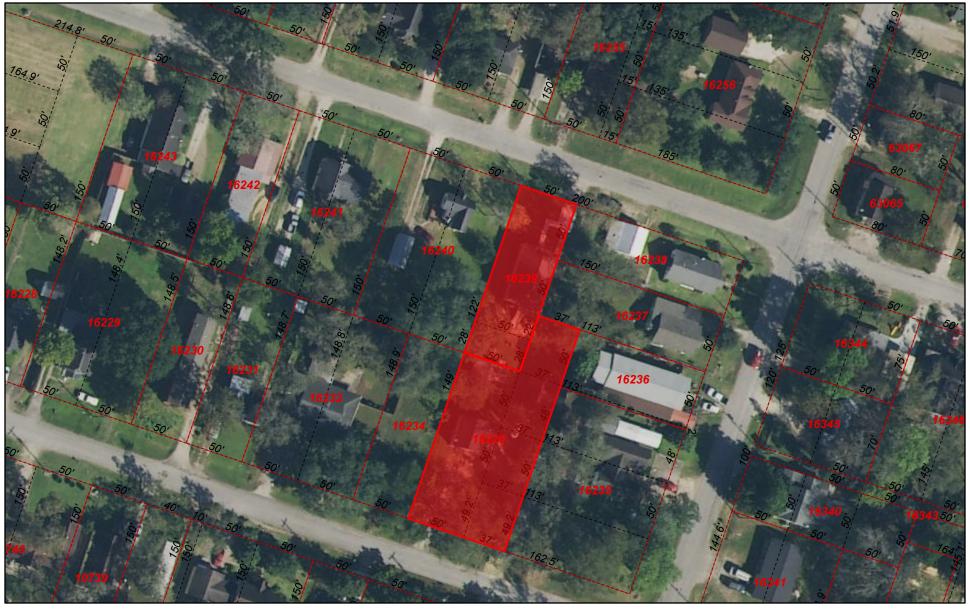
6-28-2022

Name (Printed) 112 BELLE STREET	15623 BROAD ST. SUGAR LAWS, 7
Physical Address	Mailing Address 774
	713-820-1767
LOT 15, 16B, 17B, 18B, 19B, Black 1, HAWES 3 Legal Address 0, 3421 ACRE	Phone
*ATTACH A PRELIMINARY/FINAL DRAWING OF *ATTACH TAX CERTIFICATES.	F THE RE-PLAT.
SIGNATURE OF APPLICANT:	
Signature De Just 12	7-8-2Z Date
Planning commission Meeting: 10.17.22 430pm City Council Meeting: 10.24.22 7pm	
ADJACENT PROPERTY OWNER(S):	
(I) ENEDINA C. CASTELLANO	
Name	Phone
Lots 16A, 17A, 18A, BUCKI, HAWES 3	2507 XI. FULTON, WHARTON
Legal Address	Physical Address
2 MUCHA INVESTMENTS	
Name LOT 14, BLOCKI, HAWES 3	Phone 114 E. BELLE, WHARTON
Legal Address	Physical Address
(3) MELIDA CASTELLANO	
Name	Phone
Lots 19A, 18C, BLKI, HAWES 3	2509 N. FULTON, WHARTON
Legal Address	Physical Address
APPROVAL: A MARIA C. VASOUEZ	2515 N. FULTON, WHARTON
4) INTAKIA C. VITAGO Z	
LOT 20, BLOCK 1, HAWES 3	- Page 29

Furth Tenes	10.6.22	
Planning Department	Date	H
(makeral Coordon)	10.17.3033	
Chairman of the Planning Commission	Date	
Mayor F: CodeEnforcement/MasterDocuments	Date	-

Columbus Mulberry Subject Emily Wayside Avenue (platted 60 ft. wide) Tract Wayside Avenue (platted 60 ft. wide) Wayside S 72°51'46" E 50.00' 20 27 26 25 23 22 24 19 Block 1 **Ahldag** Vicinity Map No Scale 13 15 17 I, Robert W. Kolacny, am authorized under the laws of the State of Texas to practice the Profession of Land Surveying and hereby certify that the above plat is true and correct, was prepared from an actual survey of the property made under my 23 16 supervision on the ground and that all boundary corners, angle points, points of This document shall not be curvature and other points of reference have been marked with iron monuments. This documPated: August 16, 2022 be recorded for any purpose and shall not be used or viewed or relied set 1/2" I.R. recorded for any purpose and shall upon as a final survey document. not be used or viewed or Belle Avenue (platted 60 ft. wide) not be used or viewed or relied Robert W. Kolacny Registered Professional Land Surveyor No. 5319 Ph. (979) 532-8056 upon as a final survey document on as a final surve Lot 1 19 **Property Before Development** -Block 1 Scale: 1" = 50' THE STATE OF TEXAS COUNTY OF WHARTON I, Barbara Svatek, County Clerk in and for Wharton County, Texas, hereby certify that the foregoing instrument was filed for recordation in my office on the ______, 2022, THE STATE OF TEXAS THE STATE OF TEXAS COUNTY OF WHARTON COUNTY OF WHARTON S 72°51'46" E 87.00' at ___: ___ O'clock ___M. in Slide Number ____ of CITY OF WHARTON Set 1/2" I.R. Before me, the undersigned authority, on this day personally Capped #531 Capped #5319 the Plat Cabinet III Records, of Wharton County, Texas. appeared Herlinda Eureste, known to me to be the person Known all men by these presents: whose name is subscribed to the foregoing instrument and Witness my hand and seal of office, at Wharton, Wharton County, Texas, the That Dinora Eureste and Herlinda Eureste, owners of the property shown in the acknowledgement to me that she executed the same for the day and date last above written. purposes and considerations therein expressed. above and foregoing map, do hereby make a Plat of said property according to the lines, streets, drives, lots, common areas, building lines and easements Witness my hand and seal of office therein shown, and designate said property as the "Eureste Subdivision" in the County Clerk, Wharton County, Texas City of Wharton, Wharton County, Texas, and do hereby bind themselves, their heirs and assigns to warrant and forever defend the title to the land so dedicated. Witness my hand in Wharton, Wharton County, Texas, this _____ day Notary Public in and for the State of Texas , 2022. Lot 2 - Preliminary -THE STATE OF TEXAS Herlinda Eureste, Owner Dinora Eureste, Owner COUNTY OF WHARTON CITY OF WHARTON This document shall not be THE STATE OF TEXAS This plat is hereby approved by the Planning Commission of the City of Wharton, Wharton County, Texas. In testimony whereof without the difficult shall not be Preliminary Plat COUNTY OF WHARTON recorded for any purpose and shall recorded for any purpose and shall Before me, the undersigned authority, on this day personally not be used or viewed or relied appeared Dinora Eureste, known to me to be the person not be used or viewed or relied stay Planing Commissional surve Educate Subdivision upon as a final survey document whose name is subscribed to the foregoing instrument and acknowledgement to me that she executed the same for the Chairman, Planning Commission Secretary Planning Commission purposes and considerations therein expressed. being a Replat of portions of Witness my hand and seal of office Approved by the Planning Commission this Lots 16, 17, 18 and 19, and all of Lots 15 this _____, 2022. (113') (50') S 72°51'46" E 87.00' and 22, Block 1, Hawes Third Addition Fnd. 1/2" I.R. Point for corner from 1. This property is subject to any conflicting rights, claims or other which a 1/2" I.R. Fnd. matters which may exist or arise by virtue of any discrepancy between bears S 17°28'13" W 0.22' City of Wharton the fences, improvements and actual property lines as shown on the Notary Public in and for the State of Texas Wharton County, Texas 2. This property is subject to the rights of the public to any area located within a public roadway, street or alley. 3. This may not be a complete inventory of fences. Belle Avenue (platted 60 ft. wide) 4. This property is subject to any and all covenants, restrictions, THE STATE OF TEXAS 2 Lots 0 Reserves 1 Block 09/22/2022 easements, conditions and ordinances which may be applicable. COUNTY OF WHARTON Flood Hazard Boundary Information: 5. Title: No Title Commitment was provided to Surveyor. No attempt was CITY OF WHARTON As of this date (September, 2022), the "Eureste Subdivision", is located, by made by Surveyor to independently research or locate easements that scaled map location and graphic plotting only, in Flood Hazard Boundary Zone <u>Developers:</u> Dinora Eureste 15623 Broad St. may or may not affect Subject Tract. This plat is hereby approved by the City Council of the City of Wharton, "AE", Community No. 480654, Map No. 48481C0355 F, dated December 21, 6. Property owners must call the pipeline's owner or an official Wharton County, Texas. In testimony whereof witness the official signature: 2017. Property IS in the area subject to inundation by the 1% annual chance notification center for a precise physical location of all pipelines. Sugar Land, TX 77478 flood event, a.k.a. the 100 Year Flood Plain, as designated on FEMA's National Flood Insurance Program Flood Insurance Rate Map. The National Flood Herlinda Eureste 113 W Wayside Ave Insurance Program FIRM is for use in administering the National Flood Wharton, TX 77488 Insurance Program. It does not necessarily identify all areas subject to flooding, City Secretary particularly from local drainage sources, or all planimetric features outside Special Flood Hazard Areas. This flood statement does not imply that the - Registered Professional Land Surveyors property and/or structures located thereon will be free from flooding or flood E: Eureste Replat of ... Blk 1 Hawes 3rd SD.dwg Building Lines set by City Council This tract is located wholly within OFFICE (979) 532-8056 - kolacny.survey@gmail.com Approved by the City Council this damage. The flood hazard area is subject to change as detailed studies occur the city limits of the City of and/or City Ordinance. and/or watershed or channel conditions change. THIS FLOOD STATEMENT Wharton, Wharton County, Texas.

SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



10/12/2022, 9:22:52 AM

Override 1 Parcels Lot Lines

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

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Wharton Central Appraisal District, BIS Consulting - www.bis

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

CITY COUNCIL COMMUNICATION

Meeting	10/24/2022	Agenda	Request for an extension of Variance for	
Date:	, ,	Item:	Temporary Placement of Travel Trailer for	
			Temporary Housing for 820 Old Caney Road.	
		1	The state of the s	
Mr. Charles Washington, has requested and received temporary variances of Chapter 38-Manufactured Housing, Mobile Homes and Travel Trailers; Article II-Requirements Concerning Mobile Homes,				
Manufactured Housing and Travel Trailers; Division 3-Recreational Vehicles for 820 Old Caney Road due to the reconstruction of his home that was destroyed by fire. The last variance expired August 14, 2022.				
		, , , , , ,	,	
The City has provided multiple variances and extensions of these variances in an effort to assist residents while alternative housing arrangements are made.				
Attached is the request from Mr. Washington requesting an extension to the variance.				
Director of Planning & Development, Gwyn Teves, will be present to answer any questions.				
City Manag	er: Joseph R. Pace		Date: Thursday, October 20, 2022	
Approval:	Joseph R. Face			
Mayor: Tim	Barker			



City of Wharton

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

MEMORANDUM

DATE: October 18, 2022

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Councilmembers

City Attorney Paul Webb

SUBJECT: Request for extension of Variance for Temporary Placement of Travel

Trailer for Temporary Housing for 820 Old Caney Road.

Mr. Charles Washington requested and received temporary variances of Chapter 38-Manufactured Housing, Mobile Homes and Travel Trailers; Article II-Requirements Concerning Mobile Homes, Manufactured Housing and Travel Trailers; Division 3-Recreational Vehicles for 820 Old Caney Road due to the reconstruction of his home that was destroyed by fire. The last variance expired August 14, 2022.

The city has provided multiple variances and extensions of these variances in an effort to assist residents while alternative housing arrangements are made.

Attached is the request from Mr. Washington requesting an extension to the variance.

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

Re: Charles. Washington
820 old Caney Rd 281-702-1148
Wharton Texas 77488

Contractor: Larry R. Taylor Sr.
P.D. BOX 745
Wharton Texas 77488
979-257-4939

Dear Counsel members IN The above Styled We are ReDuesting Additional Variance. We are donating times ; funds to this Project, however we can only work When We have time from other work. We are Planning in about Three weeks to take off front half of house, in order to Resbuild , that section, New. We have taken Picture of what has been Done to this Point. Will Present At meeting. Thanks

Contractor my f. Daylon

Larry R. Taylor Sr

Onte 10-4-22

Home OWNER Bally Bashington

Charles Washington

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5-2020

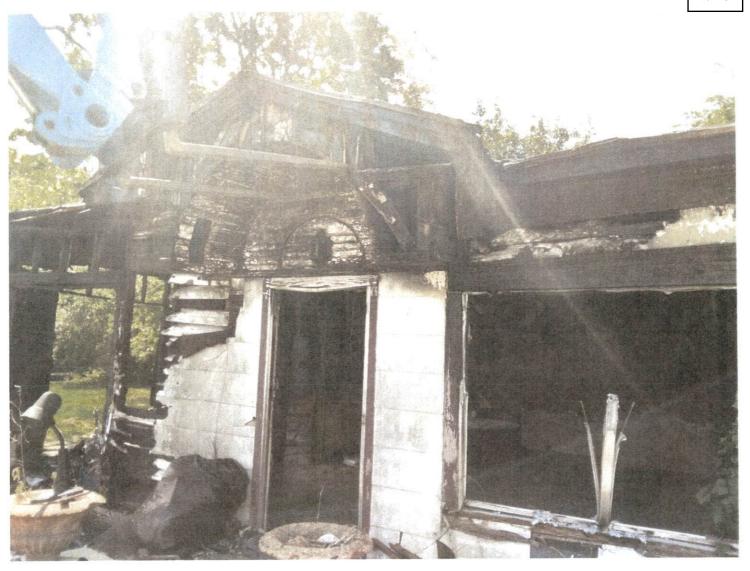


5-2020





5- 2020



5- 2020

Item-3.



2022

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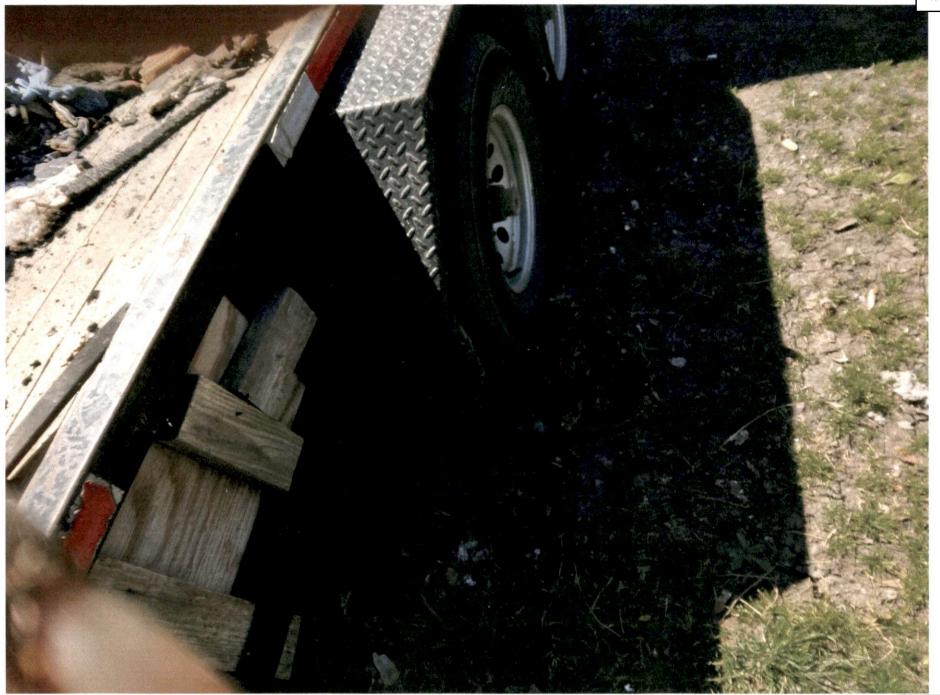


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Item-3.







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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving a Development Agreement with Wharton 55, LLC., and the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.		
Attached you will find a draft copy of the Development Agreement with Wharton 55, LLC., and the City of Wharton. Wharton 55, LLC., is proposing to develop approximately 225 single family residential homes and infrastructure improvements pursuant to the agreement.					
Representat	Representatives from Wharton 55, LLC., will be present to answer any questions.				
	er: Joseph R. Pace		Date: Thursday, October 20, 2022		
Approval:	Joseph R. Face				
Mayor: Tim	Barker				

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into between the **CITY OF WHARTON**, **TEXAS** ("City") a political subdivision of the State of Texas, and **WHARTON 55**, **LLC**., a Texas limited liability company ("Developer") to be effective as of the Effective Date.

RECITALS

WHEREAS, certain terms used in these Recitals are defined in Section 2; and

WHEREAS, the City is a Home Rule, council-manager form of city government of the State of Texas located within Wharton County ("County"); and

WHEREAS, Developer is purchasing the Property, which currently is located wholly within the extraterritorial jurisdiction of the City and not within the corporate limits or extraterritorial jurisdiction of any other municipality; and

WHEREAS, in accordance with the terms of this Agreement, upon Developer purchasing the Property and the City taking certain actions contemplated herein, Developer is willing to voluntarily petition for annexation of the Property into the corporate limits of the City and develop it within the corporate limits of the City and in full compliance to all City Regulations in effect at the time this Agreement is executed; and

WHEREAS, Developer plans to develop the Property, as a single family residential development (approximately 225 lots) pursuant to the General Plan; and

WHEREAS, Developer intends to design, construct, install, and/or make financial contributions to certain on-site and/or off-site Authorized Improvements to serve the development of the Property, which Authorized Improvements are generally identified in Exhibit B and will be further described in the Service and Assessment Plan; and

WHEREAS, Developer intends for the design and construction of the Authorized Improvements to occur in phases and to dedicate such Authorized Improvements to the City, for future use and maintenance upon the acceptance of the Authorized Improvements by the City; and

WHEREAS, Developer and the City estimate that the cost of the Authorized Improvements to be Ten Million Dollars (\$10,000,000) and the amount of City reimbursement will be limited to the actual cost of the Authorized Improvements; and

WHEREAS, to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City has determined it is necessary for the City to create a public improvement district ("PID") pursuant to Chapter 372, Texas Local Government Code, as amended ("PID Act"), and to create a tax increment reinvestment zone ("TIRZ") in accordance with Chapter 311 of the Texas Tax Code, as amended ("TIF Act"); and

WHEREAS, in consideration of Developer's agreements and representations contained herein, the City intends to consider financing arrangements that will enable the Developer, in accordance with the PID Act, to: (a) fund a portion of the costs of the Authorized Improvements using the proceeds of PID Bonds issued by the City; and/or (b) obtain reimbursement for a portion of the cost of the Authorized Improvements from installment payments on Assessments on the Property and payments from the TIRZ; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, intends to: (a) create the PID and TIRZ; (b) enter into a Reimbursement Agreement with Developer; (c) adopt a Service and Assessment Plan; (d) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of the Authorized Improvements and the costs associated with the administration of the PID and issuance of the PID Bonds); and (e) issue PID Bonds, in one or more series, for the purpose of financing a portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund) and (f) utilize monies generated through the TIRZ to pay a portion of the PID Assessments or otherwise reimburse Developer pursuant to the Reimbursement Agreement; and

WHEREAS, the City, in its sole legislative discretion, may issue PID Bonds periodically, in multiple series, to finance a portion of the costs of the Authorized Improvements and related costs (including Administrative Expenses) and to pay issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund); and

WHEREAS, prior to Developer filing a petition for annexation of the Property into the corporate limits of the City: (a) the City Council shall have approved and adopted the PID Resolution; (b) the Parties shall have entered into the Reimbursement Agreement; (c) the City shall have created the TIRZ; and (d) the City shall have adopted a TIRZ Project and Finance Plan consistent with the terms of this Agreement; and

WHEREAS, the Parties agree that the Authorized Improvements are improvements that would qualify as projects under the TIF Act, as amended; and

WHEREAS, in consideration of Developer's agreements contained herein, the City intends to exercise its powers under the TIF Act to create a TIRZ and dedicate fifty percent (50%) of the City's ad valorem tax increment attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of forty (40) years, or until all of the PID Bonds have been paid, whichever comes first. Monies collected in the TIRZ Fund shall be used to offset or pay a portion of any Assessments levied on assessed parcels within the Property for the costs of Authorized Improvements that qualify as TIRZ Projects under the TIF Act, or, in the event the City does not issue any PID Bonds, reimburse Developer; and

WHEREAS, the Parties intend that the Property will be developed pursuant to the General Plan attached hereto as Exhibit "C"; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law, including Section 212.171 et seq. of the Texas Local Government Code; and

WHEREAS, the City recognizes that the construction and installation of the Authorized Improvements will: (a) bring a positive impact to the City; (b) promote state and local economic development; (c) stimulate business and commercial activity in the municipality; (d) promote the development and diversification of the economy in the local area; (e) promote the development and expansion of commerce in the local area; and (f) eliminate some unemployment or underemployment in the local area; and

WHEREAS, Developer wishes the City to be the retail provider of water to customers located within the Property.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and for such other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1 RECITALS

The Recitals in this Agreement, cited above, are true and correct and establish the basis upon which the Parties enter into this Agreement and are incorporated for all purposes as part of this Agreement.

SECTION 2 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Actual PID Bond Fee means the actual costs of the PID Bond Fee as calculated by the City's financial advisor, as described in Subsection 8.5.

Administrative Expenses means all third-party expenses incurred by the City in the establishment, administration, and operation of the PID.

Agreement means this Development Agreement.

Assessment means a special assessment levied by the City on property within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs.

Assessment Fund means the interest-bearing assessment fund account created by the City for the PID to which revenues from the Assessments will be deposited.

Assessment Ordinance means an ordinance adopted by the City Council which authorizes Assessments to be levied on the Property in accordance with the PID Act, the purpose of which shall be to pay for a specified portion of the costs of the Authorized Improvements and interest thereon as set forth in the Service and Assessment Plan, as well as the costs associated with the issuance of the PID Bonds.

Assessment Roll(s) means an Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, which shows the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway infrastructure and other facilities needed to serve and fully develop the Property and all other improvements authorized by the PID Act, which shall be constructed or caused to be constructed by the Developer by or on behalf of the City, including but not limited to the improvements listed in Exhibit B and the Service and Assessment Plan.

Authorized Improvement Costs means the design, engineering, construction, construction management, and inspection costs of the Authorized Improvements and all other costs authorized by the PID Act.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of the PID Bonds by the City.

Budgeted Cost(s) with respect to any given Authorized Improvement means the estimated cost of such improvement as set forth in Exhibit B, or it may be amended from time to time.

Certification for Payment Form means a certificate which shall be submitted to the City no more frequently than monthly, with all paid invoices, bills, and receipts for work completed on any of the Authorized Improvements, in the form of Exhibit G attached hereto.

City means the City of Wharton, a Home Rule, council-manager form of government located in Wharton County, Texas.

City Administrator means the City Manager of the City of Wharton, Texas, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Code means the Code of Ordinances, City of Wharton, Texas, in effect as of the Effective Date.

City Council means the City Council of the City of Wharton, Texas.

City Regulations means the City Code as defined herein, the City's Subdivision Regulation, the City's engineering design standards, all International Code Council-sanctioned and National codes, as amended and as adopted by the City, including but not limited to the International Building, Construction, Electrical, Energy Conservation, Fire, Fuel Gas, Mechanical, Plumbing, Residential and similar standard codes, and other policies duly adopted by the City and in effect on the Effective Date of this Agreement.

Code means the Texas Local Government Code.

Cost Overruns means actual Authorized Improvement Costs that are more than the Budgeted Costs set forth in the Service and Assessment Plan, as described in Subsection 8.2.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the Service and Assessment Plan, as described in Subsection 8.3.

Design Standards means the standards for home construction within a single family home lot attached hereto as Exhibit "D".

Developer means Wharton 55, LLC, a Texas limited liability company, and its successors and assigns, responsible for developing all or any portion of the Property in accordance with this Agreement.

Development means the development on the Property in accordance with the terms hereof, which includes a master planned residential subdivision that will include approximately 220 single family lots. The Development includes the subdivision of the Property, the construction of off-site and on-site utility and road facilities to serve the Property.

Development Standards means those development standards applicable to the Property as agreed to by the Parties pursuant to this Agreement.

District means the Wharton Public Improvement District No. . .

Effective Date means the date on which the last of the Parties has executed this Agreement and Developer has advised the City that it has acquired the Property.

Eminent Domain Fees means those legal and other professional fees incurred by the City during eminent domain proceedings or litigation as described in Subsection 13.6.

End Buyer means any developer, developer homebuilder, homebuilder, homeowner, tenant, user, or owner of a Fully Developed and Improved Lot.

Estimated Build Out Value means the fair market value of a developed lot or parcel, including all improvements to be constructed thereon, as estimated at the time the applicable Assessments are levied.

Force Majeure means, and shall include without limitation, acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, acts or orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, quarantine, viral outbreaks, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or other acts, events, causes, or circumstances not within the reasonable control of the Party claiming such inability and that could not have been avoided by such Party with the exercise of good faith, due diligence, and reasonable care.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Wharton County, Texas.

General Plan means the General Plan agreed to by the Parties and that is depicted in Exhibit C.

HOA means the homeowners association created for the Development encompassing the portion of the Property developed for single family residential purposes.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator, as set forth in a document in the form of Exhibit E, which establishes a mechanism to disclose to each End Buyer the terms and conditions under which that End Buyer's lot is burdened by the PID.

Impact Fees means those fees as defined in Chapter 395 of the Texas Local Government Code.

Improvement Account of the Project Fund means that account as defined or described in any Indenture.

Indenture means a trust indenture by and between the City and a trustee bank under which the PID Bonds are secured and funds disbursed.

Landowner(s) means the Developer(s) and any additional owners of the Property.

Landowner Agreement means the agreement, as set forth in a document in the form of Exhibit F of an owner of the Property consenting to the form and terms of the PID Documents.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Parties means, collectively, the Developer and the City; Party, individually, means either the Developer or the City.

Payment Certificate means the Certification for Payment Form, as generally set forth in Exhibit G, submitted by Developer to the City for approval of the reimbursement of Authorized Improvement Costs from PID Bond proceeds.

PID means a public improvement district created by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, as amended; in this instance and for purposes of this Agreement, the PID means the Wharton Public Improvement District No. ____.

PID Act means Chapter 372, "Improvement Districts in Municipalities and Counties," Texas Local Government Code, as amended.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan, or any other agreement or document approved by the City, related to the duties and responsibilities for the administration of the PID.

PID Bond Fee means that fee payable by the Developer to the City as defined in Section 8.5.

PID Bonds means those assessment revenue bonds issued by the City and secured by Assessments on property within the PID.

PID Documents means the City Council-approved and adopted (a) PID Resolution; (b) Service and Assessment Plan; and (c) Assessment Ordinance, as described in the Recitals to this Agreement.

PID Resolution means the resolution adopted by the Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Property means the real property described by metes and bounds in Exhibit A, consisting of approximately 55 acres.

Real Property Records of Wharton County means the official land recordings of the Wharton County Clerk's Office.

Reimbursement Agreement means an agreement between the City and Developer pursuant to which the Developer may construct all or any portion of the Authorized Improvements and the City will reimburse it with the proceeds of the City's PID Bonds, Assessments and/or TIRZ Revenue.

Service and Assessment Plan (or SAP) means the PID Service and Assessment Plan to be adopted by the City Council, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID to finance the Authorized Improvements and having terms, provisions and findings approved by the City, consistent with the terms of this Agreement.

Subdivision Ordinance means Appendix A of the City Code of Ordinances in effect as of the Effective Date.

TIF Act means the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended.

TIRZ means a tax increment reinvestment zone created by the City and encompassing the Property pursuant to the TIF Act, to implement tax increment financing.

TIRZ Documents means (a) the TIRZ Project and Finance Plan; (b) the TIRZ Ordinance; (c) the Reimbursement Agreement; and (d) this Agreement.

TIRZ Fund(s) means the fund(s) set up by the City to receive the TIRZ monies in accordance with the TIRZ Documents and state law.

TIRZ Ordinance means each City ordinance adopted by the City Council establishing a TIRZ pursuant to Chapter 311, Texas Tax Code, as amended, and any subsequent ordinance(s) effectuating amendments thereto.

TIRZ Projects means those projects, the same as the Authorized Improvements, to be undertaken by the PID as well as the TIRZ, as well as any other projects provided in the TIRZ Project and Finance Plan.

TIRZ Project and Finance Plan means the project and finance plan for the TIRZ, approved by the City, as amended from time to time.

TIRZ Revenue means the portion of the City's ad valorem tax revenue pledged pursuant to the TIRZ Ordinance, the TIRZ Project and Finance Plan and the Reimbursement Agreement.

Wharton County means Wharton County, Texas

SECTION 3 PUBLIC IMPROVEMENT DISTRICT

- 3.1 <u>Creation of PID and Developer's PID Petition</u>. Within 90 days of the Effective Date, Developer will submit a petition to City in accordance with the PID Act. In addition, Developer's petition must include the following:
 - a) A description of the general nature of Developer's project and the estimated cost of the proposed PID-funded improvements.
 - b) Description of boundaries of the proposed assessment district consisting of (i) a legal description and survey sketch of the metes and bounds stamped/signed by a Texas professional licensed surveyor, and (ii) street address and/or other "commonly known" location description of the area to be included in the PID.
 - c) The proposed Service and Assessment Plan (SAP). The SAP will specify included or excluded classes of assessable property. The SAP will include the preliminary plan for the anticipated financing of the construction of the Authorized Improvements in the proposed PID (the "PID Financing Plan"). The PID Financing Plan shall include at a minimum:

- i. Targeted gross bond amount;
- ii. Estimated annual assessment revenue generated;
- iii. Annual installment per unit;
- iv. Estimated number of bond issuances;
- v. Proposed maturity dates for PID bonds;
- vi. Proposed timetable of the development; and
- vii. Any other such supporting information related to the financial viability and success of the PID.
- d) A copy of a Feasibility Report (as referenced in section 372.007 of the PID Act) demonstrating the economic feasibility of the project. The Feasibility Report shall the following information:
 - i. Analysis of above describing the timing and amount of PID assessment revenue which will be generated based upon varying levels of assessments; and
- e) A current tax roll for the Property with the signatures of the owners registering support of the petition next to the account for the owner's property on the tax rolls, or other evidence that the petitioner(s) are the current owner(s) of the Property located within the PID boundaries. Owner's signatures for PID petitions must be gathered not more than six months preceding submittal of the PID petition to City. Evidence that the petition's signatures meet the state law requirements, or the petition must be accompanied by a reasonable fee to cover the City's costs of the notary/signature verification.

The City shall use its good faith efforts to review Developer's petition. In the event City Council denies Developer's petition, then City or Developer may terminate this Agreement, whereupon the Parties will be relieved of their respective obligations herein. If the City Council approves Developer's petition, City will proceed with City Council's consideration of all necessary documents and ordinances required to create the PID, to enter into the Reimbursement Agreement, to levy the Assessments, and to prepare and approve a Service and Assessment Plan (and updates thereof) providing for the levy of the Assessments on the Property.

- 3.2 <u>PID Administration</u>. In addition to the items included in Paragraph 3.1, Developer's proposal as to whether the PID Administrator will be the City or a qualified, third-party private company with City oversight. City in its sole judgment will determine whether the City or a private company will serve as PID Administrator. The PID Administrator will:
 - i. Coordinate the annual development of the budget and update to the Service and Assessment Plan which will be submitted to the City Council for consideration in accordance with the Code and any other applicable Texas law.
 - ii. Provide for the calculation of the assessment and allocation to the respective parcels in the PID and shall provide for the billing of the assessments to the property owners or provide information to the County Tax Office. The PID Administrator and Developer will coordinate to ensure that the billing/assessment information provided to the tax office includes all pertinent properties.

- iii. Prepare annual reports reflecting the expenditure of PID bond proceeds or the reimbursement of Developer expenditures, as appropriate.
- iv. Prepare annual reports reflecting the imposition and collection of the assessments and the balances in the various accounts related to the PID to be provided to the City Council on a quarterly or other periodic basis as may be required by the City.
- v. Prepare and provide any other reports or information required of the City or the project under the PID Act.
- (a) Provision for the costs associated with the provision of the administrative services, whether the services are provided by third parties or the City, shall be included in any budget proposed by the Developer and may include but is not limited to allocation of interest on the assessment to the extent authorized under the PID Act.
- (b) If the City agrees to the hiring of a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with revenues generated within the PID.
- (c) The City may request an audit by the City's Auditor at any time and/or an independent audit at any time if the City Auditor finds accounting or financial irregularities.

3.3 Issuance of PID Bonds.

- (a) Subject to the terms and conditions set forth below, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property) to construct, reimburse or acquire the Authorized Improvements benefitting the Property. The Authorized Improvements to be constructed and funded in connection with the PID Bonds are subject to the limitations of Section 372.003 of the PID Act and as more particularly detailed in Exhibit B, which may be amended from time to time upon approval of the City Administrator, and in the Service and Assessment Plan for the PID or any updates thereto approved by the City Council. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to pay for, reimburse and/or acquire the Authorized Improvements. Notwithstanding the foregoing, the issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and the financial ability and obligation of the Developer to perform its obligations hereunder.
- (b) Developer shall be obligated to complete all Authorized Improvements within each phase in the PID in accordance with the Reimbursement Agreement.
- (c) The issuance of PID Bonds is subject to the sole discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance. The following limitations and performance standards shall apply to a PID debt issue approved by the City:

Minimum appraised value to lien ratio	3: 1
Tr	

Maximum years of capitalized interest for each bond issue	3
Maximum maturity for each series of bonds	30 years

The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the Authorized Improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future bond issuances and applicable federal law pertaining to the issuance of tax-exempt bonds.

- (d) The following financing criteria will apply to the City's issuance of PID bonds:
- i. No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund or support the PID improvements.
- ii. The City shall not be liable for any debt associated with the creation of a PID and issuance of PID bond(s). The PID and PID assessments will be the sole source of funding for debt payments associated with PID formation and PID bond issuance.
- iii. All subsequent PID bond issues, if any, will be subject to approval by the City Council. The City Council will consider evidence that (i) the value of the property within the PID and the City as a whole will be significantly increased by the projects financed with the PID bonds; (ii) no financial risk or burden will be imposed on the City; and (iii) development in phases will be self-sustaining and financially sound.
- iv. Additional special assessments may be levied or special assessments may be adjusted in connection with subsequent bond issues if an agreed-upon maximum annual assessment rate is not exceeded and the special assessments are determined in accordance with the Service and Assessment Plan and the Code.
- v. Special assessments will bear a direct proportionate relationship to the special benefit of the public improvements received. In no case will assessments be increased for any parcel unless (a) the property owner of the parcel consents to the increased assessment and (b) no bonds secured by such assessment have been levied.
- vi. The City shall not be obligated to provide funds for any Authorized Improvements except from the proceeds from the PID bonds and PID assessments.
- vii. Each PID bond indenture will contain language precluding the City from making any debt service payments for the PID bonds other than from available special assessment revenues.
- viii. Developer will be responsible for payment of all the City's reasonable and customary costs and expenses, including the cost of any appraisal, subject to reimbursement from PID bonds or PID assessments, if any.

- (e) The following conditions must be satisfied prior to the City's sale of PID Bonds:
- (i) The Authorized Improvements for the phase of development must be completed, unless otherwise agreed by Developer and the City.
- (ii) The maximum projected annual assessment for a parcel or lot within a phase shall not exceed the amount collected by an ad valorem tax rate of up to \$1.25 per \$100 valuation on the Estimated Build Out Value of each parcel; such rate limit for each phase, as determined at the time of the levy of the Assessments, applies on an individual assessed parcel basis, as will be set forth in more detail in the Service and Assessment Plan.
- (iii) Developer must provide evidence reasonably acceptable to the City of an executed loan document and/or private equity in an amount sufficient to complete the Authorized Improvements for such phase.
- (iv) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement;
- (v) The PID Bonds being issued must be structured in a manner reasonably acceptable to the City and its financial advisor.
- (vi) The City shall have agreed on the Authorized Improvements and the costs thereof to be included in the Service and Assessment Plan.
- (f) In no event shall the City issue PID Bonds if the issuance of such PID Bonds is prohibited by Applicable Law.
- 3.4 Acceptance by Developer of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessments on a phase, the Developer shall approve and accept in writing the levy of such Assessments on all land owned by the Developer within such phase, shall approve and accept in writing the Home Buyer Disclosure Program, and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor developers and owners of the Property to: (a) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to, and expressly assume, the terms and provisions of such assessments and the liens created thereby; and (b) comply with the Home Buyer Disclosure Program.
 - 3.5 Liability and Indemnification.
- (a) No City official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the Developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the Developer pursuant to any other instrument, transaction or undertaking because of the PID shall be satisfied out of the assets of the Developer or Assessments only and the City shall have

no liability.

All PID agreements shall include indemnification language as follows: (b) INDEMNIFICATION. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER'S NEGLIGENCE, MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER, AND THEIR OFFICERS, AGENTS, EMPLOYEES, RESPECTIVE **DIRECTORS** REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. ALL WITHOUT. HOWEVER. WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL ALWAYS BE BROADLY INTERPRETED TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

SECTION 4 TIRZ

4.1 Tax Increment Reinvestment Zone. The City shall exercise its powers under the TIRZ Act and create a TIRZ coterminous with the boundaries of the PID. The City further intends to dedicate fifty percent (50%) of the City's ad valorem tax increment attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of thirty-five (35) years, or until the PID Bonds have been fully paid, whichever comes first. Monies collected in the TIRZ Fund from the incremental value of a single-family residential lot and the improvements thereon shall be used to offset or pay a portion of any Assessments levied on such benefited land within the Property for the costs of Authorized Improvements that qualify as projects under the TIF Act paid in accordance with the TIRZ Project and Finance Plan and Service and Assessment Plan. At such time as the Assessment levied on an individual single family residential lot has been paid in full, tax revenues from such lot or parcel shall no longer be used to pay any Assessments and all of such tax revenues shall be retained by the City. In the event the City does not issue any PID Bonds, monies in the TIRZ Fund shall be used to reimburse Developer pursuant to the terms of the Reimbursement Agreement.

SECTION 5 GENERAL PLAN AND PLATTING

- 5.1 <u>Introduction</u>. The Property is to be developed as a master-planned single-family residential community. The land uses within the Property shall be typical of a master-planned single-family residential development.
- 5.2 General Plan and Amendments. The City and Developer acknowledge that the attached General Plan is the preliminary plan for the development of the Property. The parties acknowledge and agree that the General Plan may be revised and refined by Developer, at its sole discretion, provided that in no case shall the General Plan be revised or refined to contradict any of the requirements of this Agreement or subsequently approved variances, and provided that no revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either the Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and the Developer. The City approves the General Plan in the form attached hereto, and finds it generally consistent with the applicable provisions of the Subdivision Ordinance. Developer agrees that any change in density allowed under Section 6.2 must be reflected in an amended General Plan that is subject to approval by the City, and any other material changes to the General Plan shall be provided to the City. In particular, the Developer may develop anywhere within the Property as long as such development complies with the provisions of the Subdivision Ordinance and Section 6.
- 5.3 <u>Platting</u>. Developer shall be required to plat any subdivision of the Property in accordance with this Section 5.3. The subdivision plat shall be subject to review and approval by the City Council in accordance with those requirements, procedures, fees and planning standards of the Subdivision Ordinance applicable to the Property, including the variances granted herein and other variances that the City may approve from time to time, and this Agreement. So long as the plat meets the applicable requirements of the Subdivision Ordinance, including the variances granted herein and other variances that the City may approve from time to time, and this Agreement (including any amendments or updated provisions of the Subdivision Ordinance specifically allowed herein), the City Council shall consider approval of the plat within thirty (30)

days after Developer files the plat with the City. In the event of any conflict between the Subdivision Ordinance and this Agreement, this Agreement shall control.

<u>SECTION 6</u> <u>DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE ORDINANCES</u>

- 6.1 Regulatory Standards; Development Quality; Fees.
- (a) One of the primary purposes of this Agreement is to provide for quality development of the Property and foreseeability as to the regulatory requirements applicable to the development of the Property throughout the development process. Feasibility of the development of the Property is dependent upon a predictable regulatory environment and stability in the projected land uses.
- By the terms of this Agreement, the City and Developer hereby establish (b) development and design rules and regulations which will ensure a quality, unified development, yet afford Developer predictability of regulatory requirements throughout the term of this Agreement. Accordingly, the General Plan and Design Guidelines established by this Agreement include density and land use regulations, homebuilding standards, a general land use plan, an open space and parks plan, subdivision regulations, and public improvement regulations. The City and Developer agree that any City ordinance heretofore or hereafter adopted (including any amendment to the Subdivision Ordinance), that addresses matters that are governed by this Agreement shall not be enforced by the City within the Property, except for the provisions of the Subdivision Ordinance specifically incorporated by this Agreement to the extent expressed in this Agreement, and that the provisions of this Agreement otherwise govern development of the But this Agreement shall nonetheless be (i) subject to changes in editions to ICC building codes and building fee ordinances approved by the City Council from time to time; (ii) subject to any changes to any other City ordinances that are made by the City in compliance with any federal or state laws that are beyond the control of the City, and (iii) subject to the agreed upon variances reflected in Exhibit D.
- (c) Developer shall be subject to certain fees and charges due and payable to the City in connection with the development and construction of the Property, including but not limited to platting request fees, and water and sewer tap fees which are in effect as of the Effective Date. However, Developer shall not be required to pay any impact fees or capital recovery fees.
- 6.2 <u>Single Family Residential Density</u>. The Parties agree that development of the Property of the Property shall be in accordance with the requirements of this Agreement, specifically including the Design Standards attached as Exhibit D, and the General Plan. The number of single-family, detached residential housing units within the Property shall not exceed two hundred fifty (250) units.
- (a) Developer agrees to develop the Project solely for single-family detached Dwellings. No pre-fabricated housing, industrialized (modular), mobile, recreational vehicle lots, tiny house, shipping container, and/or manufactured home shall be allowed to be placed and/or

developed on any parcel or lot with the Project, except as expressly provided herein, and except for temporary sales and construction offices.

- (b) Developer agrees to include by covenant, contract and/or deed restriction a prohibition on use of any lot or parcel located within the Project for mobile, recreational vehicle lots, tiny house, shipping container, and/or manufactured homes, except for temporary sales and construction offices.
- 6.3 <u>Lot Size</u>. The Parties agree that single-family residential lots located within the Property will have a minimum forty-foot (40 ft.) width requirement (except knuckles, cul-de-sac and irregularly shaped lots) and contain a minimum of Four Thousand Four Hundred (4,400 sq. ft.) square feet. The minimum width requirement will apply at the building setback line.
- 6.4 Building Setbacks. The Parties agree that setback requirements for single-family residential buildings shall be as follows:
 - (a) Minimum front yard setback shall be 25 feet from the front property line except, for cul-de-sacs and knuckles which shall be 20 feet, and except where abutting or adjacent to a major thoroughfare, in which event the minimum setback for the principal building shall be 35 feet. This shall also apply for accessory buildings.
 - (b) .Minimum interior side yard setback shall be five feet for the principal building. Accessory buildings shall be permitted to maintain a minimum of five feet setback from the property line to the accessory building line.
 - (c) Minimum exterior side yard setback shall not be less than 10 feet, except that where the lot is adjacent or abuts on a major thoroughfare, the building line shall not be less than 25 feet from the side property line.
 - (d) Minimum rear yard setback for the principal building shall be five feet from the rear property line. Accessory buildings shall be permitted to maintain a minimum of five feet setback from the rear property line. When the rear yard abuts any street, a minimum of 10 feet shall be required from the rear property line to the building line of the principal buildings and accessory buildings. If the rear public right-of-way is a major thoroughfare, a minimum 25-foot setback from the rear property line to the building line shall be required.
 - (e) Principal buildings and accessory buildings shall not be allowed to encroach upon public or private utility easements even if such buildings are portable.
 - 6.5 Water/Wastewater/Drainage Services and Roads.
- (a) Developer will make provisions for public water distribution, wastewater collection and treatment, drainage services and public roads for the Property through public infrastructure to be provided by the City ("System").
- (b) Construction of the System shall be designed by engineers retained by Developer. Plans for the System shall be subject to review and approval by the City. City shall inspect the construction of the System constructed by Developer. Developer shall use its good faith efforts to advise the City when substantial completion of a phase of the System is nearing, in order to assist the City in scheduling any final inspection by the City.

- (c) Any contractor retained by Developer to construct the System must be bonded in accordance with the requirements of the City.
- (d) Developer shall not be required by the City to oversize any portion of the System that is constructed to serve the Property to serve any areas outside of the Property; provided; however, the City and Developer may agree to oversizing such additional facilities if the City shall provide contemporaneous payment of all costs of such oversizing to the effect that Developer shall neither incur nor pay any costs related to the oversizing.
- (e) All water and sanitary sewer lines must be placed within the public right-of-way, general utility easements, or non-exclusive water and/or sewer easements granted to the City, as found on the recorded plat approved by the City or by separate recorded instruments approved by the City.
- (f) Upon inspection, approval, and acceptance of the System or any portion thereof, the City shall maintain and operate the accepted public infrastructure and timely provide retail water and sewer service to the Property.
- (g) City agrees to timely make water supply and wastewater treatment capacity available so as not to interrupt Developer's development of the Property and/or home construction activities within the Property. Upon request of the City, Developer shall give the City its projection of future home sales for the next three (3) years in order to assist the City in its planning.

6.6 Private Improvements/City Inspections.

- (a) Houses, buildings and other private improvements within the Property shall be constructed in accordance with the City Code and related ordinances that are applicable to such construction.
- (b) Construction of houses and buildings within the Property will be permitted by the City in accordance with the City's adopted editions of the ICC building codes and City building fee ordinances at the time permit applications are submitted to the City. All structures will be inspected by the City's building code inspector (or a third-party inspector hired by the City) in accordance with City Building Code and ordinances at the time the permit applications are submitted to the City.
- 6.7 <u>HOA</u>. All single-family residential homes located within the Property shall be required to be within the jurisdiction of the HOA, which shall (i) collect mandatory fees, (ii) provide for the enforcement of deed restrictions encompassing such portion of the Property, and (iii) maintain the open space.

6.8 Open Space, Trees, Landscaping, Recreational Facilities and Walking Trails.

(a) Developer hereby agrees to dedicate to the HOA, at Developer's discretion, fee simple interest or easements encompassing no less than ten (10) acres of public parkland or private

open space acres of land generally accessible to the public which acreage includes land in drainage/detention areas and areas left open because it is in the floodplain or wetlands.

- (b) The City agrees that so long as Developer dedicates the ten (10) acres of parklands, open space, as described in subsection (a) immediately above, Developer is deemed and shall be found to be in full compliance with any parkland or open space requirements, whether now in effect or to be adopted from time to time in the future, regarding a developer's provision of park, open space and recreational facilities and, moreover, Developer shall not be required to dedicate any additional parklands, open space or recreational facilities to the City or make any monetary payments to the City relating to parklands, open space or recreational facilities. As part of the beforesaid facilities, the Developer may, but shall not be required to, provide any walking or bike trails within the Property.
- (c) Development of the Property shall not be subject to any requirement of the City regarding providing the City with any survey of trees within the Property or minimum number of or size of trees within a lot or parcel.
- 6.9 <u>City Approvals</u>. The City shall consider approval of all plats, plans and specifications submitted by the Developer that conforms to the terms of this Agreement, the variances shown on Exhibit D, or other variances that the City may approve from time to time.
- 6.10 <u>Impact Fees</u>. The City agrees to waive any current or future Impact Fees and/or capital recovery charges with respect to the Property.
- 6.11 <u>Liability of End-Buyer</u>. End-Buyers shall have no liability for the failure of Developer to comply with the terms of this Agreement and shall only be liable for their own failure to comply with the recorded declaration of restrictive covenants (if applicable), land use restrictions applicable to the use of their tract or lot, and any applicable ordinances.

SECTION 7 AUTHORIZED IMPROVEMENTS

- 7.1 <u>Authorized Improvements</u>. Budgeted Costs, including those estimated expenses related to the Authorized Improvements, are subject to change and shall be updated by the City consistent with the Service and Assessment Plan, as may be updated and amended, and the PID Act. Developer shall include an updated Exhibit C with each final plat application, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each final plat. Upon approval by the City Council of an updated Exhibit C, this Agreement shall be deemed amended to include such approved updated Exhibit C. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City.
 - 7.2 Construction, Ownership, and Transfer of Authorized Improvements.
- (a) <u>Construction Plans</u>. Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for

approval in accordance with this section. The City shall have forty-five (45) days from its receipt of first submittal of complete construction and/or engineering plans and corresponding fees to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable City Regulations and this Agreement. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

- (b) <u>Contract Award</u>. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. Developer's engineers shall prepare, or cause to be prepared, contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer all contracts. The Budgeted Costs, which are estimated on Exhibit C, as realized, shall be paid from the Improvement Account of the Project Fund, paid or caused to be paid by the Developer, or the Developer's assignee, and shall be reimbursed from the proceeds of the PID Bonds in accordance with the Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of any reimbursement agreement. Until such Budgeted Costs, as realized, are paid in full by the City pursuant to the terms of this Agreement, the Indenture, or any reimbursement agreement, then unpaid monies owed by the City under the Reimbursement Agreement or the Indenture shall bear interest as described therein.
- (c) <u>Construction Standards and Inspection</u>. The Authorized Improvements required for the full development of the Property shall be constructed and inspected in accordance with applicable state law, the City Regulations, the Development Standards, and other development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements. All applicable fees, including permit fees and inspection fees, shall be paid by the Developer.
- (d) <u>Competitive Bidding</u>. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code, Sections 252.022(a)(9) and 252.022(a)(11), based upon current cost estimates. In the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery methods may be utilized by the City as allowed by law.
- (e) <u>Ownership</u>. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City. Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements and facilities for the Authorized Improvements to the City and the public. Developer shall also transfer any plans, specifications or details of the Authorized Improvements not already in the possession of the City.
 - 7.3 Operation and Maintenance.

- (a) Upon inspection, approval, and acceptance of the Authorized Improvements or any portion thereof, the City, at its sole cost, shall maintain and operate the Authorized Improvements or any accepted portion thereof.
- (b) The HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, detention areas, right-of-way landscaping, screening walls, and any other common improvements or appurtenances in the benefited residential portions of the Property not maintained and operated by the City.
- 7.4 <u>Water and Wastewater Service</u>. Retail water and wastewater service shall be provided by the City under the same terms as other similarly located property in the City.

<u>SECTION 8</u> PAYMENT OF AUTHORIZED IMPROVEMENTS AND DEVELOPMENT CHARGES

- 8.1 <u>Improvement Account of the Project Fund</u>. Coincident with the issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund in accordance with the applicable Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Indenture and shall not be comingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.
- 8.2 <u>Cost Overrun</u>. If the total cost of an Authorized Improvement (or segment or section thereof) exceeds the total amount of the Budgeted Cost for that Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), the Developer shall be solely responsible for payment of the remainder of the costs of that Authorized Improvement (or segment or section thereof), except as provided in Section 8.3 below.
- 8.3 <u>Cost Underrun</u>. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement funded with the same PID bond with the approval of the City Council and provided that all Authorized Improvements are set forth in the Service and Assessment Plan. The elimination of a category of Authorized Improvements in the Service and Assessment Plan will require an amendment to the SAP. If, upon completion of the Authorized Improvements in any improvement category, any funds remain in such category, those funds may be used to reimburse a Developer for any qualifying costs of the Authorized Improvements that have not been paid.
- 8.4 <u>Remainder of Funds in the Improvement Account of the Project Fund.</u> If funds remain in the Improvement Account of the Project Fund after the completion of all Authorized

Improvements and the payment of all Authorized Improvement Costs as provided for in the Indenture, then such funds shall be used by the City to reimburse Developer for any portion of the Authorized Improvement Costs paid by Developer, or any other use applicable to the Property as provided by law. In the event of any conflict between the terms of this Agreement and the terms of the Indenture relative to deposit and/or disbursement, the terms of the Indenture shall control.

8.5 Qualified Tax-Exempt Status. If in any calendar year the City issues debt that would constitute a bank-qualified debt issuance but for the issuance of the PID Bonds or other bonds supporting public improvements for non-City owned development projects, including either bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank-qualified; provided, however, that all other developers or owners directly benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The City shall calculate the PID Bond Fee for all series of PID Bonds and notify the Developer of the total amount due at least ten (10) business days prior to pricing the first series of PID Bonds. The Developer agrees to pay the estimate of the PID Bond Fee to the City on the later of (a) ten (10) business days prior to pricing of any series of PID Bonds or other City debt, or (b) ten (10) business days after receiving Notice from the City of the estimated amount of the PID Bond Fee due to the City. The City shall not be required to price or sell any series of PID Bonds until the Developer has paid the PID Bond Fee. Upon the City's approval of the PID Bonds, the City's financial advisor shall calculate the actual costs of the PID Bond Fee (the "Actual PID Bond Fee"). The City will, within ten (10) business days, notify the Developer of the Actual PID Bond Fee. In the event the Actual PID Bond Fee is less than the estimated PID Bond Fee, the City will refund to the Developer the difference between the Actual PID Bond Fee and the estimated PID Bond Fee within ten (10) business days of the date of the City's notice to the Developer of the Actual PID Bond Fee. If the Actual PID Bond Fee is more than the estimated PID Bond Fee, the Developer will pay to the City the difference between the Actual PID Bond Fee and the estimated PID Bond Fee within ten (10) business days of the date of the City's notice to the Developer of the Actual PID Bond Fee.

If a developer or owner (including Developer, as applicable) has paid all or part of a PID Bond Fee estimate for any particular calendar year to the City, and a subsequent developer or owner (including Developer) pays a PID Bond Fee to the City applicable to the same calendar year, each such later developer or owner (including Developer) shall be reimbursed by the City as necessary so as to place all developers and owners who have paid the fee for the same calendar year in the required payment proportion. Said reimbursement(s) shall be made by the City within ten (10) business days after the City's receipt of the estimated PID Bond Fee payment(s) unless otherwise agreed to by the Parties, including, as applicable, other developers or owners. The City will deposit all payments of a PID Bond Fee estimate received from a developer or owner (including the Developer) into a segregated account until such time as (1) the City transfers the funds to a capital improvement project fund in conjunction with issuing City debt; and/or (2) the City refunds a portion of the PID Bond Fee estimate consistent with the pro rata formula above within ten (10) business days of issuing Bonds or agreement is made as to a different payment date. On or before January 15th of the following calendar year, the final PID Bond Fee shall be calculated. By January 31st of such year, any funds in excess of the final PID Bond Fee that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the developers or owners (including Developer) and any deficiencies in the estimated PID Bond Fee paid to the City by any developer or owner (including Developer) shall be remitted to the City by the respective developer or owner (including Developer). Said payments shall be made within ten (10) business days after January 31st of that year unless otherwise agreed to by the Parties, including, as applicable, other developers or owners.

8.6 Payment Process for Authorized Improvements.

- The City shall authorize reimbursement of the Authorized Improvement Costs from (a) PID Bond proceeds. Developer shall submit for approval to the City a Certification for Payment Form (no more frequently than monthly, and no less frequently than monthly if requested by the City) for Authorized Improvement Costs, including a completed segment, section, or portion of an Authorized Improvement. The Certification for Payment Form is set forth in Exhibit G, and may be modified by the Indenture or, if applicable, a reimbursement agreement. The City shall review the sufficiency of each Certification for Payment Form submission (each, a "Payment Certificate") to ensure compliance with this Agreement, compliance with City Regulations, and compliance with the SAP. The City shall review each Payment Certificate within ten (10) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Indenture or, if applicable, a reimbursement agreement, and payment shall be made to Developer pursuant to the terms of the Indenture or, if applicable, a reimbursement agreement provided that funds are available under the Indenture or such reimbursement agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to Developer pursuant to the terms of the Indenture or, if applicable, a reimbursement agreement, provided that funds are available under the Indenture or reimbursement agreement.
- (b) If the City requires additional documentation, or timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within ten (10) business days of receipt thereof; payment with respect to the disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

SECTION 9 DEVELOPMENT STANDARDS

9.1 Annexation of Land into City.

- (a) Developer shall submit a petition to the City for voluntary annexation of the Property into the corporate limits of the City (the "Annexation Petition") within one year after the following events have occurred: (a) the City Council has approved and adopted the PID Resolutions; (b) the Parties have entered into the Reimbursement Agreement; (c) the City has created the TIRZ; and (d) the City has adopted a TIRZ Project and Finance Plan consistent with the terms of this Agreement. Provided (a) through (d) have occurred, a final plat for all or any part of the Property will not be recorded until Developer submits the Annexation Petition to the City. Developer and the City shall cooperate to prepare a municipal services agreement acceptable to the Parties.
 - (b) Voluntary Petition. Except as provided in Paragraph 9.1(a) above, the Parties agree that

this Agreement constitutes a voluntary petition by Owner to the City for annexation of the Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be submitted to the City subject to the terms in Paragraph 9.1 above. Following Developer's submission of its petition for annexation, City may exercise its right to annex the Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement by the Owner, subject to the provisions of Sections 10 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire Property for limited or full purposes at any time.

- (c) <u>Non-revocable</u>. Subject to 9.1 (a) above, Developer agrees that this voluntary petition and consent to annexation of the Property may not be revoked and is intended to be and shall be binding upon the Developer. Developer further agrees that the City has the authority to annex the Property under Chapter 212 of the Code independently of Chapter 43 of the Code and that such authority may be exercised regardless of the procedural requirement of Chapter 43 of the Code.
- (d) <u>Annexation Procedure</u>. To the extent authorized by state and local laws, the Parties agree that the City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Code that are required when annexing property under that subchapter. Subject to 9.1 (a) above, Developer agrees that the Developer shall not oppose any action taken by the City to annex the Annexation Area under and in accordance with this Agreement and Subchapter C-3 of Chapter 43 of the Code after satisfaction of the applicable conditions set forth in Section 9.1 (a) above.
- (e) <u>Binding Agreement</u>. All covenants, agreements and terms contained herein obligating Developer shall run with the land and shall hereafter bind their successors and assigns and all future owners of properties located within the Property contained therein; provided, however, the provisions of this Agreement shall not be binding on or create any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property; provided, however, the Developer's non-revocable petition for annexation as set forth in Section 9 herein shall remain binding upon all such end-buyers.
- (f) <u>Deed Text</u>. If not already annexed, the following language shall be included in each deed or lease of any real property located within the Property, or by separate document that is recorded, which is executed after the Effective Date of this Agreement:

"This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 9 of the Development Agreement, executed on _____, 2022, and recorded in the deed records of Wharton County under Wharton County Document No. [] which permits the City of Wharton to annex the herein described property upon the terms and conditions set forth therein. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

Further, this (conveyance or lease, as applicable) is made and accepted subject to the development rules, regulations and ordinances of the City of Wharton applicable to properties in the City's extraterritorial jurisdiction as described in the Development Agreement. Acceptance of this conveyance or lease, as applicable, shall evidence consent and agreement to such developmental standards, rules and regulations which may be relied upon by the City as a beneficiary of your consent and agreement."

9.2 Full Compliance with City Standards.

- (a) When not in conflict with the terms and conditions of this Agreement, including the Development Standards, the development of the Property shall be subject to all applicable City Code, including but not limited to the City's subdivision regulations and engineering design standards in effect on the Effective Date. Developer shall be subject to those fees and charges due and payable to the City in connection with the development and construction of the Property, including but not limited to platting request fees, building permit fees, inspection fees, Impact Fees, and water and sewer tap fees, as detailed in this Agreement and in effect on the Effective Date.
- (b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings, improvements, and facilities of any kind whatsoever on and within the Property, shall comply with the SAP, General Plan, Development Standards and applicable City Code. The City acknowledges and agrees that the General Plan may be revised and refined by Developer as Developer continues its investigation of and planning for the Property, provided that in no case shall the General Plan be revised or refined to contradict any of the requirements of this Agreement. When not in conflict with the General Plan and the Development Standards, all buildings, improvements, and facilities constructed on and within the Property shall comply with the City Regulations, and applications for building permits and construction plans shall be submitted to the City for review and approval prior to the commencement of construction of such structures and at the time required by the City Regulations. The City, or its authorized designated representative, shall be solely responsible for issuing building permits and certificates of occupancy for all structures.
- 9.3 <u>Master Planned Community</u>. Developer may develop the subdivision within the Property in phases, the subdivision must be developed as a master planned community consisting primarily of residential development. The land uses within the Property shall be typical of a residential development with single-family, commercial, and designated open space. Developer represents and warrants and covenants to the City that the Property will be developed with the following features and provisions:
- (a) Developer shall provide entry monumentation with community signage and landscaping off of FM 1299;
- (b) Landscaping, park & recreation facilities, detention ponds, pedestrian trails, entry features, shall be owned and maintained by HOA;

- (c) Community park, playground, and usable open spaces, which shall be owned and maintained by HOA;
- (d) Sidewalks and/or walking trails shall be adjacent to certain streets, detention ponds, and other common usable common open spaces as per the Developer's sidewalk plan, attached hereto.
- (e) HOA will be responsible for the utility bill related to street lighting within the subdivision.
- (f) <u>Utilities</u>. Interior utilities, including electric, phone, and cable, will be underground; provided, however, certain major transmission and perimeter electric, perimeter phone, and perimeter cable utilities may be overhead. The Developer shall be responsible for coordination and installation of electric distribution, phone and telecommunication services per the design prepared by the respective utility providers.
- enforce deed restrictions and architectural guidelines for home construction and manage all common spaces, streetscape, screening walls, aesthetic elements of detention ponds, and, if and to the extent not maintained by the City, community trails and recreation/park areas, subject to City Attorney review for form. The Developer shall cause the HOA deed restrictions to contain a provision that, if the City does not operate and maintain any of the common-area spaces/open areas, such as detention ponds, tree trimming in common spaces or over roadways, the HOA shall maintain such areas, and, if the HOA fails to operate and maintain such areas, the City has the option, but not the obligation, to assume the maintenance, and, should the City assume the maintenance, the City will have the right to impose and collect a fee on the HOA, or upon each lot, to recover the City's costs.
- (h) <u>Screening Wall.</u> To the extent lots are adjacent to FM1299, a screening wall of at least six feet in height will be erected along FM 1299 comprised of one or more of the following: decorative masonry materials that shall include traditional or faux brick, brick columns with an enhanced wood fence in between the columns, Fencecrete (or comparable precast concrete product), decorative stone (real or faux), decorative metals, trees and irrigated landscaping. High visibility open areas along collector streets and other open space shall also include landscaping, trees, and other streetscape elements. Earthen detention ponds, to the extent practical, shall be designed with a maximum slope of 3:1 to create usable open space or as wet ponds. The foregoing maximum slope ratio shall not apply to concrete detention ponds.
- (i) <u>Real Estate Products</u>. The Developer may develop multiple single-family residential products, provided all lots shall conform with the minimum lot size requirements in Paragraph 6.4.
- (j) <u>Single-Family Residential Access Points</u>. Developer agrees to provide a boulevard entrance at FM 1299.

- (k) <u>Major Thoroughfare</u>: The City and Developer agree that no Major Thoroughfares exist or are planned through the Property.
- (l) <u>Proposed Collector</u>. The City and Developer agree that no proposed collectors exist or are planned through the Property.
- (m) <u>Traffic Impact Study.</u> Developer acknowledges that the Project upon its completion may result in additional traffic volume. Developer agrees to abide by TXDOT policy for obtaining a Traffic Impact Study and provide for appropriate modifications, if any, as determined by TXDOT in association with a driveway permit to connect to SH 60. The City agrees to waive any Traffic Impact Study requirements or improvements relating to connection to Fm 1299.
- (n) <u>Wharton Independent School District</u>. Developer agrees to meet with Wharton ISD regarding the Project to obtain their feedback on possible school facility improvement that may be needed to accommodate the anticipated increase in school enrollment arising from the Project.
- (o) <u>Setbacks.</u> The applicable lot size, set back and coverage requirements applicable to development of the Property are set forth in the Section 6 herein.
 - (p) <u>Signage</u>. Developer shall comply with City Code signage regulations.
- (q) <u>Streets</u>. All streets shall be concrete paving with curb and gutter. Local streets shall have a minimum width of 28' measured from back of curb to back of curb.
- General Plan in Exhibit C is the preliminary plan for the development of the Property. The Parties acknowledge and agree that the General Plan will be revised and refined by the Developer as the Developer continues its investigation and planning for the Property and prepares a feasible and detailed plan for development of the Property. In no case shall the General Plan be revised or refined, without adhering to the subdivision platting requirements of the City Code. No revision or refinement to the General Plan shall limit or otherwise affect any right or obligation of either the Developer or the City pursuant to this Agreement until such revision or refinement is approved by the City and Developer.
 - (s) <u>Phasing.</u> The Parties acknowledge and agree that the Property will be developed in phases. If deemed necessary, Developer may submit a replat for all or any portions of the Property. Any replat shall generally conform to the General Plan and be subject to City approval in accordance with the City Regulations.
- 9.4 <u>Conflicts</u>. In the event of any direct conflict between this Agreement and any City Regulations or other ordinance, rule, regulation, standard, policy, order, guideline, or other Cityadopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control.

9.5 <u>Vested Rights</u>. Developer has the vested authority to develop the Property in accordance with this Agreement and the applicable and existing City Regulations as of the Effective Date. Developer shall be deemed vested from the Effective Date throughout the term of this Agreement for the City Regulations. This Agreement shall constitute the first application in a series of applications and as a "permit" for purposes of vesting as contemplated in Chapter 245 of the Texas Local Government Code solely with respect to the terms of this Agreement. To the extent any of the City Regulations are in conflict with any current or future City codes, ordinances or requirements, the existing and applicable City Regulations shall prevail.

SECTION 10 OBLIGATIONS; EVENTS OF DEFAULT; REMEDIES

- 10.1 <u>Obligations of the Developer</u>. Notwithstanding any other provisions herein, a Developer's rights and obligations hereunder shall apply only to that portion of the Property it owns or is developing and to the portion of the Authorized Improvements benefitting such portion of the Property. Any breach by a Developer shall grant to the City (and any non-breaching Developer) remedies only against the breaching Developer and the City's remedies shall only apply to the breaching Developer and all of the Property it is developing.
- 10.2 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform, the nature of which is reasonably detailed, has been given in writing; however, that Party shall be given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but, unless otherwise stated in this Agreement or agreed to in writing by the Parties, in no event more than thirty (30) days after written notice of the alleged failure has been received). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party in receipt of the notice begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.
- 10.3 <u>Remedies</u>. If a Party is in default, any non-defaulting Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity against such breaching Party (but not any other Party), including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

SECTION 11 ASSIGNMENT; ENCUMBRANCE

11.1 <u>Assignment.</u> This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned, without the prior written consent of the City, to (a) any person or entity that is or will become an owner of any portion of the Property (an "Owner"); (b) any affiliate or related entity of a Developer; or (c) any lienholder on the Property. Any receivables due under this Agreement or any reimbursement agreement may be assigned by

a Developer without the consent of, but upon written notice to, the City pursuant to Section 11.5 of this Agreement. An assignee shall be considered an Owner for the purposes of this Agreement. Each assignment shall be in writing executed by the Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by a Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment, unless the City approves the release in writing. Notice to the City of any assignment by a Developer shall conform to Section 11.5, below.

- Encumbrance by Developers and Assignees. A Developer and its assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement (a) for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City, (b) to any Owner, (c) any affiliate or related entity to a Developer or (d) to any other person or entity with the City Council's prior written consent. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.
- 11.3 <u>Assignees as Parties</u>. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 11.5 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End Buyer, any person or entity, upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property, shall be deemed to be a "Developer" and have all of the obligations of a Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.
- 11.4 <u>Third-Party Beneficiaries</u>. Subject to Section 11.1 of this Agreement, this Agreement inures only to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

- 11.5 <u>Notice of Assignment</u>. Subject to Section 11.1 of this Agreement, the following requirements shall apply in the event that a Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:
- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed;
- (c) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
 - (d) the notice must be signed by a duly authorized person representing the Developer.

SECTION 12 RECORDATION AND ESTOPPEL CERTIFICATES

- 12.1 <u>Binding Obligations</u>. After the Property is acquired by the Developer, this Agreement, including all amendments and assignments, or a Memorandum of Agreement signed by both parties, shall be recorded in the Official Public Records of Wharton County, Texas within sixty (60) days of the Effective Date at Developer's expense. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.
- 12.2 <u>Estoppel Certificates</u>. From time to time upon written request of a Developer or any future owner, and upon payment to the City of a \$100.00 fee, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate in a form to be determined solely by the City identifying any obligations of an owner under this Agreement that is in default.

SECTION 13 PROVISION OF PUBLUC INFRASTRUCTURE

Agreement, Developer shall provide all public infrastructure as specified in this Agreement, including streets, utilities, drainage, and all other required improvements, at no cost to the City except as provided herein, and in accordance with the City Regulations and the Development Standards, and as approved by the City's engineer or his or her agent. The Developer shall cause the installation of all public infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. The Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by the City Regulations. The City's engineer or his or her agent must approve such plans before a

final plat may be considered for approval. Construction of any portion of the public infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and the City has issued a written notice to proceed, which notice to proceed shall not be unreasonably withheld or delayed. No certificate of occupancy shall be issued until construction of all public infrastructure shown thereon shall have been constructed, and thereafter inspected, approved, and accepted by the City.

Maintenance Bond. Developer or Developer's contractor must execute a maintenance bond meeting the requirements of the City's Subdivision Regulations that guarantees payment of the costs of any repairs which may become necessary to any part of the construction work performed in connection with the public infrastructure, arising from defective workmanship or materials used therein, for a full period of one (1) year from the date of final acceptance of such public infrastructure constructed under such contract. The Maintenance Bond, which may be the bond furnished by the contractor under the contract between developer and contractor, will be in place until the date of final completion and acceptance by the City of the public infrastructure from and after the date of construction approval by the City Engineer until the final approval and acceptance by the City Engineer and the City. This provision will apply to each construction contract for any part of the public infrastructure.

13.3 Inspections, Acceptance of Public Infrastructure; Developer's Remedy.

- (a) <u>Inspections. Generally</u>. The City shall have the right to inspect, at any time, the construction of all public infrastructure necessary to support the proposed Development, including water, sanitary sewer, drainage, streets, electrical, streetlights, and signs.
- (b) <u>City Approval</u>. The City's inspections and related approvals shall not release Developer from its responsibility to adequately construct, or ensure the adequate construction of, the Authorized Improvements and public infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.
- (c) <u>Dedication and City Ownership of the Public Infrastructure</u>. From and after the City's inspection and acceptance of the public infrastructure and any other dedications required under this Agreement, such public infrastructure, improvements, and dedications shall be owned, operated and maintained by the City, at its sole cost.
- (d) Approval of Plats/Plans. Approval by the City, the City's Engineer, or other City employee or representative of any plans, designs, or specifications submitted by a Developer to the City pursuant to this Agreement, including the Development Standards, or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer or its engineers, employees, officers, and/or agents for the adequacy, accuracy, and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineers, or any engineer's officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed.

- 13.4 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the public infrastructure is under construction (and until the public infrastructure has been fully and finally completed and accepted by the City): (a) workers compensation insurance, if applicable, in the amount required by law; and (b) commercial general liability insurance, including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than One Million Dollars (\$1,000,000.00). Such insurance shall also cover any and all claims that might arise out of the public infrastructure construction contracts, whether by the Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier that is rated "A-1" or better by AM. Best's Key Rating Guide and is licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of public infrastructure construction contracts, the Developer shall promptly provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal, or modification of the policy, the City shall receive written notice of such cancellation, non-renewal, or modification.
- 13.5 Indemnification and Hold Harmless. DEVELOPER (INCLUDING ANY SUCCESSOR OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY) AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE CITY REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE CITY.
- obtain all third-party right(s)-of-way, consents, or easements, if any, required for the public infrastructure. If, however, the Developer is unable to obtain such third-party right(s)-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain same, the City may at its option, take all reasonable steps necessary and within its lawful authority to secure same through the use of the City's power of eminent domain. Should the City engage in eminent domain proceedings, the Developer shall be responsible for funding and paying all reasonable and necessary legal proceeding/litigation costs, attorney's fees, and related expenses, and appraiser, consultant, and expert witness fees, and related expenses (collectively, "Eminent Domain Fees"), paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by Assessments; however, it is expressly acknowledged and agreed to by the Parties that the City shall not pay any amount of money that makes up or constitutes the Eminent Domain Fees or that is related to the acquisition of property for the development of the Property by means

of eminent domain proceedings or litigation. Nothing in this subsection is intended to constitute a

delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain and whether to engage in same.

13.7 <u>Construction of Model Homes/Show Homes</u>. Notwithstanding that the public infrastructure has not been accepted by the City for maintenance, the City shall issue residential building permits for up to five (5) model/show homes in a phase of the development prior to completion of the applicable public infrastructure.

SECTION 14 ADDITIONAL PROVISIONS

- 14.1 <u>Term.</u> The term of this Agreement shall be for a period until all obligations by the Parties have been fully performed. Notwithstanding the preceding, in the event Developer does not purchase the Property by December 31, 2022, this Agreement shall terminate, be void ab initio, and none of the Parties shall have any further rights or obligations hereunder.
- (a) Notwithstanding any provision of this Agreement, City may terminate the Agreement if, thirty (30) days after written notice, (i) Developer fails to submit a timely petition for voluntary annexation as stipulated in Section 9, or (ii) Developer files for bankruptcy.
- 14.2 <u>Recitals</u>. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.
- 14.3 <u>Notices</u>. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Wharton, Texas Attn: Joseph R. Pace, City Manager
	, Texas
With a copy to:	Attn:
To Developer:	Wharton 55, LLC Attn: Brian Jarrard

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5005 Riverway, Suite 210 Houston, Texas 77056 brian@jarrdev.com

With a copy to: John G. Cannon

Coats Rose, P.C.

9 Greenway Plaza, Suite 1000

Houston, Texas 77046 jcannon@coatsrose.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

- 14.4 <u>Interpretation</u>. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.
- 14.5 <u>Time</u>. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.
- 14.6 <u>Authority and Enforceability</u>. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
- 14.7 <u>Severability</u>. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
- 14.8 <u>Applicable Law; Venue.</u> This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Wharton County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Wharton County State District Court.

- 14.9 <u>Non-Waiver</u>. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 14.10 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 14.11 <u>Exhibits</u>. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes-and-Bounds Description of the Property
Exhibit B	Authorized Improvements and Estimated Costs
Exhibit C	General Plan
Exhibit D	Design Guidelines and Variances
Exhibit E	Home Buyer Disclosure Program
Exhibit F	Landowner Agreement (including attached Exhibits I, II, and III)
Exhibit G	Certification for Payment Form

- 14.12 <u>Force Majeure</u>. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within thirty (30) days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.
- 14.13 <u>Complete Agreement</u>. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.
- 14.14 <u>Consideration</u>. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- 14.15 <u>Anti-Boycott Verifications</u>. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with,

terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

- 14.16 Iran, Sudan and Foreign Terrorist Organizations. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following of such officer's internet website: pages https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,.texas.gov/purchasing/docs/iranhttps://comptroller.texas.gov/purchasing/docs/fto-list.pdf. list.pdf, The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.
- 14.17 <u>Fossil Fuels Boycott Verification</u>. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.
- 14.18 Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.
- 14.19 <u>Annexation Disclosure</u>. Developer expressly acknowledges that Developer is not required to enter into this Agreement and that annexation proceedings are subject to Developer's consent, as owner of the Property, his consensual annexation is authorized and governed by Subchapter C-3 of Chapter 43 of the Texas Local Government Code. Under Subchaper C-3, the City must conduct one (1) public hearing, provide notice of this public hearing between ten (10) and twenty (20) days prior to the hearing, and negotiate a service plan with Owner. The annexation

ordinance may be adopted at the conclusion of the public hearing. In accordance with Section 212.172(i) of the Texas Local Government Code, immunity from suit for the purpose of adjudicating a claim for breach of this Agreement is waived. The Parties acknowledge that this section complies with Section 212.172(b-1) of the Texas Local Government Code.

[SIGNATURE PAGES FOLLOW, AND THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF WHARTON, TEXAS By:_____ Name: Title: Mayor Date: ATTEST: By:_____ Name: _____ Title: City Secretary APPROVED AS TO FORM Name: STATE OF TEXAS COUNTY OF _____ Ş This instrument was acknowledged before me on the ____ day of _______, 2022 by ______, the Mayor of the City of Wharton, Texas, on behalf of said City. (SEAL)

Notary Public, State of Texas

4874-4871-2484.v2

WHARTON 55, LLC a Texas limited liability company

		By: Name: Its:
		Date:
STATE OF TEXAS	§ §	
COUNTY OF	§ §	
		fore me on the day of, 2022 by, of Wharton 55, LLC, a Texas limited liability
company, on behalf of such c	ompany.	, or whaton 33, 220, a read named natine,
SEAL)		
		Notary Public, State of Texas

Exhibit A

The Metes and Bounds Description of the Property

Exhibit B

Authorized Improvements and Estimated Costs

Exhibit C General Plan

Exhibit D Design Guidelines and Variances

Exhibit E Home Buyer Disclosure Program

The Administrator (as defined in the Service and Assessment Plan) for the Wharton Public Improvement District No. ___ (the "PID") shall facilitate notice to prospective homebuyers in accordance the following notices. The Administrator shall monitor the enforcement of the following minimum requirements:

- 1. Record notice of the PID in the appropriate land records for the Property.
- 2. Require builders to include notice of the PID in an addendum to the contract on brightly colored paper.
- 3. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
- 4. Prepare and provide to builders an overview of the PID for those builders to include in each sales packet.
- 5. Notify builders who estimate monthly ownership costs of the requirement that they must include special taxes in estimated property taxes.
- 6. Notify settlement companies through the builders that they are required to include special taxes on HUD I forms and include in total estimated taxes for the purpose of setting up tax escrows.
- 7. Include notice of the PID in the homeowner association documents inconspicuous bold font.
- 8. The City will include announcements of the PID on the City's web site.
- 9. The disclosure program shall be monitored by the Developer and the Administrator.

Exhibit F Landowner Agreement (including attached Exhibits I, II, and III)

LANDOWNER AGREEMENT

This LANDOWNER AGREEMENT	(the "Agreement") is entered into by the City of
Wharton (the "City"), a Type-A general law	municipality of the State of Texas (the "State"), and
, a Texas	(the "Landowner").

RECITALS:

WHEREAS, Landowner owns the Assessed Parcels described by a metes-and-bounds description attached as Exhibit I to this Agreement, which is incorporated herein for all purposes, and which Assessed Parcels comprise all of the non-exempt, privately-owned land described in Exhibit I (the "Landowner Parcel"), which is within the Wharton Public Improvement District No. ___ (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance for the Authorized Improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan, which is included as Exhibit A to the Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and, further, the City Council has levied an assessment on each Assessed Parcel in the District (as identified in the Service and Assessment Plan) that will be pledged to pay for certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as Exhibit II, which is incorporated herein for all purposes, include the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided to the purchaser by the seller of residential property located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and Landowner hereby contract, covenant, and agree as follows:

DEFINITIONS; AFFIRMATION OF RECITALS

<u>Definitions</u>. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

<u>Affirmation of Recitals</u>. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I. AGREEMENTS OF LANDOWNER

- A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:
 - (i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are located within the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;
 - (ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and
 - (iii) the Assessment Ordinance and the Service and Assessment Plan.
- B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges, and accepts the following:
 - (i) each Assessment levied by the PID on the Landowner's Parcel within the District, as shown on the assessment roll attached as Appendix _ to the Service and Assessment Plan (the "Assessment Roll");
 - (ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount in excess of the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;
 - (iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner's Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;
 - (iv) the obligation to pay the Assessment levied on the Landowner's Parcel owned by a landowner when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;
 - (v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner's Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Landowner's Parcel regardless of whether such owner is named;
 - (vi) the Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues

until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

- (vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;
- (viii) the owner of a Landowner's Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner's Parcel;
- (ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and
- (x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).
- C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

- (i) the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City) in the records of the County Clerk of Wharton County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;
- (ii) reference to the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Wharton County, Texas;
- (iii) in the event of any subdivision, sale, transfer or other conveyance by Landowner of the right, title or interest of Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases any Landowner's Parcel owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit III to this Agreement. Such compliance obligation shall terminate as to each Lot (as defined in the Service and Assessment Plan) if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon Landowner's request and the City's consent, in the City's sole and absolute discretion, the Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit II

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

- A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that all of the Authorized Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.
 - B. Grant of Easement and License, Construction of Authorized Improvements.
 - (i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Developer, grant and convey to the City or Developer and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the property within the District, to stage on the property within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements, and to provide for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement

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shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Wharton County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Improvement Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan, and/or the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

- (i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.
- (ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.
- (iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or the Landowner's Parcel is otherwise bound.
- (iv) Landowner is, subject to all matters of record in the Wharton County, Texas Real Property Records, the sole owner of the Landowner's Parcel.
- (v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within

the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

- (vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.
- B. Waiver of Claims Concerning Authorized Improvements. Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	City of Wharton Attn:			
To the Developer:				
With a copy to:				

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged or otherwise validly confirmed, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the Parties expressly agree and acknowledge that the City, Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by PIO Assessment revenues of the City or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties hereto. This Agreement shall be recorded in the real property records of Wharton County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Wharton County, Texas.

F. Effective Date.

This Agreement shall become and be effective upon the date of final execution by the latter of the City and Landowner (the "Effective Date") and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a Party, the other Party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date:	CITY OF WHARTON, TEXAS			
	By: Mayor			
STATE OF TEXAS COUNTY OF				
This instrument was	as acknowledged before me on the day of, 20, Mayor of the City of Wharton, Texas on behalf of said City.			
(SEAL)	Notary Public, State of Texas			
	Name printed or typed:			
	Commission Expires:			

[Signature Page Landowner Agreement]

LANDOWNER		Date:	
		DEVELOPER:	
		By: Name: Its: Date:	
STATE OF TEXAS COUNTY OF	\$ \$ \$		
This instrument was a by,behalf of such		fore me on the day of	, 2022 , on
(SEAL)			
		Notary Public, State of Texas	

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PROPERTY

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF COVEN	IANTS, CONDITIONS AND RESTRICTIONS	S (as it
may be amended from time to time, this "	Declaration") is made as of	by
, a Texas	(the "Landowner").	

RECITALS:

- A. Landowner holds record title to that portion of the real property located in Wharton County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").
- B. The City Council of the City of Wharton, Texas (the "City Council"), upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Wharton Public Improvement District No. ____ (the "District"), submitted by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided to the purchaser by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

NOW, THEREFORE, Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

(a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.

(b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically bind Landowner, and its successors and assigns.

In the event of delinquency in the payment of any annual installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PIO Act and the Service and Assessment Plan, and the levy of the Assessments; and

- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.
- **3. Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Wharton County, Texas.
- **4. Third Party Beneficiary**: The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
- **5. Notice to Subsequent Purchasers**: Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TE	XAS PROPERTY CODE SECTION 5	5.014	
NO	TICE OF OBLIGATION TO PAY	Y PUBLIC IMPROVEMENT DIS	STRICT
AS	SESSMENT TO THE CITY OF	, WHARTON COUNTY,	TEXAS
CO	NCERNING THE PROPERTY AT [S	Street Address].	
As	the purchaser of this parcel of real prope	erty, you are obligated to pay an asses	sment to
the	City of, Texas, for imp	provement projects undertaken by	a public
imp	provement district under Chapter 372	of the Texas Local Government (Code, as
ame	ended. The assessment may be due in per	riodic installments.	
The	e amount of the assessment against your pa	property may be paid in full at any time	together
	h interest to the date of payment. If you d	± •	
	l payable in annual installments (incl	•	*
	ormation concerning the amount of the as		
may	y be obtained from the City of		_, Texas
			1.
	ur failure to pay the assessment or the an	nnual installments could result in a lie	n and in
the	foreclosure of your property.		
Signature o	of Purchaser(s)	Date:	
215		230.	

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

[Signature Page to Follow]

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

	LANDO	WNER	
	Name		
STATE OF TEXAS	§		
STATE OF TEXAS COUNTY OF	§ §		
This instrument was	acknowledged before me	e on the day of	, 20,
be the person whose name is on behalf of	subscribed to the forego	oing instrument, and that	he executed the same
(SEAL)			

Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this Exhibit III, the recorded Notice of the Authorization and Establishment of the Wharton Public Improvement District No. ___ and the Declaration of Covenants, Conditions and Restrictions in Exhibit II of this Agreement are referred to as the "Recorded Notices."

- 1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.
- 2. Any Landowner who is a Builder shall provide evidence of compliance with No. ___ above, signed by such residential homebuyer, to the City.
- 3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
- 4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
- 5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Exhibit G Certification for Payment Form

The	undersigned	is an	agent	for				_, a	Texas
		(the "I	Develop	er"), and	d requests pay	yment fi	rom the		
of the Project	et Fund (as defin	ned in the	e Indent	ture) fron	n the City of _		, Texas	s (the "	'City"),
or Trustee (as defined in th	ne Indent	ture) in	the amo	unt of \$		for costs in	currec	d in the
establishme	nt, administrati	ion, and	operati	ion of th	ne Wharton F	Public Ir	nprovement	Distr	ict No.
(the "Di	strict") and for	labor, m	aterials	, fees, an	d/or other gei	neral cos	sts related to	the cr	reation,
acquisition,	or construction	n of cert	ain Au	thorized	Improvemen	ts relate	d to the Di	strict.	Unless
otherwise de	efined, any cap	italized t	terms u	sed herei	in shall have	the mean	nings ascrib	ed to t	hem in
the Indentur	e.								

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

- 1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this payment request form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
- 2. The payment requested for the below referenced Authorized Improvement(s) has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.
- 3. The amount listed for the Authorized Improvement(s) below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvement(s); and such costs: (i) are in compliance with the Bond Indenture; and (ii) are consistent with the Service and Assessment Plan.
- 4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
- 5. All conditions set forth in the Bond Indenture for the payment hereby requested have been satisfied.
- 6. The work with respect to the Authorized Improvement(s) referenced below (or their completed segment, section or portion thereof) has been completed and the City may begin inspection of the Authorized Improvement(s).
- 7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

As required by the Indenture, the Actual Costs for the Authorized Improvement(s) shall be paid as follows:

	Amount to be paid from the	Total Cost of Authorized
Authorized Improvement:	Project Fund	Improvement

Attached hereto, are receipts, purchase orders, Change Orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Development Agreement, after receiving this payment request, the City is authorized to inspect the Authorized Improvement (or completed, section or portion thereof segment) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans.

I hereby declare that the above representations and warranties are true and correct.

R _v .			
By: Name:			
Its: Date:			

APPROVAL OF REQUEST BY CITY

The undersigned is in receipt of the	e attached Certification for Payment. After
reviewing the Certification for Paymen	it, the Certification for Payment is approved in
the amount of \$, and the T	rustee is directed to disburse the requested
payment in said amount from the	Account of the Projected Fund, in
accordance with the Certification f	for Payment. The City's approval of the
undersigned from asserting claims und	ave the effect of estopping or preventing the der the Indenture, the Service and Assessment the parties or that there is a defect in the
	CITY OF WHARTON, TEXAS
	By:
	Name:
	Title:
	Date:

CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING DEVELOPMENT AGREEMENT WITH WHARTON 55, LLC., AND THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.

- **WHEREAS,** Wharton 55, LLC., and the City of Wharton wish to enter into a Development Agreement; and,
- **WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the city of Wharton to execute the agreement; and,
- **WHEREAS,** The Wharton City Council wishes this resolution to become effective immediately upon its passage.

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 the Development Agreement with Wharton 55, LLC., and the City of Wharton.
- **Section II.** The Mayor of the City of Wharton is hereby authorized to execute the agreement.

CITY OF WHARTON, TEXAS

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

PASSED, APPROVED, and ADOPTED this 24th day of October 2022.

ATTEST:	By: TIM BARKER Mayor	
PAULA FAVORS City Secretary		

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving an agreement between the City of Wharton and BBG Consultants for plan review and inspection services and authorizing the Mayor of the City of Wharton to execute the agreement.
expired. Th 2022, with a	e Code Enforcement Depa	irtment has re	ew, and inspection services with BBG Consulting has eceived a new agreement to be effective October 1, day termination notice by the City if necessary. The
Building Off	icial, Ronnie Bollom, will b	e present to	answer any questions.
City Manage	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. Face		Date: 11101300y, October 20, 2022
Mayor: Tim	Barker		



City of Wharton

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

MEMORANDUM

DATE: October 18, 2022

FROM: Ronnie Bollom, Building Official

TO: Joseph Pace, City Manager

SUBJECT: BBG Consulting Contract Extension

The contract for building plan review, fire plan review, and inspection services with BBG Consulting has expired. The Code Enforcement Department has received a new agreement to be effective October 1, 2022 with an automatic renewal annually with a 45-day termination notice by the City if necessary. The current rate will remain in effect.

I would like this to be placed in the City Council agenda for October 24, 2022 for consideration.

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

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS

WHARTON COUNTY

THIS AGREEMENT, entered into and executed by and between the **City of Wharton,** a body corporate and politic under the laws of the State of Texas, hereinafter called "**City**", and

TX BBG Consulting, Inc..

Kevin Taylor, President 201 Westheimer Rd Unit G Houston, TX 77006 P: 972-746-6671 ktaylor@BBGcode.com Hereinafter called "Consultant".

WHEREAS, the **City** desires to contract with the **Consultant** for professional Inspection and services as discussed below;

WHEREAS, the **Consultant** represents that it is fully capable of making and qualified to provide assistance to the **City** and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follow:

SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain inspection services as defined in "Exhibit A" attached hereto and made a part hereof, hereinafter sometimes called "Scope of Work", and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. "Exhibit "B" describing pricing is also included and sets forth the specific fees applicable to the scope of work.

SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional services as defined in "Exhibit A" attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before **November 1, 2022** through **October 31, 2023** and may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

SECTION IV COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance. Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement, and Consultant shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury toproperty or third persons caused by the negligent act or omission of Consultant, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Contract.

SECTION V THE CONSULTANT'S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit B"; said amount being hereinafter called the "total basic fee". Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

SECTION VI TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within 30 days of the end of each calendar month during the performance of the individual assignments, **Consultant** shall submit to the **City**, an invoice in a form acceptable to the **City**. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The **City** shall review the same and approve it with such modifications, as it may deem appropriate. The **City** shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the **Consultant** to the **City**. The approval or payment of any such invoice shall be considered to be evidence of performance by the **Consultant** to the point indicated by such invoice or of the receipt of or acceptance by the **City** of the work covered by such invoice.

SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the Building Official, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

TX BBG Consulting, Inc...

ATTN: Kevin Taylor 201 Westheimer Rd Unit G Houston, TX 77006 ktaylor@BBGcode.com

SECTION VIII SUCCESSORS AND ASSIGNS

The **City** and the **Consultant** bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the **City** nor the **Consultant** shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

SECTION IX MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

SECTION X MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XI AUTHORITY OF BUILDING OFFICIAL

All work to be performed by the **Consultant** hereunder shall be performed to the satisfaction of the Building Official of the **City of Wharton**. The Building Official (or designated authority) shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the **Consultant** and the decisions of the Building Official in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the Building official to alter, vary or amend this Agreement.

SECTION XII MISCELLANEOUS

- 1. <u>No Waiver</u>. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
- 2. <u>Compliance</u>. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**.
- 3. <u>Governing Law.</u> This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.
- 4. <u>Headings.</u> Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
- 5. <u>Legal Construction</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
- 6. <u>Prior Agreements Superseded</u>. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
- 7. Attorney Fees and Costs. The prevailing party in any dispute or legal proceedings enforcing this Agreement shall be entitled to recover its attorney's fees, witness fees, litigation expenses and costs, as same are reasonable and necessary, to be paid by the non-prevailing party.
- 8. <u>Venue.</u> All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Wharton County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Wharton County, Texas.
- 9. <u>Insurance.</u> Consultant agrees to name the **City of Wharton** and its interests as an additional insured on consultant's insurance policy per attached document, and provide City with thirty (30) day prior notice of cancelation.
- 10. <u>No Joint Venture/Independent Contract:</u> The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the **City.**

- 11. Anti-Boycott Verification. As required by Chapter 2270, Texas Government Code, the **Consultant** hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 12. <u>Iran, Sudan and Foreign Terrorist Organizations</u>. Pursuant to Chapter 2252, Texas Government Code, the **Consultant** represents and certifies that, at the time of execution of this Agreement neither the **Consultant**, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

This document and included instrument is the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, said **City of Wharton** has lawfully caused these presents to be executed by the City Manager of said **City**, and the corporate seal of said Municipality to be hereunto affixed and this instrument to be attested by the City Secretary; and the said **Consultant**, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Exec	uted at City of Wharton, Texas on the	day of	, 2022.
By:			
	City Mayor		
	Date		
ATT	EST:		
By:	City Secretary		
	Date		
CON	SULTANT		
	President, TX BBG Consulting, Inc.	_	

Exhibit "A"

A. Scope of Services

Inspection and plan review of commercial and residential construction to verify compliance with the **City of Wharton** locally adopted codes and amendments and the: 2012 versions of the International Residential Code, International Building Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, 20015 International Energy Conservation Code and the 2017 Edition of the National Electrical Code (or later versions as adopted by the **City of Wharton**), as published by the National Fire Protection Association.

B. Consultant's Responsibilities

- 1. Inspectors performing under this Agreement will hold a "Combination Inspector" certification from the International Code Council.
- 2. Inspections and Plan Review written or transmitted to **Consultant** from **City** before 8:00 am will be performed the same business day. excluding holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving Day, Christmas Eve and Christmas Day in which case the inspection will be performed the next business day after the holiday.
- 3. **TX BBG** inspectors have the same jurisdiction and responsibilities, regarding a development project assigned to the **Consultant**, as if the inspector was employed by the City.
- 4. All inspectors performing under this Agreement will hold certifications as required by state law.

C. Inspections and Plan Review

The **City** shall provide **Consultant** with a list of Inspections and Plan Review required to be completed. **Consultant's** designated inspector shall make a diligent effort to complete every inspection assigned to him/her each day.

Re-Inspections and Plan Review – The procedures for requesting and performing them will be the same as regular Inspections and Plan Review.

Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**.

Exhibit "B" Fee Details

Plan Review and Inspections:

A. Project based fees.

a) Building review: includes fire/life safety, ADA, mechanical code, plumbing code, electrical code and building code. (This review will also include any locally adopted amendments to the above listed codes.) TX BBG consulting Inc. will perform plan review, inspections or both for a fee as detailed in the following tables.

Project Based				
Valuation of Project	Plan Review Fee			
Less than \$500,000.00	Base fee \$750.00 or as otherwise agreed upon			
eF00 000 00 e1 000 000 00	\$825.00 for the first \$500,000.00 plus \$.45 for each			
\$500,000.00 -\$1,000,000.00	additional \$1,000.00 or fraction thereof.			
e1 000 000 00 and un	\$1050.00 for the first \$1,000,000.00 plus \$.63 for			
\$1,000,000.00 and up	each additional \$1,000.00 or fraction thereof.			
Valuation of Project	Inspection Fee			
Less than \$500,000.00	Fee as agreed upon by both parties.			
eF00 000 00 e1 000 000 00	\$2,000.00 for the first \$1,000,000.00 plus \$1.02 for			
\$500,000.00 -\$1,000,000.00	each additional \$1,000.00 or fraction thereof.			
e1 000 000 00 and un	\$2510.00 for the first \$1,000,000.00 plus \$1.15 for			
\$1,000,000.00 and up	each additional \$1,000.00 or fraction thereof.			
Valuation of Project	Plan review & Inspection Fee			
Less than \$500,000.00	fee as agreed upon by both parties.			
e FOO OOO OO e 1 OOO OOO OO	\$2,750.00 for the first \$1,000,000.00 plus \$1.47 for			
\$500,000.00 -\$1,000,000.00	each additional \$1,000.00 or fraction thereof.			
e1 000 000 00 d	\$3500.00 for the first \$1,000,000.00 plus \$1.80 for			
\$1,000,000.00 and up	each additional \$1,000.00 or fraction thereof.			

Item-5.

Service Details

- **A. Inspections.** Inspections shall be performed within 24hrs of notification by The City. All reasonable effort shall be made by TX TX BBG to perform inspections when, at the request of The City, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to The City. TX BBG will provide next day inspection services for all inspection request received before 6 pm. TX BBG will provide inspection services for all projects on a stop basis (multiple inspections performed at one stop).
- **B. Plan Review.** Plans that are not submitted electronically shall be picked up by TX BBG 48 hours from the time of notification from The City, TX BBG shall return the plans to The City with typed comments within seven business from the original date of notification.
- **C. Jobsite Maintenance.** When requested by the city, TX BBG will perform weekly jobsite maintenance inspections and issue notices to contractors for cleanliness, tree protection, SWPP and sanitation requirements as detailed in the City of Wharton Code of ordinances. Notices will be posted by TX BBG on site for the contractors and pictures and detailed comments will be sent to the Building Official.

Sincerely,

Kevin Taylor CBO, MCP President TX BBG Consulting, Inc. ktaylor@bbgcode.com 972-746-6671

CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF WHARTON AND BBG CONSULTANTS FOR PLAN REVIEW AND INSPECTION SERVICES AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE THE AGREEMENT.

- **WHEREAS,** The Wharton City Council wishes to engage the services of BBG Consultants to provide plan review and inspection services for the City of Wharton; and,
- WHEREAS, BBG Consultants wishes to provide said services for the City of Wharton; and,
- **WHEREAS,** The City of Wharton and BBG Consultants wishes to be bound by the conditions of said agreement; and,
- **WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute the agreement.

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

- **Section I**. The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute an agreement with BBG Consultants for plan review and inspection services for the City of Wharton.
- **Section II.** The City of Wharton and of BBG Consultants are hereby bound by the conditions as set forth in the agreement.
- **Section III.** That this resolution shall become effective immediately upon its passage.

Passed, Approved, and Adopted this 24th day of October 2022.

(CITY	OF	WH	ARTON.	TEXA	2.

ATTEST:	By: TIM BARKER Mayor
PAULA FAVORS City Secretary	_

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

CITY COUNCIL COMMUNICATION

Meeting	10/24/2022	Agenda	Resolution: A resolution of the Wharton City
Date:		Item:	Council authorizing the purchase of a drone for
			the Wharton Police Department through the Lone
			Star Grant and authorizing the City Manager of the
			City of Wharton to execute all documents related
			to said purchase.
Program wi vehicle cras Departmen The purchas	II be utilized in the invest shes, along with an infinit t currently has two FAA Pa	igation of hule number of little 107 license rough the Lon	ing a Drone Program for the Department. The Drone man smuggling, missing persons, crime scenes and other law enforcement uses. The Wharton Police ed unmanned aircraft pilots. e Star Grant in the amount of \$7,737.00 any questions.
City Manag	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	15/5/		.,, , .
11. 2.2	psoph K. face		
Mayor: Tim	Barker		



From the desk of: Terry David Lynch Chief of Police Wharton Police Department

MEMORANDUM

To:

Joseph Pace

Date:

10/18/2022

Ref:

Purchase of an Unmanned Aircraft (Drone)

The Wharton Police Department is currently building a drone program for the department. This drone will be utilized in the investigation of human smuggling, missing persons, crime scenes and vehicle crash investigations, along with an infinite number of other law enforcement uses. We will not be utilizing the drone as a Use of Force option.

The drone, a DJI Mavic 3T, will be equipped with a thermal camera, a second 56x 4K camera with zoom capabilities, along with a loud speaker. We believe that officer safety will be greatly enhanced with the use of a drone.

Wharton Police Department currently has two FAA Part 107 licensed unmanned aircraft pilots. We are planning to increase the number of licensed pilots.

The purchase of the drone is funded through the Lone Star Grant. The total cost of a single drone and accessories is \$7,737.00.

Please consider placing this item on the next available City Council meeting.





Unmanned Vehicle Technologies Tel: +1 844-595-8010 hello@uvt.us https://www.uvt.us

Wharton Police Department 1407 North Richmond Road Wharton TX 77488 United States

Quotation # SO206831

Quotation Date:

Expiration:

Salesperson:

09/30/2022

12/28/2022

Luke Poore

QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT				
1.000 Units	5,498.00	0.00		\$ 5,498.00				
4.000 Units	209.00	0.00		\$ 836.00				
1.000 Units	795.00	0.00		\$ 795.00				
	1.000 Units 4.000 Units	1.000 Units 5,498.00 4.000 Units 209.00	1.000 Units 5,498.00 0.00 4.000 Units 209.00 0.00	1.000 Units 5,498.00 0.00 4.000 Units 209.00 0.00				

Subtotal \$ 7,129.00

UVT ProLine Services

1722 N College Avenue Suite D Fayetteville AR 72703 United States THANK YOU FOR CHOOSING UVT!







Unmanned Vehicle Technologies Tel: +1 844-595-8010 hello@uvt.us https://www.uvt.us

[SRV-PL-101] UVT ProLine Pre-Flight Service Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Care Enterprise) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.	1.000 Units	499.00	100.00	\$ 0.00 ·
[SRV-PLS-103] UVT ProLine Support Premium UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000 Units	1,999.00	100.00	\$ 0.00
DJI ENTERPRISE CARE RENEW (M3T)	1.000 Units	449.00	0.00	\$ 449.00
[101-144-1202] DJI Mavic 3 Enterprise Series Speaker The DJI Mavic 3 Enterprise Speaker transmits sound over long distances to make rescue and other emergency missions more efficient. The DJI M3E Speaker can save several audio recordings and supports auto loop playback.	1.000 Units	159.00	0.00	\$ 159.00

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions available online at www.uvt.us/terms. Thank you for choosing UVT!

Payment terms: Net 30

1722 N College Avenue Suite D Fayetteville AR 72703 United States THANK YOU FOR CHOOSING UVT!

Subtotal

Total

Subtotal \$ 608.00

\$ 7,737.00

\$ 7,737.00

CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A DRONE FOR THE WHARTON POLICE DEPARTMENT THROUGH THE LONE STAR GRANT AND AUTHORIZING THE CITY MANAGER OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

- **WHEREAS,** The Wharton City Council authorizes the purchase of a drone for the Wharton Police Department through the Lone Star Grant in the amount of \$7,737.00; and,
- **WHEREAS,** The Wharton City Council wishes to authorize the City Manager to purchase said drone; and,
- **WHEREAS,** The Wharton City Council wishes to authorize the City Manager to execute the agreement related to the purchase of the drone.

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

- **SECTION I.** The Wharton City Council hereby authorizes the City Manager to purchase a drone for the Wharton Police Department through the Lone Star Grant in the amount of \$7,737.00.
- **SECTION II.** The Wharton City Council hereby authorizes the City Manager to execute the agreement related to the purchase of the drone.

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

PASSED AND APPROVED this 24th day of October 2022.

CITY OF WHARTON

	TIM BARKER	
	Mayor	
A TEMPORATE		
ATTEST:		
PAULA FAVORS		

City Secretary

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2017-16 and approving new rates for
			Emergency Medical Services.
Attached yo	ou will find a memorandum	to me from E	MS Director, Christy Gonzales, regarding EMS rates.
-	IS Staff, met and reviewed raft resolution with the ne		EMS rates being charged for services. Attached you rates in Exhibit A.
EMS Directo	or, Christy Gonzales, will be	e present to a	inswer any questions.
City Manage	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. face		
Mayor: Tim	Barker		

Item-7.

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

INTERDEPARTMENTAL MEMO

DATE: OCTOBER 17, 2022

TO: JOSEPH PACE

FROM: CHRISTY GONZALES

RE: CITY OF WHARTON EMS RATES

Mr. Pace,

Attached is our current and recommended City of Wharton Ambulance Fee Schedule. I would like to ask the city to consider a revision of the Emergency Medical Service rates.

I ask if we can place this on the Finance Committee's next agenda for their review. Should you have any questions please feel free to call.

Thank you,

Christy Gonzales

Christy Gonzales, Director WEMS

CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING THE CITY OF WHARTON RESOLUTION NO. 2017-16 AND APPROVING NEW RATES FOR EMERGENCY MEDICAL SERVICES.

SERVICES.			
WHEREAS,	The City Council of the City of Wharton established rates in accordance with Resolution No 2017-16; and,		
WHEREAS,	The City wishes to establish new charges and rates for emergency medical services; and,		
WHEREAS,	The City Council of the City of Wharton wishes to authorize the Emergency Medical Service Director to enforce said charges and the applicable fees.		
NOW, THERI TEXAS as foll	EFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, ows:		
Section I.	The City Council of the City of Wharton hereby adopts the charges and fees for emergency medical services as described in Exhibit A.		
Section II.	The City Council of the City of Wharton hereby authorizes the Emergency Medical Services Director and his duly authorized representative to enforce charges and the applicable fees.		
Section III.	That Resolution No. 2017-16 shall become null and void on October 24, 2022.		
Section IV.	That this resolution shall become effective on October 25, 2022.		
	Passed, Approved, and Adopted this 24th day of October 2022.		
	CITY OF WHARTON, TEXAS		
	By:		
	TIM BARKER		
ATTEST:	Mayor		
PAULA FAVO	ORS		

City Secretary

EXHIBIT A

City of Wharton Ambulance Fee Schedule

Service	Common Procedural	Fee	MCR Allowed	Formatted Table
	Terminology (CPT)			
			,	
Venipuncture – blood draw	36415	\$50.00	n/a	
Treatment only – No Transport	A0998	\$100.00	n/a	
Treatment only – No Transport Level II	A0998	\$225.00	n/a	
Mileage 1-17	A0425	\$ <u>15.00</u> 13.50	\$12.15	
Mileage beyond 17 miles	A0425	\$ 13.50 <u>15.00</u>	\$8.10	
Advanced Life Support - non emergency service	A0426	\$525	\$292.43	
Advanced Life Support emergency service	A0427	\$550	\$463.02	
Basic Life Support – nonemergency service	A0428	\$450	\$243.69	
Basic Life Support – emergency service	A0429	\$500	\$389.91	
Advanced Life Support Level II	A0433	\$ 650 700	\$670.15	
Specialty Care Transport	A0434	\$ 750 <u>850</u>	\$792.00	
Ancillary Supplies		Per fee schedule	varies	

Additional supplies and equipment usage fees.

RECORDS REQUEST FEE:

Personal Request No Charge

Family Member Request \$35.0050.00

Attorney of Law Office Request \$35.0050.00

Formatted: Left

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

CITY COUNCIL COMMUNICATION

Meeting	10/24/2022	Agenda	Resolution: A resolution of the Wharton City
Date:		Item:	Council approving participation in the Texas EMS
			Scholarship Program through the Southeast
			Texas Regional Advisory Council and authorizing
			the Mayor of the City of Wharton to execute all
			documents related to said participation.

Attached is information in regards to SETRAC (Southeast Texas Regional Advisory Council) - Texas EMS Scholarship Program. The 87th Texas Legislature, through Senate Bill 8, provided by Department State Health Services \$21.7M funding is available for the recruitment and retention of EMS Personnel. The City Staff is seeking approval to use this opportunity for employees at current Emergency Medical Technician and Advanced Emergency Medical Technician certification to advance their education and certification status.

Scholarship information:

- Up to \$2,000.00 per student that completes an EMT class including books, materials and one NREMT exam fee
- Up to \$3,200.00 per student that completes an AEMT class including books, materials and one NREMT exam fee.
- Up to \$8,000.00 per student that completes a Paramedic class including books, materials and one NREMT exam fee.

Students must commit to serving:

- One year as an Emergency Medical Technician (EMT).
- Two years as an Advanced Emergency Medical Technician (AEMT) or Paramedic if upgrading your certification.

Within 90 days of completing a DSHS approved EMS course students must:

- Pass the National Registry exam.
- Complete State certification process.
- Begin working or volunteering for a DSHS licensed EMS Provider.

Scholarships are provided by the Department of State Health Services (DSHS) to approved EMS Education programs or licensed EMS providers. Scholarships are available based on documented need, with special attention given to rural and underserved areas within Texas.

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

City Manager: Joseph R. Pace	Date: Thursday, October 20, 2022
Approval: Joseph K. face	
Mayor: Tim Barker	

Item-8.

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

INTERDEPARTMENTAL MEMO

DATE: OCTOBER 18, 2022

TO: JOSEPH PACE

FROM: CHRISTY GONZALES

RE: SETRAC – TEXAS EMS SCHOLARSHIP PROGRAM

Mr. Pace,

Attached is information in regards to SETRAC (Southeast Texas Regional Advisory Council) - Texas EMS Scholarship Program. The 87th Texas Legislature, through Senate Bill 8, provided by Department State Health Services \$21.7M funding is available for the recruitment and retention of EMS Personnel. I would like to ask the City Council for approval to use this opportunity for employees at current Emergency Medical Technician and Advanced Emergency Medical Technician certification to advance their education and certification status.

Scholarship information:

- Up to \$2,000.00 per student that completes an EMT class including books, materials and one NREMT exam fee.
- Up to \$3,200.00 per student that completes an AEMT class including books, materials and one NREMT exam fee.
- Up to \$8,000.00 per student that completes a Paramedic class including books, materials and one NREMT exam fee.
- Students must commit to serving:
 - One year as an Emergency Medical Technician (EMT).
 - Two years as an Advanced Emergency Medical Technician (AEMT) or Paramedic if upgrading your certification.

Within 90 days of completing a DSHS approved EMS course students must:

- Pass the National Registry exam.
- Complete State certification process.
- Begin working or volunteering for a DSHS licensed EMS Provider.

Scholarships are provided by the Department of State Health Services (DSHS) to approved EMS Education programs or licensed EMS providers. Scholarships are available based on documented need, with special attention given to rural and underserved areas within Texas.

I ask if we can place this on the Finance Committee's and City Council's next agenda for their review. Should you have any questions please feel free to call.

Thank you,

Christy Gonzales

Christy Gonzales, Director WEMS



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Emergency Medical Services (EMS)

Program Application

Pathway/Curriculum

Course Descriptions

Schedules

Administrative Master Syllabi

Faculty and Staff

Gainful Employment

Financial Information

Frequently Asked Questions Minimum Requirements

National Registry EMS Testing

Career Coach

Program Costs:

EMT: 6 hours

Tuition/Fees In-District:

\$860 Tuition/Fees Out-District: \$1166

ADVANCED EMT: 16 hours

Tuition/Fees In-District: Tuition/Fees Out-District:

\$1796 \$2612

PARAMEDIC: 22 hours

Tuition/Fees In-District: Tuition/Fees Out-District:

\$2474 \$3596

(The Paramedic course completes in two semesters)

Associate of Applied Science degree: 60 hours

Tuition/Fees In-District: Tuition/Fees Out-District:

\$6720 \$9780

Additional Estimated Costs to Student:

- CPR: \$70 (American Heart Association Basic Life Support)
- Books:
 - . EMT \$250
 - AEMT/Paramedic \$885
- Uniforms: \$150-\$200/program (price will vary by amount purchased)
- CastleBranch Account: \$102 (includes immunization tracking, drug screening and background check)
- ACLS: \$100 (Paramedic students, last semester)
- PALS: \$100 (Paramedic students, last semester)
- NR Practicum fee: \$125 (AEMT and Paramedic)
 TDSHS Criminal Check: \$45 (paid after passing National Registry Exam)
- TDSHS Certification Fees: ECA/EMT \$64, AEMT/Paramedic \$96, Licensed Paramedic - \$126 (paid after passing National Registry Exam)

Contact the WCJC Financial Aid Office for assistance or questions about financing, 979.532.6345.

Last Updated: 10/7/21



EMS Education Funding Process and Application Packet



SETRAC is a 501(c)(3) non-profit organization, that serves the following nine Texas counties: Austin, Colorado, Ft. Bend, Harris, Matagorda, Montgomery, Walker, Waller, and Wharton. SETRAC is comprised of EMS, hospitals, first responder organizations, and other pertinent stakeholders to address issues between rural and urban emergency health care and create a regional trauma system plan. Our mission is to develop and sustain a powerful coalition of providers, responders, and other healthcare related partners united together to save lives and improve health outcomes through research, education and collaboration.

The 87th Texas Legislature, through Senate Bill 8, provided DSHS with \$21.7M funding for the recruitment and retention of EMS personnel. DSHS has in turn provided SETRAC with approximately \$1,035,000 to assist with the education and retention of EMS personnel through training, instruction, and outreach. In accordance with Senate Bill 8, 65% of the funding is reserved for rural and underserved counties.

Applications will be processed on a first come, first served basis. We ask our local EMS providers to sponsor applicants and support them through the entire training process, in return, applicants will commit to volunteer/work 1 year (EMT) or 2 years (AEMT, EMT-P) for your agency.

For further information or questions, contact emsapp@setrac.org



Completed Packet Checklist

Required documentation:				
		Scholarship Application		
		EMS Sponsoring Agency Information		
		Education Entity Information		
		Proof of enrollment		
		Enrollment course fee schedule and book ISBN number and cost		
		EMS Sponsoring Agency/Scholarship Applicant Agreement		



EMS Education Funding Process

- STEP 1—Interested applicants have reached out to potential EMS Sponsor Agency via information provided by SETRAC, DSHS, or an EMS agency. The EMS Agency has agreed to be the Sponsor for the Scholarship Applicant (e.g., pre-employment verification, drug screening, scholarship packet, hiring, post exam follow up). Scholarship applicants register for a DSHS approved EMS provider course and provides proof of acceptance, cost of tuition and educational materials/books to EMS Sponsor Agency. Scholarship Applicant signs commitment to volunteering/working a minimum of 96 hours per month for EMS Sponsoring Agency to remain eligible for scholarship.
- STEP 2 EMS Sponsor Agency provides completed application packet to SETRAC showing proof of enrollment and educational costs due to the education entity for training class and educational material (not to include student uniform, lab coat, required equipment, etc.). Course must begin after September 1, 2022, to be eligible.
- STEP 3 SETRAC approves application packet and issues scholarship check to the EMS Sponsoring Agency to pay for the tuition and educational materials on behalf of the Scholarship Applicant. The EMS Sponsoring Agency sends proof of payment back to SETRAC.

NOTE: Scholarship Applicant becomes a student, attends, and passes class.

STEP 4 - Scholarship Applicant takes National Registry exam within 90 days of class completion and passes exam Student as well as completes TX DSHS requirements for certification (fees not reimbursable by this program).

If Scholarship Applicant passes National Registry exam on first attempt, SETRAC will validate and provide an incentive to the education entity (See Payment Appendix).

If Scholarship Applicant does not pass National Registry exam on first attempt, student will need to reschedule test and pay for any additional attempts made.

STEP 5 — Student becomes Volunteer/Employee for EMS Sponsoring Agency and begins volunteering/working a minimum of 96 hours per month for the duration of the commitment.

A signed agreement to provide EMS in an ambulance for one (1) year for EMT and two (2) years for AEMT and Paramedic within 90 days of the last official day of class will be submitted with initial application packet.

At the end of the commitment period, EMS Sponsoring Agency will sign an affidavit of completion and submit a copy to SETRAC.

Failure to complete all steps with suitable documentation will result in the EMS Sponsoring Agency refunding the scholarship funds to SETRAC.



Application Requirements

A complete EMS Application Packet submitted to SETRAC by EMS Sponsoring Agency to include:

- o EMS Sponsoring Agency Information
- o Education Entity Information

EMS Sponsor Agency Information

o Signed Scholarship Applicant Agreement

	Name of EMS Sponsoring Agency				
	Type of Entity: Non-Profit or For-Profit				
	Address (including County)				
	Name of Applicant being sponsored				
	Type of course				
	Start and end dates to complete the course prior to submitting the application.				
	 EMT max of 120 days to complete 				
	AEMT max of 240 days to complete				
	 Paramedic max of 365 days to complete 				
	The NREMT exam must be completed by the student within 90 days of course completion				
	Commitment must start within 90 days of completion of the course.				
	I If approved, SETRAC will provide the cost for education, books, necessary materials, and cost for				
	first attempt at the NREMT test.				
	Agency completing application must have:				
	 A valid Taxpayer Identification Number (SSN, ITIN, EIN) 				
	 Be in good standing with the state 				
	 If applicable, franchise tax account status must be active 				
	If the above information or forms are not submitted and completed, your application request may b				
	withheld, which could delay the course start date.				
	These funds are not to be used outside of annual budgetary process by the EMS Sponsoring Agency				
Educ	ation Entity Information				
	EMS course is approved by DSHS before providing any funding to the EMS education program or licensed EMS provider				
	Must include education entity in good standing with DSHS				
	Course coordinator's contact information				

Proof of enrollment, if completed

Documented program fees for tuition and books



Payment Appendix

The RAC will make scholarship payments to the EMS Sponsoring Agency prior to the student starting the course, to cover education, books, necessary materials, and the student's cost for one National Registry EMT examination process at the following maximum amounts based on past history of cost for the same education. SETRAC will provide funding up to the following amounts per course:

\$2,000 - Emergency Medical Technician (includes \$98 fee for NR exam)

\$3,200 - Advanced Emergency Medical Technician (includes \$136 fee for NR exam)

\$8,000 - Paramedic (includes \$152 fee for NR exam)

Incentive Program for EMS Course Providers

Approved DSHS EMS Course providers may be eligible for an incentive payment. Incentive programs will be based on individual enrollment pass rate average (student pass rate):

\$100.00 per student enrolled in an EMT course who passes the NREMT exam on his or her first attempt.

\$150.00 per student enrolled in an AEMT course who passes the NREMT exam on his or her first attempt.

\$200.00 per student enrolled in a paramedic course who passes the NREMT exam on his or her first attempt.



Scholarship Application

1.	Name of Scholarship Applicant:	
2.	Mailing Address:	
3.	City, State, Zip:	
4.	County	
5.	Phone:	
6.	Email:	

Education Entity Information

1.	Name of Education Entity:	
2.	Name of course coordinator:	
3.	Physical address (street, city, zip):	
4.	Mailing address, if different	
5.	Phone (Office):	
6.	Phone (Fax):	
7.	DSHS EMS ID#:	
8.	Email address:	
9.	County of Course:	
10.	Type of Course*:	
11.	Course Number:	
12.	Course start and end date**:	
13.	Total Amount of Funds Requested***	

^{*}Choose one: Initial EMT, Initial AEMT, Initial Paramedic, EMT to AEMT, EMT to Paramedic

^{**} EMT max of 120 days, AEMT max of 240 days, Paramedic max of 365 days to complete from start

^{***} Copies of Enrollment course fee schedule and book ISBN number and cost must be provied



EMS Sponsoring Agency Agreement

1.	EMS Sponsor Agency:			
2.	EMS Sponsor Agency Administrator:		and the property designs and the second seco	
3.	Physical address			
	(street, city, zip):			
4.	Mailing address, if different from			
	physical (PO box, city, zip):			
5.	EMS provider license number:			
6.	Agency type:			144
	Non-Profit or For-Profit			
7.	County or counties you serve:			
8.	RAC or TSA: (ie: SETRAC)			
9.	Name of EMS Director:		10 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -	
10.	EMS Director phone:			
11.	EMS Director email address:			1000 0000
l,	st that		uthorized agent of the EMS Sponso	
	by attest that funding associated with t			
or in	tended funds for EMS Education and w	ill comply w	ith all Texas Grant Management Sta	ındards
(TxG	MS).			
EN AC	Change Again Danies what is Circuit	144	FMC Cranes Assess Days	Diabad
CIVI >	Sponsor Agency Representative Signatu	are	EMS Sponsor Agency Representati	ve Printed
Date	· .			



Scholarship Applicant Agreement

SHS Certification. I understand that failure to the Texas Department of State Health Services adding but not limited to tuition repayment. It (may be required to refund the money) and to provider in a DSHS licensed ambulance at one of
wo years Paramedic – Two years
Printed Name
EMS Sponsor Agency Representative Printed



Senate Bill 8 EMS Recruitment and Retention Affidavit of Completion

l,	a dually authorized agency representative of the EMS
Sponsoring Agency, attest that	(print name) has completed their
volunteer/employment commitment as outlined	in their application packet as of day of
month, year.	
EMS Sponsor Agency Representative Signature	EMS Sponsor Agency Representative Printed
Date	

CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING PARTICIPATION IN THE TEXAS EMS SCHOLARSHIP PROGRAM THROUGH THE SOUTHEAST TEXAS REGIONAL ADVISORY COUNCIL AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PARTICIPATION.

- **WHEREAS,** The City of Wharton City Council wishes to participate in the Texas EMS Scholarship Program through the Southeast Texas Regional Advisory Council; and,
- WHEREAS, The purpose of the program is to enhance current Emergency Medical Technician and Advanced Emergency Medical Technician certification to advance their education and certification status; and,
- **WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents relating to said participation.

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

- **SECTION I.** The Wharton City Council hereby approves the participation in the Texas EMS Scholarship Program through the Southeast Texas Regional Advisory Council.
- **SECTION II.** The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to said participation.

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

PASSED, APPROVED, and ADOPTED this 24th day of October 2022.

	CITY OF WHARTON, TEXAS	
	By:	
	TIM BARKER	
	Mayor	
ATTEST:	·	
PAULA FAVORS		
City Secretary		

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/202	22	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the purchase and installation of debt and lease management software for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to			
				said contract.			
87 effective to handle t quotes from	Due to the requirement of the City to implement the Government Accounting Standards Board (GASB) 87 effective with the fiscal year ending September 30, 2022, it is necessary that we implement software to handle the City's debt and lease portfolio. The Finance Department has researched and received quotes from four companies. Two companies handle both debt and leases while two companies only handle leases.						
		on has several nandles both.	debt issuanc	es and lease agreements, we feel that is prudent to			
Companies	:						
	_	Cost annually	:				
DebtBook Tracker De							
DebtBook.	The City Staff has checked references on both of these companies and recommend that the City select DebtBook. Our current auditors are also familiar with this company and much of the data from the software will be used in our annual financial audit.						
Finance Dir	Finance Director, Joan Andel, will be present to answer any questions.						
City Manag	ger: Joseph F	R. Pace		Date: Thursday, October 20, 2022			
Approval:	Joseph 7	5 face					
Mayor: Tim	Mayor: Tim Barker						



City of Wharton

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

MEMORANDUM

To: Mr. Joseph R. Pace City Manager

From: Joan Andel

Finance Director

Date: October 18, 2022

Re: Software purchase

Due to the requirement of the City to implement the Government Accounting Standards Board (GASB) 87 effective with the fiscal year ending September 30, 2022, it is necessary that we implement software to handle the City's debt and lease portfolio. The Finance Department has researched and received quotes from four companies. Two companies handle both debt and leases while two companies only handle leases.

Since the City of Wharton has several debt issuances and lease agreements, we feel that is prudent to hire a company which handles both.

Companies:

Cost annually

DebtBook \$9,750

Tracker Debt Manager \$6,600 +maximum one time set up fee \$5,550

I have checked references on both of these companies and recommend that we select DebtBook. Our current auditors are also familiar with this company and much of the data from the software will be used in our annual financial audit.

Please place this item on the Finance Committee agenda for Monday, October 24, 2022 for a recommendation to the City Council on the same evening.

Should you have any questions, please contact me.

CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE PURCHASE AND INSTALLATION OF DEBT AND LEASE MANAGEMENT SOFTWARE FOR THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID CONTRACT.

WHEREAS,	It is in the best interest of the City of Wharton to purchase and install software, which will allow for debt and lease management in order to comply with the requirements of GASB87 and GASB96; and,			
WHEREAS,				
WHEREAS,	The Wharton City Council wishes to approve funding in the amount ofto be used to purchase and install said software; and,			
WHEREAS,	The Wharton City Council wishes to purchase debt and lease management software; 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 software's purchase and installation.			
	, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXAS as follows:			
Section I.	That the Wharton City Council hereby approves the purchase in the amount of to purchase and install debt and lease management software.			
Section II.	That the Mayor of the City of Wharton is hereby authorized to execute any and all documents related to said software's purchase and installation.			
Section III.	That this resolution shall become effective immediately upon its passage.			
Passed	d, Approved, and Adopted this 24 th day of October 2022.			
	CITY OF WHARTON, TEXAS			
	By:			
	TIM BARKER			
ATTEST:	Mayor			
PAULA FAV	ORS			
City Secretary				

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving the purchase and installation of a line printer for the City of Wharton and authorizing the Mayor of the City of Wharton to execute all documents related to said purchase.				
monthly ut service twi	The Utility Department line printer is in need of replacement. This printer is primarily used to print our monthly utility bills. The current printer is twenty (20) plus years of age and the Staff has had to call for service twice in the last year for a cost of \$1,275. Quotes were received from three companies for a like printer. They are as follows:						
Vendors: Aba Morial Printronix Insight	\$8,418.58 (p	rinter, installa	ation, freight, and 1 year part/labor) ation, freight, and 1 year part/labor) ear warranty, installation and freight not included)				
items are	The lowest base printer price is through Printronix at a cost of \$6,006.75 but when all of the applicable items are included, the best option would be to purchase the printer from Aba Moriah Corp for \$8,041.00. The City Staff's recommendation is Aba Moriah Corp.						
Finance Dir	Finance Director, Joan Andel, will be present to answer any questions.						
City Manag	ger: Joseph R. Pace		Date: Thursday, October 20, 2022				
	Joseph K. face						
Mayor: Tim	ı Barker						



City of Wharton

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

MEMORANDUM

To: Mr. Joseph R. Pace City Manager

From: Joan Andel

Finance Director

Date: October 18, 2022

Re: Line Printer Purchase

The Utility Department line printer is in need of replacement. This printer is primarily used to print our monthly utility bills. The current printer is twenty (20) plus years of age and we have had to call for service twice in the last year for a cost of \$1,275. I have received quotes from three companies for a like printer.

Vendors:

Aba Moriah Corp \$8,041.00 (printer, installation, freight, and 1 year part/labor)
Printronix \$8,418.58 (printer, installation, freight, and 1 year part/labor)
Insight \$6,243.99 (printer and 1 year warranty, installation and freight not included)

The lowest base printer price is through Printronix at a cost of \$6,006.75 but when all of the applicable items are included, the best option would be to purchase the printer from Aba Moriah Corp for \$8,041.00. My recommendation is Aba Moriah Corp.

Please place this item on the Finance Committee agenda for Monday, October 24, 2022 for a recommendation to the City Council on the same evening.

Should you have any questions, please contact me.

CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE PURCHASE AND INSTALLATION OF A LINE PRINTER FOR THE CITY OF WHARTON AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID PURCHASE.

WHEREAS,	It is in the best interest of the City of Wharton to purchase a line printer from for the Utility Department; and,			
WHEREAS,	The Wharton City Council wishes to approve funding in the amount of to be used to purchase and installation of said printer; 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 software's purchase and installation.			
	, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXAS as follows:			
Section I.	That the Wharton City Council hereby approves the purchase in the amount of to purchase and install a line printer from			
Section II.	That the Mayor of the City of Wharton is hereby authorized to execute any and all documents related to said purchase and installation.			
Section III.	That this resolution shall become effective immediately upon its passage.			
Passed	d, Approved, and Adopted this 24 th day of October 2022.			
	CITY OF WHARTON, TEXAS			
	By: TIM BARKER Mayor			
ATTEST:				
PAULA FAV City Secretary				
City Secretary				

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council approving an updated Agreement for Release of Driver Records to Governmental Entities with the Texas Department of Public Safety and authorizing the Mayor to execute the agreement.				
to an updat	Attached is a copy of the memorandum submitted to me from City Secretary, Paula Favors, in regards to an update to the agreement for release of driver records to governmental entities with the Texas Department of Public Safety (TXDPS).						
requesting	_	greement to	sage of SB15, the Department of Public Safety is update the wording on the distribution of any element is attached.				
recommend	The City Staff has submitted the agreement to City Attorney, Paul Webb, for review. Mr. Webb's recommendation will be provided at the meeting. A copy of the draft resolution approving the agreement is attached as well.						
Mrs. Favors, will be available for questions at the meeting.							
City Manage	er: Joseph R. Pace		Date: Thursday, October 20, 2022				
Approval:	Approval: Joseph K. Face						
Mayor: Tim	Barker						



City of Wharton

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

MEMORANDUM

Date: October 18, 2022

From: Paula Favors, City Secretary

To: Joseph R. Pace, City Manager

Subject: Update to the Department of Public Safety Agreement

Due to the 87th Legislative Session and the passage of SB 15, the Department of Public Safety recently requested to amend our existing agreement to update the wording on the distribution of any information obtained from the system. A new agreement for the Release of Driver Records to a Governmental Entity, is attached.

The City Staff has submitted the agreement to City Attorney Paul Webb for review. Mr. Webb's recommendation will be provided at the meeting.

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

USER AGREEMENT TO PURCHASE DRIVER RECORDS OR DRIVER RECORD MONITORING SERVICES

This Agreement is made between the Department of Public Safety of the State of Texas (DPS), the state administrator for driver license and identification card records (referred to as Driver Records), and the entity purchasing records identified below (Entity).

Entity Name: _			
Address:			

BACKGROUND

Texas law authorizes DPS to sell Driver Records individually or in bulk for specified permissible purposes and to establish an Interactive System to provide the release of Driver Records under the authority of Texas Transportation Code Chapters 521 and 730.

Additionally, Texas Transportation Code § 521.062 allows DPS to establish an optional program for Driver Records Monitoring Services (referred to as Monitoring Services) that will notify any participating entities of any updates or changes to an individual's Driver Record that is being monitored by any entity that elects to participate in the program. These changes may include convictions for a traffic offense or any driver license status change.

Texas law requires each prospective Entity using the Interactive System to sign an agreement with DPS containing safeguards that DPS considers necessary to ensure that Driver Records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected before Entity receives any Driver Records.

DPS will sell and deliver the Driver Records or Monitoring Services in an interactive format to Entity subject to the following terms and conditions.

SCOPE

1. Definitions

- a. Driver Records means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS for all license holders in Texas as described in Texas Transportation Code § 521.050.
- **b. Interactive System** means the process by which DPS supplies Driver Records and Monitoring Services in an electronic format to Entity, including real-time and batch webbased applications.

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- c. Personal Information means information within Driver Records that identifies an individual by the following: an individual's photograph or computerized image, Social Security number, date of birth, driver identification number, name, address but not zip code, email address, telephone number, and medical or disability information or as is defined by the federal Driver's Privacy Protection Act(18 U.S.C. § 2721, et seq.), the Identity Theft Enforcement and Protection Act (Texas Business and Commerce Code Ch. 521), and the Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Ch. 730). Personal Information may also include sensitive personal information as defined in Texas Business and Commerce Code § 521.002(2), which includes:
 - 1) An individual's first name or first initial and last name in combination with a driver license number or government-issued identification number if the name and the items are not encrypted.
 - 2) Information that identifies an individual and relates to:
 - a) The physical or mental health or condition of the individual; or
 - b) The provision of health care to the individual.
- **d. Entity** means a person or governmental or private entity who is eligible to receive Driver Records as an Authorized Recipient under Texas Transportation Code Chapter 730.
- e. Breach of System Security means the unauthorized access of computerized data that compromises the security, confidentiality, or integrity of personal information Entity maintains under this Agreement, including data that is encrypted if Entity's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of personal information by an employee, agent, or client of Entity for the purposes of performing under this Agreement is not a breach of system security unless the employee, agent, or client of Entity uses or discloses the personal information in an unauthorized manner.
- f. Confidential Data means information as defined in Texas Administration Code § 202.1 (5) that is collected and maintained by the Department that must be protected against unauthorized disclosure and is not subject to public disclosure under the provisions of applicable state or federal law or other legal agreements.
- **g. Cyber Security** means the Department's Cyber Security Unit, which is responsible for agency information technology security.

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- h. Department or DPS means the Department of Public Safety of the State of Texas.
- i. Regulated Data means information that is collected and maintained by the Department that requires the Department to implement specific privacy and security safeguards as mandated by Federal and State law.
- **j. Secure Location** means a facility, conveyance, or area with security controls sufficient to protect sensitive or confidential information and associated information systems.
- **k. Sensitive Data** means information that is collected and maintained by the Department that must be protected against unauthorized disclosure, except for public release under the provisions of applicable state or federal law or other legal agreements.
- I. System Failure means a breakdown of any system hardware, operating system, or application software which prevents the accomplishment of the system's intended function.
- **m. User(s)** means an entity/person who is accessing Driver Records from a web-based, desktop, or mobile device interface.
- **n.** Wireless Local Area Network (WLAN) means a wireless computer network that links two or more devices using a wireless distribution method within a limited area.

2. Purchase of Driver Records

Entity may purchase Driver Records of individuals, which includes Personal Information, solely for a permissible use as identified in the section of this Agreement entitled "Certification of Permissible Use."

3. Purchase of Monitoring Services

Upon enrollment in the Driver Record Monitoring Service, Entity agrees to immediately purchase a record of any driver identified with a "not eligible" status (Type 2). If the purchase is made for the purpose of insurability, the driver is eligible for monitoring by the organization that purchased the record. The Monitoring Services will include notification to Entity on a bi-weekly basis of any change in the individual's driver license status or when any conviction for a traffic offense is reported to DPS during the term of this Agreement.

4. Fees

Entity must pay to DPS the applicable fee set by statute or rule for purchasing Driver Records or Monitoring Services. Entity also must pay any interactive transaction fees. Payment for the interactive transfer must be handled in an electronic format. Entity must remit payment immediately upon receipt of billing. Failure to remit timely payment may result in termination of this Agreement, denial of additional Driver Records and Monitoring Services, or the cancellation of Monitoring Services for any specific Driver Record until all payments are received. In the event that the Monitoring Services for a specific Driver Record is cancelled, Entity must purchase the Driver Record again in order to reinitiate the monitoring service for that specific Driver Record.

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Under Tex. Transp. Code § 521.049, DPS will not charge a fee for Driver Records disclosed to a law enforcement or other governmental agency for an official purpose, unless the governmental agency requests Driver Records sold in bulk for research purposes. If Entity is a governmental agency and wishes to obtain Driver Records in bulk for research purposes, DPS will charge Entity the regular fees for those bulk Driver Records.

If Entity is monitoring a Driver Record for multiple Third Party Requestors, Entity must pay a monitoring fee for each Third Party Requestor. Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services.

If Entity is purchasing Driver Records and Monitoring Services for its own use and will not provide to a Third Party Requestor as permitted herein, Entity must monitor its entire customer base under this Agreement.

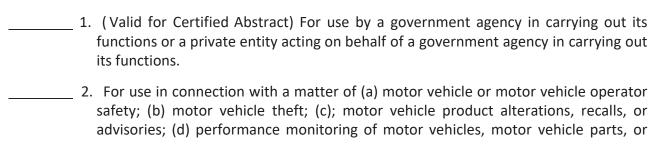
5. Interactive System

The Interactive System for Driver Records and Monitoring Services, by which DPS supplies Driver Records and Monitoring Services in an electronic format including real-time and batch web-based applications, is operated and controlled by a State of Texas vendor. The vendor is the duly authorized service agent of DPS responsible for processing electronically submitted Driver Records requests and delivering Driver Records and Monitoring Services in the form of a report identifying changes in an individual's driver license status or when any conviction for a traffic offense is reported in a secure, electronic format using the Interactive System. Billing and payment for these services by Entity will also be conducted through the Interactive System. The vendor is obligated to specific performance level requirements, so the vendor has the authority to suspend any Entity account or access to the Interactive System when an Entity's access compromises the operation of the Interactive System. Suspension of such account or access will continue until the compromising condition is resolved to the satisfaction of DPS.

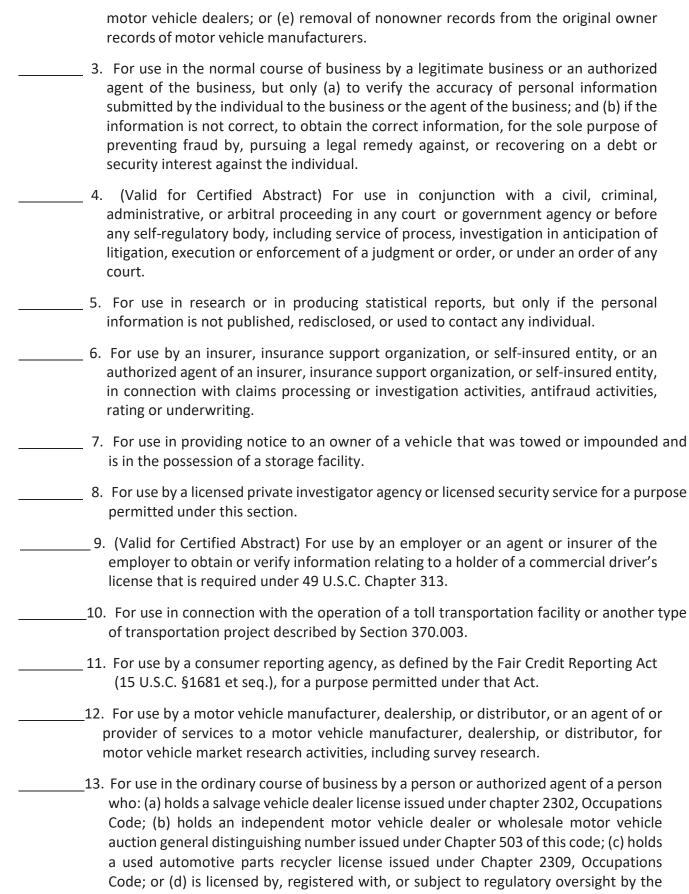
6. Certification of Permissible Use

Entity, by signing this Agreement, certifies compliance with all provisions of the federal Driver's Privacy Protection Act, the Texas Motor Vehicle Records Disclosure Act, the Identity Theft Enforcement and Protection Act, and with all other state and federal laws applicable to this Agreement. Entity certifies that its use of Driver Records purchased under this Agreement is for the following permissible purpose only and for no others.

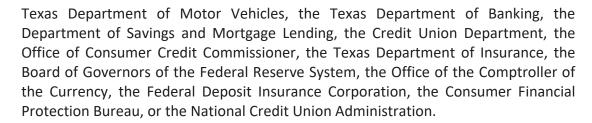
Initial all that apply.

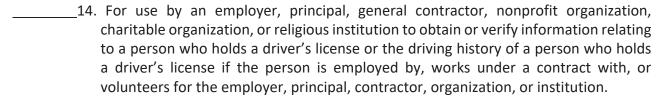


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_____15. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. Prior to release of personal information may require additional information.

Entity must restrict access to, use of, and disclosure of Driver Records, including Personal Information, to designated personnel solely for the permissible purposes identified in this Agreement. Access to and use of Driver Records by Entity's personnel that are not authorized is strictly prohibited. Entity must comply with the Data Sharing Agreement (Attachment C) that is incorporated into this Agreement by reference. The Rules of Behavior for Individuals Accessing DPS Data (Attachment B) must be completed by the Entity's employees accessing Driver Records. Any access, use, or disclosure not required for the purposes of this Agreement or for any unofficial purpose are strictly prohibited. Violation of the federal Driver's Privacy Protection Act or the Texas Motor Vehicle Records Disclosure Act may result in civil and criminal penalties.

7. Resell or Re-disclosure

Entity may not resell re-disclose Driver Records obtained under this Agreement except as specifically provided in this Agreement. Entity may re-disclose Driver Records to a third party requestor (Third Party Requestor) who is an Authorized Recipient and only if Entity enters into a written contract with a Third Party Requestor that requires a Third Party Requestor's compliance with all Agreement requirements, including compliance with the federal Driver's Privacy Protection Act, the Identity Theft Enforcement and Protection Act, and the Texas Motor Vehicle Records Disclosure Act, andthat is for a use authorized by Texas Transportation Code § 730.007. If Driver Records are disclosed as part of Monitoring Services, Entity must require a Third Party Requestor to monitor its entire customer base for Monitoring Services. Any Driver Records or Monitoring Services purchased under this Agreement by Entity are for a single purpose use only and will not be repurposed or used more than one time. Entity will not use a specific Driver Record for multiple Third Party Requestors or multiple uses by a single Third Party Requestor.

If Entity resells or re-discloses Driver Records to someone who is not an Authorized Recipient, the Entity may be subject to civil and criminal penalties, including a civil suit that allows for damages or subject to committing an offense classified as a misdemeanor punishable by a fine not to exceed \$100,000. If Entity resells or re-discloses Driver Records to Third Party Requestors, it must inform Third Party Requestors that they may not redisclose the personal information to a person who is not an Authorized Recipient.

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8. Record Creation and Retention

Entity must create a record identifying each Third Party Requestor that obtained Driver Records or Monitoring Services (if applicable) from Entity and the legally permissible purpose for which Driver Records or Monitoring Services were obtained. Entity must ensure that each Third Party Requestor will comply with all federal and state laws on the release of the information and all terms, conditions, and obligations of this Agreement. Entity must retain these identifying records for five years following the transfer of any Driver Records or Monitoring Services to a Third Party Requestor of the following: the name of any person or entity to whom the release was made; the date the release was made; the permitted use for which Driver Records or Monitoring Services were released; the written agreement with the Third Party Requestor; and contact information for the Third Party Requestor.

9. Provide Copies of Records and Notification of Release

If Entity re-discloses any Driver Records obtained under this Agreement to a Third Party Requestor, Entity must provide access to or copies of those records required in the section entitled "Record Creation and Retention" to DPS immediately upon DPS's request. DPS retains the right to require the records in any applicable format, including electronic or paper. Entity will bear the expense of providing this information to DPS, including any postage or shipping charges.

10. Unauthorized Disclosure

Entity must immediately notify DPS of any inadvertent or unauthorized release, disclosure, breach, or compromise of Driver Records obtained under this Agreement as soon as Entity knows or should have known of such unauthorized or inadvertent release, disclosure, breach, or compromise of security. This obligation applies whether the action or omission was by Entity, its employees or agents, or by any person or entity that acquired Driver Records from Entity, either directly or indirectly.

If the Interactive System or an information system containing Driver Records is compromised or breached, Entity must provide notice to DPS as soon as possible following the discovery or reasonable belief that there has been unauthorized exposure, access, disclosure, compromise, or loss of sensitive or confidential information referred to as a "Security Incident."

- a. Within 24 hours of the discovery or reasonable belief of a Security Incident, Entity must provide a written report to DPS detailing the circumstances of the security incident, which includes at a minimum:
 - 1) A description of the nature of the Security Incident;
 - 2) The type and amount of Driver Records involved;
 - 3) Who may have obtained the Driver Records;
 - 4) What steps Entity has taken or will take to investigate the Security Incident;
 - 5) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 6) A point of contact for additional information.

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- b. Each day thereafter until the investigation is complete, Entity must provide DPS with a written report regarding the status of the investigation and the following additional information as it becomes available:
 - 1) Who is known or suspected to have gained unauthorized access to Driver Records;
 - 2) Whether there is any knowledge if Driver Records have been abused or compromised;
 - 3) What additional steps Entity has taken or will take to investigate the Security Incident;
 - 4) What steps Entity has taken or will take to mitigate any negative effect of the Security Incident; and
 - 5) What corrective action Entity has taken or will take to prevent future similar unauthorized use or disclosure.
- c. Entity must confer with DPS regarding the proper course of the investigation and risk mitigation. DPS reserves the right to conduct an independent investigation of any Security Incident, and should DPS choose to do so, Entity must cooperate fully by making resources, personnel, and systems access available to DPS and its authorized representatives.
- d. Subject to review and approval by DPS, Entity must at its own cost, provide notice that satisfies the requirements of Texas Business and Commerce Code Ch. 521 to individuals whose personal, confidential, or privileged information were compromised or likely compromised as a result of the Security Incident. If DPS, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice must be reimbursed to DPS by Entity. If Entity does not reimburse such costs within 30 calendar days of DPS written request, DPS will have the right to collect such costs.

11. Deletion of Information Required if not Authorized Recipient

Entity must delete from its records any personal information received from DPS if Entity becomes aware that Entity is not an Authorized Recipient of that information.

12. Data Protection

- a. Entity must further protect Driver Records in accordance with 1 Texas Administrative Code Ch. 202 and Texas Business and Commerce Code Ch. 521.
- b. Entity and its employees must comply with the requirements found in Attachments B and C.
- c. Personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- d. Entity must implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure of any sensitive personal information collected or maintained by Entity under this Agreement.

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13. No Separate Database

Entity will not retain, store, combine, or link any information from Driver Records or Monitoring Services obtained under this Agreement with any other data or database without the prior written consent of DPS.

14. Acknowledgement and Disclaimer

Entity acknowledges that DPS is furnishing Driver Records on an "as is" basis and DPS makes no representation as to the accuracy of any Driver Records furnished. DPS expressly disclaims responsibility for any failure to deliver Driver Records in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdown of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God or anything that may be classified as a type of *force majeure* incident that is beyond the reasonable control of DPS and that by exercise of due foresight DPS could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, DPS is unable to overcome, or any other circumstances which may delay or preclude furnishing Driver Records in a timely fashion.

15. Consumer Protection

Driver Records furnished under this Agreement must not be used by Entity to engage in any method, act, or practice that is unfair or deceptive, nor will Driver Records be used for marketing, solicitations, or surveys not authorized by law, which includes any prohibition under Texas Transportation Code Chapter 730.

16. Direct Access to Driver Records

Entity may not allow any member of the public or any person outside the direct employ or control of Entity direct access to Driver Records under this Agreement for any reason other than Entity's intended and legitimate use of Driver Records.

17. Assignability

Entity will not assign, license, or transfer any of its rights, duties, and obligations under this Agreement without the prior written consent of DPS. An attempted assignment in violation of this section is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this Agreement. Alternatively, if Entity does assign without prior written approval and a novation is impractical or impossible under the circumstances, but DPS does approve the assignment ultimately, then this Agreement will be binding on any successor or assignee.

18. Change of Status

This Agreement will automatically terminate if Entity ceases to conduct business, substantially changes the nature of its business, sells its business without a proper DPS-approved assignment, is deceased, if there is a significant change in its ownership, or ceases to qualify for Driver Records and Monitoring Services under the permissible use certified in the section entitled "Certification of Permissible Use" or as otherwise provided in this Agreement. Entity, its successor in interest, or its personal representative must immediately notify DPS in writing of any change in status that may implicate this section.

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19. Suspension

If DPS has a reasonable suspicion or actual confirmation that Entity is not in contract compliance with any requirement for any reason, including data spillage or data breach, DPS reserves the right to immediately suspend access to Entity. DPS may reinstate access following suspension upon DPS's receipt of satisfactory assurances that Entity has corrected all non-compliance and has taken measures to prevent future non-compliance. DPS will not provide an Entity with any changes to a monitored record that occur during a period of suspension once services are reinstated; the DPS system does not have the ability to look back at or track any changes that may have occurred during the period of suspension. Failure to correct any violations to DPS's satisfaction or repeated violations could result in contract termination and permanent cancellation.

20. Incorporation of Other Documents

This Agreement, including "Attachment A, Entity's Information Form for Obtaining Interactive Driver Records and Monitoring Services", "Attachment B, Rules of Behavior for Individuals Accessing DPS Data", "Attachment C, Data Sharing Agreement", and Attachment D, Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050" constitutes the entireagreement between the Parties with regard to the matters made to the subject of this Agreementand no oral agreements are binding.

21. Termination

- a. **For Convenience.** Either Party may terminate this Agreement for convenience at any time for any reason by giving the other Party 30 calendar days' written notice. If a Party elects to terminate this Agreement for convenience, all unfilled obligations, including the obligation to pay any applicable fees, will remain in full force. In no event will DPS be liable in any way if it terminates for convenience.
- b. For Cause. DPS may immediately terminate this Agreement for cause for any violation of the terms of this Agreement or for any violation of any state or federal law, rule, or regulation relating to the subject matter of this Agreement. DPS will provide Entity with written notice to terminate this Agreement, which termination will become effective immediately upon Entity's receipt of the notice. If this Agreement is terminated for cause, DPS may refuse to provide Driver Records to Entity in any format.

22. Amendments

DPS may amend the terms and conditions of this Agreement from time to time in order to accommodate changes in the records or information furnished under this Agreement and for other reasons deemed appropriate by DPS.

23. INDEMNIFICATION (Does not apply to Governmental Entities)

ENTITY MUST DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND DPS, AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF ENTITY OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE MUST BE COORDINATED BY Page 10 of 15

ENTITY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND ENTITY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. ENTITY AND DPS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

24. Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the State of Texas as well as any relevant federal law regarding the subject matter. The venue for any suit arising under this Agreement is fixed in any court of competent jurisdiction in Travis County, Texas.

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25. Notice

Any notice required or permitted under this Agreement will be directed to the Parties at the addresses shown below. The following contact person is designated by Entity to receive all notices regarding this Agreement:

Point of Contact:		
Alternate Point of Contact:		
Address:		
City, State, Zip Code:		
elephone Number:		
Cell Phone Number:		
-ax:		
Email:		

All correspondence to DPS regarding this Agreement must be mailed to the following address:

Department of Public Safety License and Record Service/Online Services P.O. Box 4087 Austin, Texas 78773-0360 (512) 424-5967 Fax: (512) 424-7456

Email: e.Commerce@dps.texas.gov

Notices to the Parties at the addresses shown above will be deemed received: (i) when delivered in hand and a receipt granted; (ii) three calendar days after it is deposited in the United States mail by certified mail, return receipt requested; or (iii) when received if sent by confirmed facsimile or confirmed email. Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

26. Compliance with Law

Entity must comply with all local, state, and federal laws, rules, and regulations applicable to the subject matter of this Agreement, including but not limited to, the federal Driver's Privacy Protection Act of 1994 and the Texas Motor Vehicle Records Disclosure Act, and any written instructions of DPS related to this Agreement. Violation of the federal Driver's Privacy Protection

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Act or the Texas Motor Vehicle Records Disclosure Act by Entity may result in civil and criminal penalties. Violation of a term of this Agreement by Entity may be a false, misleading, or deceptive act or practice under Subchapter E, Chapter 17, Texas Business and Commerce Code or a Class B misdemeanor under Section 521.062 of the Texas Transportation Code.

27. Office of the Attorney General

Entity understands that under Texas Transportation Code § 521.062(d–g), the Office of the Attorney General may take certain actions against Entity for violations related to this Agreement.

28. Severability

Entity acknowledges that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, including a dispute over possibly ambiguous language, they would want the court to interpret this Agreement as follows:

- 28.1 With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- 28.2 If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written;
- 28.3 By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- 28.4 If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

29. Audit and Inspection

Entity is subject to audit and inspection, at any time during normal business hours and at a mutually agreed upon location, by the Texas State Auditor's Office, DPS, or any other department or agency responsible for determining that the Parties have complied with applicable law. Entity must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection and Entity must provide any such records and documents to DPS, the Texas State Auditor's Office, or applicable agency upon request. Entity must keep all records and documents regarding this Agreement for the term of this Agreement and for five years after the termination of this Agreement.

If DPS requests information from the Entity or a Third Party Requestor to determine if they have complied with applicable law or this Agreement, they must provide the requested information no later than the fifth business day after DPS submits the request unless DPS extends the deadline.

30. Survival

Any provisions of this Agreement that impose continuing obligations on Entity will survive the expiration or termination of this Agreement.

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31. Term of Agreement

The term of this Agreement is effective on the last date signed in the Agreement section entitled "User Acceptance of Agreement" and will continue in full force and effect for a term of five years from that full execution date.

32. Acceptance of User Agreement

By signing this agreement, Entity agrees to the terms and conditions of this Agreement and all incorporated Attachments.

In order to receive any Driver Records and driver record monitoring services, an authorized signatory, the Chief Information Officer (CIO), and the Chief Information Security Officer (CISO) must sign this Agreement. Entity may not use the records if it does not accept the Agreement and all incorporated Attachments in their entirety.

Chief Information Security Officer	Chief Information Officer
Insert signatory name and title here.	Insert name and title here.
Signature	Signature
Date:	Date:
Entity's Authorized Representative	
Insert signatory name and title here.	
Signature	
Date:	

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ATTACHMENT A ENTITY'S INFORMATION FORM

Entity:	or this
Federal Tax Identification Number:	_
List all web address internet sites (Uniform Resource Locator–URL), Facebook, or accounts used or possessed by Entity:	Γwitte
Nature of Entity's Business Activities and Practices:	
	_
Detailed explanation of the intended use of Driver Records and Monitoring Services ob from DPS (describe how the exemption qualifies for the purchase of Driver Record Monitoring Services):	

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If Entity intends to release Driver Records to a Third Party Requestor, explain what safeguessurances are in place to meet the requirements of this Agreement and provide a copy written contract between Entity and the Third Party Requestor:	
	_
	_
If Entity does not intend to release Driver Records to a Third Party Requestor, state so bel	ow:

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ATTACHMENT B

Rules of Behavior for Individuals Accessing DPS Data

Purpose

This document delineates the responsibilities and expected behavior of all individuals that use and have access to data provided by the Department of Public Safety of the State of Texas (DPS). Additionally, this document fosters the comprehensive knowledge of and compliance with the DPS rules of behavior as a condition for continued data access and sets forth requirements for verification of understanding with the rules as documented. DPS data users will be held accountable for their actions and are responsible for securing the data and resources in accordance with the DPS rules of behavior. All persons requiring access to DPS data must read, understand, and formally acknowledge those rules of behavior by signing this agreement prior to being granted access to DPS data.

User Rules of Behavior

- 1. I understand that I am required to perform my official duties when given access to DPS data.
- 2. I must restrict disclosure of DPS data to only those with a business need and are authorized to receive the information.
- 3. I must not send or store DPS sensitive or confidential information to a personal e-mail account.
- 4. I must take every precaution to prevent unauthorized individuals from observing display output. (Use privacy screens, keep computer screens from facing windows or doors, etc.)
- 5. I must log off or lock my workstation or laptop computer, or I must use a password-protected screensaver, whenever I step away from my work area, even for a short time.
- 6. I must not transmit DPS sensitive or confidential information unencrypted outside the secure network.
- 7. I must securely store all removable media containing DPS data when not in use.
- 8. I will ensure DPS sensitive or confidential data stored on removable or portable media is AES 256 encrypted, and the media is marked with the appropriate data classification.
- 9. I will comply with the DPS password policy.
- 10. I will immediately report security violations and incidents involving DPS data to my supervisor and DPS Cyber Security.

Acknowledgement

I acknowledge that I have read and received a copy of the signed Data Sharing Agreement signed by DPS and Entity. I acknowledge that I have read and understand the Rules of Behavior and must comply with them.

Name of User (printed):	
Supervisor's Name:	
(User Signature)	(Date)

ATTACHMENT C

Data Sharing Agreement for Release of Driver Records

1.0 Data Sharing Statement

The requirement for data sharing between the Department of Public Safety of the State of Texas (DPS) and *Entity* exists for the sole purpose to deliver driver records under Texas Transportation Code Chapters 521 and 730.

2.0 Security

2.1 General Description of Information Sensitivity

Confidentiality, integrity, and availability requirements and standards are derived from the Criminal Justice Information Services (CJIS) Security Policy (http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/), 1 Texas Administrative Code §202.1 et seq., and DPS General Manual Chapters 25, Cyber Security, and 26, Information Resource Policy. The DPS General Manual Chapters are incorporated by reference.

2.2 Trusted Behavior Expectations/Rules of Behavior

Entity must protect DPS data in accordance with this DSA. Entity will provide a copy of this DSA to all authorized personnel.

2.3 Formal Security Policy

DPS developed these procedures under this DSA to ensure the protection of DPS data when it is being provided to outside entities. Entity must comply with the procedures of this DSA for all systems used to store, process, or transmit DPS data. DPS may modify these requirements in its discretion, in accordance with its cyber security policies.

2.4 Administrative Security

Entity must comply with the following administrative security procedures:

a. Entity must use host systems that have an approved warning banner displaying a message of consent to monitoring and that unauthorized use is subject to criminal prosecution or criminal or civil penalties, prior to login.

- Entity must ensure that host systems that contain any DPS data are used for official purposes only.
- c. Entity must appropriately safeguard all DPS data and only release it to authorized individuals.
- d. Entity may not share DPS's data with an entity except in accordance with the terms of this Agreement.

2.5 Identification and Authentication

The purpose of authentication is to provide reliable identification for access to data or information systems. Entity must maintain the identity of active users, linking actions to specific users, and all other identification and authentication requirements. Non-repudiation must be maintained for each user accessing DPS data.

2.6 Audit Trail and Review

An audit trail is a chronological record of system activities that is sufficient to enable the reconstruction, review, and examination of the sequence of environments and activities surrounding or leading to each event in the path of a transaction from its inception to the final output. Entity must comply with the following audit trail procedures:

- a. Entity information systems that process DPS data will produce an audit trail that records, for all users, the following at a minimum:
 - The identity of each person and device that accesses or attempts to access the system or application
 - Start-up and shutdown of the audit functions
 - Successful use of the user security attribute administration functions
 - All attempted uses of the user security attribute administration functions
 - Identification of which user security attributes have been modified
 - Successful and unsuccessful logons and logoffs
 - Unsuccessful access to security relevant files including creating, opening, closing, modifying, and deleting those files
 - Changes in user authenticators
 - Blocking or blacklisting user IDs, terminals, or access ports
 - Denial of access for excessive logon attempts
 - System access by privileged users (privileged activities at the system, either
 physical or logical consoles) and other system-level access by privileged
 users). Users may not have administrative privileges to local systems
 unless the systems are standalone.
 - Starting and ending times for each access to the system.

- b. For analysis purposes, Entity must retain audit trails for at least one year or in accordance with Entity security policy, whichever is longer.
- All audit trails must be protected from actions such as unauthorized access, modification, and destruction that would negate their forensic value.

2.7 Logical Access Control

Logical access controls provide a technical means to control user access to information and system resources. They control what information users can access, the programs they can run, and the modifications they can make. Entity must comply with the following logical access controls:

- a. The identity of the user must be established before access to DPS data is granted.
- b. Users will have access only to data to which they are entitled (the principle of least privilege will be enforced).
- c. Entity information systems processing DPS data will automatically disconnect or otherwise deny access to a user after three failed logon attempts.
- d. Entity information systems processing DPS data will initiate a session lock or termination after a maximum of 30 minutes of inactivity and require the user to reauthenticate to regain access.

2.8 Password Management

Password management includes the generation, issuance, and control of the passwords that support authentication. Entity must comply with the following password management for access to DPS information:

- a. Password management must meet the requirements of DPS security policy at minimum; however, Entity is authorized to implement password requirements that exceed DPS security policy. To comply with DPS security policy, passwords must:
 - (1) Be a minimum length of 8 characters;
 - (2) Contain a mix of upper and lower case characters, numeric characters, and special characters;
 - (3) Not be a dictionary word or proper name;
 - (4) Not be the same as, or contain, the User ID;
 - (5) Expire within a maximum of 90 calendar days;
 - (6) Not be identical to the previous 10 passwords;
 - (7) Never be displayed in clear text on the screen; and never be written down and stored physically.
- b. Passwords considered re-usable must be encrypted during transmission.
- c. Passwords must be stored in an encrypted form in a protected password file to ensure confidentiality.

d. If the security of a password is in doubt, the password must be changed immediately.

2.9 Software Security

Entity must use anti-virus protection software. Entity must manage the anti-virus protection software to include upgrades, updates, modifications, corrections, patches, plugins, etc., that may be required to keep the software current and effective.

2.10 Telecommunications Security

Telecommunications security is concerned with the protection of data during transmission. Entity must comply with the following telecommunication security requirements:

- a. All data must be protected during transmission in compliance with Federal
 Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1
 Texas Administrative Code § 202.1 et seq.
- b. All passwords must be protected during transmission using a mechanism that is compliant with Federal Information Processing Standard (FIPS) 140-2 approved cryptographic modules and 1 Texas Administrative Code § 202.1 et seq.

2.11 Media Security

Entity must apply the following policies for marking and disposition of tapes, flash drives, hard drives, printouts, or any other media containing sensitive or confidential data: media containing sensitive or confidential data must be labeled with the appropriate data classification (e.g., Sensitive, Confidential). Prior to release or disposal, electronic media containing sensitive or confidential data must be completely erased or destroyed using DPS authorized methods, which align with CJIS Security Policy section 5.8.3.

2.12 Incident Response

An information system incident is an unexpected, unplanned event that could have a negative effect on information technology resources. A security incident is an event that violates security policies or circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software), and may lead to the unauthorized exposure, access, disclosure, compromise, or loss of DPS information. Entity must comply with the following incident response policy:

- a. In the event of a confirmed security incident, *Entity* must notify the DPS Chief Information Security Officer (CISO) in writing within four hours of discovering the incident or being notified of an incident that involves any DPS data.
- b. If a security incident is suspected, but not yet confirmed, Entity must notify the DPS Chief Information Security Officer (CISO) in writing within 24 hours of discovering the potential incident or being notified of a potential incident that involves any DPS data.
- c. In the event of a security incident where Entity has detected or confirmedan intrusion,

the DPS CISO, or the CISO's designated agent, will have authority to suspend the transmission of any DPS data to *Entity* until it has proven recovery to a secure state that can ensure the confidentiality of DPS data. In addition, Entity must also promptly provide DPS with a copy of any incident reports involving DPS data.

2.13 Training and Awareness

Entity must ensure that all Entity end users receive initial and annual DIR-certified security awareness training. In addition, Entity must ensure all users (persons and entities) sign the Rules of Behavior Agreement, Attachment B, prior to those users having access to any DPS data.

3.0 Roles and Responsibilities

3.1 Entity Responsibilities

Entity must:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 et seq.
- b. Provide proof of compliance with security documents when requested to do so by DPS.
- c. Ensure appropriate protection of all security documents.
- d. Maintain copies of signed Rules of Behavior for every authorized user.
- e. Have complete responsibility for all cyber security controls.
- f. Have complete responsibility for encryption of all system components in accordance with Federal Information Processing Standard (FIPS) Publication 140-2.
- g. Maintain all logical access controls and password management.
- h. Maintain all system software, anti-virus protection, encryption, and operating systems, to include all upgrades, updates, patches, plugins, etc.
- i. Only grant users access to data they need to perform their official functions.
- j. Not share DPS's data outside Entity unless otherwise authorized under this Agreement.
- k. Ensure that it, and any entity that it shares DPS's data with, complies with the requirements in this data agreement if Entity shares or sells DPS' data.
- I. Report any security breaches involving Entity (or shared entity or users) to the DPS CISO.
- m. Implement the necessary procedures to ensure that Entity is secure from any unauthorized use.
- n. Ensure that any individual requesting access to DPS data is authorized to receive it.

 Unauthorized request or receipt of data could result in criminal proceedings brought against the Entity and the individuals or entities involved.
- o. Ensure all users complete the required security awareness training prior to access, and annually thereafter.
- p. Disseminate user manuals and other related publications as required.
- q. Conduct investigations relating to possible fraud, waste, and abuse.

3.2 DPS Responsibilities

DPS will:

- a. Protect all Personal Identifying Information in accordance with Texas Business and Commerce Code § 521.001(1) and 1 Texas Administrative Code § 202.1 et seq.
- b. Ensure appropriate protection of all security documents.
- c. Maintain communication with *Entity* to ensure operational needs are being met.
- d. Manage security incident assessment and response.

ATTACHMENT D

Additional Requirements for Bulk Record Purchases under Texas Transportation Code § 521.050

Texas Transportation Code § 730.014 imposes additional requirements for Entities who purchase Driver Records in the bulk format under Texas Transportation Code § 521.050. These include the posting of a performance bond and providing proof of general liability and cyber-threat insurance coverage. The bond and insurance requirements do not apply to a governmental entity.

1.0 Bond for Bulk Record Purchase (not applicable to governmental entities)

A performance bond in the amount of \$1,000,000 will be required before Entity can receive Driver Records in the bulk format under Texas Transportation Code § 521.050. Said bond will be solely for the protection of the State of Texas.

2.0 Insurance (not applicable to governmental entities)

Entity must provide proof of at least \$3,000,000 in general liability and cyber-threat insurance coverage, but notwithstanding that minimum, the coverage must be reasonably related to the risks associated with unauthorized access and use of the Driver Records.

Entity must provide proof of and maintain for the term of the Agreement no less than the minimum insurance coverage specified. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS does not accept "self-insurance" coverage.

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

Entity must:

- A. provide all required written documentation under this section to DPS.
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all the risks associated with unauthorized access and use of the Driver Records. There must be sufficient coverage to cover any losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Entity under or as a result of this Agreement. This includes response required under Tex. Bus. & Com. Code Chapter 521.
- C. ensure that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance Page 181 meet all terms set forth in the Contract.

- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Entity's obligations under the Agreement.
- F. obtain and maintain insurance policies that provide coverage for Entity's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Agreement.

3.0 Notice of Breach

If Entity experiences a breach of system security as defined by Texas Business & Commerce Code § 521.053 that includes data obtained under Texas Transportation Code § 730.007, Entity must notify DPS of the breach not later than 24 hours after the discovery of the breach.

4.0 Annual Report to DPS of Resell and Re-disclosure

Entity must annually provide to DPS a report of all third parties to which the personal information was sold or disclosed under this section and the purpose of the resell or re-disclosure.

5.0 Prohibition on Resell or Re-disclosure for Marketing Vehicle Warranties

Entity may not resell or re-disclose Driver Records for the purpose of marketing extended vehicle warranties.

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN UPDATED AGREEMENT FOR RELEASE OF DRIVER RECORDS GOVERNMENTAL ENTITIES WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

- WHEREAS, the City of Wharton and the Texas Department of Public Safety (TXDPS) wishes to enter into an updated Agreement pertaining specifically to the release of driver records for the Wharton Municipal Court; and,
- WHEREAS, the City of Wharton and TXDPS wishes to be bound by the conditions as outlined in the agreement; and,
- WHEREAS, the Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute the agreement; and,
- WHEREAS, the Wharton City Council wishes the resolution to become effective immediately after its passage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS that;

- Section I. The Wharton City Council hereby approves the updated Agreement pertaining specifically to the release of driver records for the Wharton Municipal Court pertaining specifically to the release of driver records.
- Section II. The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute the agreement.
- **Section III.** This resolution shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 24th day of October 2022.

By:		
•	TIM BARKER	
	MAYOR	

CITY OF WHARTON

	By:	
	TIM BARKER	
	MAYOR	
ATTEST:		
PAULA FAVORS		
CITY SECRETARY		

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

CITY COUNCIL COMMUNICATION

Meeting Date: Agenda Item: Resolution: A resolution of the Wharton City Council ratifying and concurring to award a contract to James Construction Group, LLC for Wharton F.M. 1301 Extension Project – CSJ 1412-03-038 and authorizing the Mayor of the City of Wharton to execute all documents related to said ratification and concurrence. On October 6, 2022, bids were received by TxDOT for the construction of the F.M. 1301 Extension Project. A total of five bids were received as below (also attached): 1. James Construction Group, LLC \$14,535,847.70 \$14,755,955.43 \$14,755,955.43 \$14,755,955.43 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,386,133.17 \$15,2745.01 \$15,2852,745.01 \$15,386,133.17 \$15,38				
Project. A total of five bids were received as below (also attached): 1. James Construction Group, LLC 2. Hunter Industries, LTD 3. Sterling Delaware Holding Company, Inc 4. SER Construction Partners, LLC 5. COPASA, Inc 5. COPASA, Inc 5. COPASA, Inc 6. ST7,852,745.01 It was the recommendation of TxDOT to move forward with the bid from James Construction Group, LLC. TxDOT also requested concurrence from the City in order to move ahead with the selection and award of the contract by Friday, October 7, 2022. The City staff reviewed the bids received and concurred with the decision to move forward with James Construction Group, LLC. The City has previously worked with the company as well and has had favorable experiences and satisfactory work performance. It is the request of City Staff that the City Council ratify the concurrence of the award by TxDOT and proceed with the construction of FM 1301. Director of Planning & Development, Gwyn Teves, will be present to answer any questions. City Manager: Joseph R. Pace Approval: Approval: Date: Thursday, October 20, 2022	_	10/24/2022	_	Council ratifying and concurring to award a contract to James Construction Group, LLC for Wharton F.M. 1301 Extension Project – CSJ 1412-03-038 and authorizing the Mayor of the City of Wharton to execute all documents related to said
2. Hunter Industries, LTD \$14,755,955.43 3. Sterling Delaware Holding Company, Inc \$15,386,133.17 4. SER Construction Partners, LLC \$15,398,040.16 5. COPASA, Inc \$17,852,745.01 It was the recommendation of TxDOT to move forward with the bid from James Construction Group, LLC. TxDOT also requested concurrence from the City in order to move ahead with the selection and award of the contract by Friday, October 7, 2022. The City staff reviewed the bids received and concurred with the decision to move forward with James Construction Group, LLC. The City has previously worked with the company as well and has had favorable experiences and satisfactory work performance. It is the request of City Staff that the City Council ratify the concurrence of the award by TxDOT and proceed with the construction of FM 1301. Director of Planning & Development, Gwyn Teves, will be present to answer any questions. City Manager: Joseph R. Pace Approval: Approval: Date: Thursday, October 20, 2022				
LLC. TxDOT also requested concurrence from the City in order to move ahead with the selection and award of the contract by Friday, October 7, 2022. The City staff reviewed the bids received and concurred with the decision to move forward with James Construction Group, LLC. The City has previously worked with the company as well and has had favorable experiences and satisfactory work performance. It is the request of City Staff that the City Council ratify the concurrence of the award by TxDOT and proceed with the construction of FM 1301. Director of Planning & Development, Gwyn Teves, will be present to answer any questions. City Manager: Joseph R. Pace Approval: Date: Thursday, October 20, 2022	 Hunter Sterling SER Con 	Industries, LTD Delaware Holding Compar struction Partners, LLC	ny, Inc	\$14,755,955.43 \$15,386,133.17 \$15,398,040.16
Director of Planning & Development, Gwyn Teves, will be present to answer any questions. City Manager: Joseph R. Pace Approval: Ap	award of t concurred previously	also requested concurrer the contract by Friday, Oo with the decision to mov worked with the company	nce from th ctober 7, 20 ve forward	e City in order to move ahead with the selection and 022. The City staff reviewed the bids received and with James Construction Group, LLC. The City has
City Manager: Joseph R. Pace Approval: Joseph R. Face Date: Thursday, October 20, 2022		· ·	•	cil ratify the concurrence of the award by TxDOT and
Approval: Joseph R. face	Director of	Planning & Development,	Gwyn Teve	s, will be present to answer any questions.
Approval: Joseph R. face				
Joseph T. Tace		1		Date: Thursday, October 20, 2022
		0 ,		



City of Wharton

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

MEMORANDUM

DATE: October 18, 2022

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: F.M. 1301 Extension Project Bids from TxDOT

On October 6, 2022, bids were received by TxDOT for the construction of the F.M. 1301 Extension Project. There were 5 bids total received as below (also attached):

1.	James Construction Group, LLC	\$14,535,847.70
2.	Hunter Industries, LTD	\$14,755,955.43
3.	Sterling Delaware Holding Company, Inc	\$15,386,133.17
4.	SER Construction Partners, LLC	\$15,398,040.16
5.	COPASA, Inc	\$17,852,745.01

It was the recommendation of TxDOT to go with the bid from James Construction Group, LLC. TxDOT also requested concurrence from the City in order to move ahead with the selection and award of the contract by Friday, October 7, 2022. City Staff reviewed the bids received and concurred with the decision to move forward with James Construction Group, LLC. The City has previously worked with the company as well and has had favorable experiences and satisfactory work performance.

It is the request of City Staff that the City Council ratify the concurrence of the award by TxDOT and proceed with the construction of F.M. 1301.

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

Item-12.

Driver | Business | Government | Inside TxDOT | Careers

Tabulation of Bids for Project CC 1412-3-38

Last Update: Thursday, October 06, 2022

Site improvements have arrived.

New interactive dashboards on TxDOT.gov make it simple for you to quickly find relevant and up-to-date information. Access them here

Need help finding something? Check out this information page for more details.

Learn more about dashboards

The Electronic State Business Daily (ESBD), the Electronic Bidding System, and the project proposal are the official sources of advertisement and bidding information for the State and Local Lettings. Bidders should bid the project using the information found therein, including any addenda. These sources take precedence over information from other sources, including TxDOT webpages, which are unofficial and intended for informational purposes only.

Text version of this page

County: WHARTON Let Date: 10/06/22 Type: HIGHWAY IMPROVEMENT Seq No: 3005 Time: 283 WORKING DAYS Project ID: CC 1412-3-38 Highway: FM 1301 Contract #: 10223005 Length: 1.796 CCSJ: 1412-03-038

Limits:

\$13,832,530.15

\$14,535,847.70

Estimate

Bidder 1

From: SH 60 IN WHARTON Check: \$100,000

Company

JAMES CONSTRUCTION GROUP, LLC

To: US 59 Misc Cost:

+5.08%

% Over/Under

Bidder 2	\$	14,755,955.43	+6.6	8%	нι	JNTER INDUS	TRIES, LTD.		
Bidder 3	\$	15,386,133.17	+11.2	3%	STERLING DELAWARE HOLDING COMPANY, INC.				ANY, INC.
Bidder 4	\$	15,398,040.16	+11.3	2%	SE	R CONSTRUC	TION PARTNER	S, LLC	
Bidder 5	\$	17,852,745.01	+29.0	6%	CC	PASA INC			
Item Cod	e	Descri	ption	Un	it	Quantity	Unit Est.	Bidder	Unit Bid
1006002		PREPARING RO	W	STA	4	98.000	3,500.00	1 2 3	4,767.000 5,484.690
								4 5	7,650.000 7,200.000 24,000.000
1046009		REMOVING CO	NC (RIPRAP)	SY		11.000	13.00	1 2 3 4 5	20.490 23.940 28.000 28.400 25.310
1046015		REMOVING CO (SIDEWALKS)	NC	SY		448.000	20.00	1 2 3 4 5	5.230 17.100 11.000 26.300 21.980
1046017		REMOVING CO (DRIVEWAYS)	NC	SY		510.000	25.00	1 2 3	2.000 19.440 14.000

					4 5	26.900 24.100
1046022	REMOVING CONC (CURB	LF	1,144.000	8.00	1	2.550
	AND GUTTER)				2	11.430
					3	8.000
					4 5	10.600 11.200
1056096	REMOV STAB BASE AND	SY	2,182.000	10.00	1	4.210
1030030	ASPH PAV (0"-12")	"	2,102.000	10.00	2	6.840
	, ,				3	15.000
					4	14.700
		+			5	5.770
1106001	EXCAVATION (ROADWAY)	CY	30,414.000	8.00	1 2	5.890 16.020
					3	9.000
					4	8.400
					5	9.000
1326006	EMBANKMENT (FINAL)	CY	31,775.000	8.00	1	9.000
	(DENS CONT)(TY C)				2	12.960
					3	18.000 17.000
					5	9.000
1326026	EMBANKMENT (FINAL)	CY	30,670.000	8.00	1	35.000
1320020	(DENS CONT) (TY C2)	"	30,070.000	8.00	2	23.220
					3	33.000
					4	21.200
					5	23.000
1506002	BLADING	HR	40.000	100.00	1	108.720
					2	152.100 170.000
					4	97.000
					5	250.000
1626002	BLOCK SODDING	SY	597.000	6.00	1	5.000
					2	14.190
					3	14.190
					4 5	7.400 7.000
.646001	BROADCAST SEED (PERM)	SY	499.000	0.50	1	1.000
1040001	(RURAL) (SANDY)	31	499.000	0.50	2	1.660
	(3.0.0.2)				3	1.660
					4	2.100
					5	2.000
1646035	DRILL SEEDING (PERM)	SY	182,635.000	0.20	1	0.180
	(RURAL) (CLAY)				2	0.170 0.170
					4	0.300
					5	0.240
1646041	DRILL SEEDING (TEMP)	SY	45,659.000	0.20	1	0.180
	(WARM)		,		2	0.140
					3	0.140
					4 5	0.300 0.240
1646042	DDILL CEEDING (TENAD)	- CV	45 650 000	0.20		
1646043	DRILL SEEDING (TEMP) (COOL)	SY	45,659.000	0.20	1 2	0.180 0.140
	(0001)				3	0.140
					4	0.300
					5	0.240
1686001	VEGETATIVE WATERING	MG	390.000	25.00	1	38.400
					2	17.100
					4	23.000 36.800
					5	27.260
2476057003	FL BS (CMP IN PLC)(TYE	СҮ	16,985.000	85.00	1	112.310
	GR1-2)(FNAL POS)	-			2	99.960
					3	120.000
					4 5	91.400
2756061	OSA ASAUT	700	66.5.65			105.510
2756001	CEMENT	TON	626.000	180.00	1	226.730

6 PM			lat	oulation of Bid	s for Pr	oject CC 1412
					2	248.400
					3	213.000 202.200
					4 5	202.200
2756010	CEMENT TREAT	SY	63,837.000	3.20	1	1.670
2/30010	(SUBGRADE) (8")	31	05,657.000	3.20	2	2.810
	(662611124)				3	3.000
					4	2.300
					5	3.390
3106009	PRIME COAT (MC-30)	GAL	11,660.000	4.25	1	5.560
					2	6.340
					3 4	5.180 7.300
					5	5.250
3166249002	AGGR(TY-PE GR-4 SAC-B)	CY	582.000	110.00	1	269.730
					2	140.760
					3	251.090
					4 5	162.800 262.500
2455400000	16011/10 150 00 10 10		40.000.000	5.00		
3166400002	ASPH (AC-15P OR AC-10- 2TR OR CRS-2P)	GAL	19,830.000	5.00	1 2	4.160 5.200
	ZTR OR CRO ZI)				3	3.870
					4	6.400
					5	6.300
3546021	PLANE ASPH CONC PAV(0"	SY	8,728.000	2.50	1	2.160
	TO 2")				2	2.190
					3 4	5.000 3.900
					5	2.630
3546029	PLANE ASPH CONC PAV(0"	SY	2,066.000	3.50	1	2.800
	TO 6")		_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		2	4.310
					3	8.000
					4	7.800
					5	2.700
4006005	CEM STABIL BKFL	CY	2,042.000	160.00	1 2	60.570 115.000
					3	65.000
					4	83.600
					5	150.000
4006009	CEMENT STAB BACKFILL	CY	18.000	170.00	1	59.760
	(INLET OR MH)				2	115.000
					3 4	65.000 80.900
					5	195.000
4026001	TRENCH EXCAVATION	LF	37.000	10.00	1	1.060
	PROTECTION				2	42.000
					3	1.000
					4 5	0.100 21.120
4005000	DDECTD CONC. DU (40 IN CO)		6 040 000	465.00		
4096002	PRESTR CONC PIL (18 IN SQ)	LF	6,810.000	165.00	1 2	85.560 95.000
					3	88.000
					4	91.600
					5	90.700
4166030	DRILL SHAFT (TRF SIG POLE)	LF	30.000	225.00	1	175.000
	(24 IN)				2	145.000
					3 4	175.000 152.300
					5	145.000
4166032	DRILL SHAFT (TRF SIG POLE)	LF	16.000	310.00	1	320.000
	(36 IN)				2	266.000
					3	320.000
					4 5	279.300 266.000
4166024	DDILL CHAFT (TDE CIC SCI T)		66.000	FF0.00		
4166034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	66.000	550.00	1 2	395.000 513.000
	(10 114)				3	395.000
	I	I	I		I	I

					4 5	538.700 513.000
4206013001	CL C CONC (ABUT)	CY	75.600	1,200.00	1	931.400
					2	1,250.000 1,700.000
					4	1,209.200
					5	1,388.190
4206029001	CL C CONC (CAP)	CY	120.600	1,400.00	1	1,057.990
					2	1,300.000
					3 4	1,540.000 1,334.500
					5	1,992.560
4206037001	CL C CONC (COLUMN)	CY	149.700	1,500.00	1	863.570
					2	1,150.000 1,140.000
					4	803.400
					5	1,405.760
4206043001	CL C CONC (FOOTING)	CY	151.200	1,200.00	1	960.020
					2	1,050.000 880.000
					4	807.100
					5	1,084.720
4226001	REINF CONC SLAB	SF	40,614.000	22.25	1 2	17.710
					3	21.000 25.000
					4	26.200
					5	24.870
4236001	RETAINING WALL (MSE)	SF	10,809.000	64.50	1	58.850
					2	75.000 71.000
					4	96.800
					5	113.510
4256039001	PRESTR CONC GIRDER	LF	6,104.560	200.00	1	185.170
	(TX54)				2	182.000
					3 4	199.000 200.000
					5	192.780
4326001	RIPRAP (CONC)(4 IN)	CY	20.000	475.00	1	386.960
					2	650.000
					3 4	540.000 507.900
					5	620.000
4326002	RIPRAP (CONC)(5 IN)	CY	141.000	520.00	1	386.970
					2	600.000
					3 4	527.000 475.700
					5	650.000
4326009	RIPRAP (CONC) (CL B) (4")	CY	90.000	550.00	1	533.260
					2	620.000 540.000
					3 4	534.800
					5	620.000
4326045	RIPRAP (MOW STRIP)(4 IN)	CY	49.000	580.00	1	526.880
					2	750.000
					3 4	840.000 607.900
					5	620.000
4326047	RIPRAP (MOW STRIP)(6 IN)	СҮ	30.000	580.00	1	386.960
					2	750.000
					3 4	865.000 591.500
					5	700.000
4506023001	RAIL (TY SSTR)	LF	906.900	60.00	1	58.610
					2	80.000
					3 4	69.000 67.600
					5	67.800
4506027001	RAIL (TY T80SS)	LF	1,786.000	104.00	1	63.210
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					2	105.000
					3 4	98.000 89.200
					5	117.920
4546018	SEALED EXPANSION JOINT	LF	182.000	180.00	1	185.030
4340010	(4 IN) (SEJ - M)		102.000	100.00	2	200.000
					3	213.000
					4 5	180.000 185.000
4646003001	RC PIPE (CL III)(18 IN)	LF	365.000	95.00	1 2	93.400 90.000
					3	84.000
					4	79.200
					5	79.420
4646005001	RC PIPE (CL III)(24 IN)	LF	320.000	100.00	1	120.190
					2	110.000 86.000
					4	101.000
					5	83.100
4646007001	RC PIPE (CL III)(30 IN)	LF	392.000	125.00	1	143.580
					2	150.000
					3 4	129.000 128.500
					5	93.340
4646008001	RC PIPE (CL III)(36 IN)	LF	400.000	150.00	1	215.040
101000001			100.000	130.00	2	190.000
					3	167.000
					4 5	166.400
						114.410
4656002001	MANH (COMPL)(PRM) (48IN)	EA	1.000	6,700.00	1 2	6,603.260 8,500.000
	(40114)				3	5,900.000
					4	4,205.300
					5	8,279.500
4656127001	INLET (COMPL)(PSL)(FG)	EA	1.000	6,635.00	1	7,752.240
	(4FTX4FT-3FTX3FT)				2	9,500.000 6,800.000
					3 4	4,791.400
					5	7,804.750
4656175001	INLET (COMPL)(CURB)(TY C)	EA	2.000	6,500.00	1	6,965.590
					2	8,500.000
					3	6,500.000
					4 5	5,410.900 4,914.880
4676362	SET (TY II) (18 IN) (RCP) (6:	EA	8.000	1,900.00	1	1,826.530
4070302	1) (C)		8.000	1,900.00	2	3,500.000
	' ' '				3	1,450.000
					4	2,192.600
		\vdash			5	2,357.060
4676394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EA	8.000	2,900.00	1 2	2,048.930 3,800.000
	1) (C)				3	1,900.000
					4	2,717.600
					5	2,540.190
4676422	SET (TY II) (30 IN) (RCP) (6:	EA	6.000	3,420.00	1	3,462.620
	1) (C)				2	4,500.000
					3 4	3,000.000 3,940.900
	1				5	2,707.060
	1					3,067.720
4676423	SET (TY II) (30 IN) (RCP) (6:	EA	8.000	2,900.00	1	3,007.720
4676423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	EA	8.000	2,900.00	2	5,500.000
4676423		EA	8.000	2,900.00	2 3	5,500.000 3,000.000
4676423		EA	8.000	2,900.00	2 3 4	5,500.000 3,000.000 5,067.500
	1) (P)				2 3 4 5	5,500.000 3,000.000 5,067.500 2,707.060
4676423 4676453	1) (P) SET (TY II) (36 IN) (RCP) (6:	EA EA	4.000	3,800.00	2 3 4 5	5,500.000 3,000.000 5,067.500 2,707.060 4,879.130
	1) (P)				2 3 4 5	5,500.000 3,000.000 5,067.500 2,707.060

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					4 5	7,153.900 2,957.060
4676454	SET (TY II) (36 IN) (RCP) (6:	EA	8.000	5,000.00	1	5,678.690
	1) (P)				2	5,500.000 4,000.000
					4	7,471.000
					5	2,957.060
4796002	ADJUSTING INLETS	EA	1.000	2,000.00	1	3,123.340
					2	4,500.000 1,400.000
					4	892.500
					5	7,791.880
4966002	REMOV STR (INLET)	EA	2.000	300.00	1 2	510.420 2,000.000
					3	590.000
					4	672.000
4055007	DEL 40 (CTD (DIDE)	1.5	77.000	22.00	5	862.000
4966007	REMOV STR (PIPE)	LF	77.000	22.00	1 2	17.360 35.000
					3	19.000
					4	25.200
	AAAAN ITATION	1.6	4 000	4 225 222 22	5	44.000
5006001	MOBILIZATION	LS	1.000	1,285,000.00	1 2	l ' '
					3	1,500,000.000
					4	1,500,000.000
50000000	DADDICADES SIGNS AND	1.10	40.000	2 222 22	5	1,768,000.000
5026001008	BARRICADES, SIGNS AND TRAFFIC HANDLING	МО	19.000	3,000.00	1 2	4,670.810 5,500.000
					3	3,500.000
					4 5	2,846.100
F0CC02000F	CONCEDUCTION EVITS	CV	156.000	05.00		12,929.470
5066020005	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	150.000	95.00	1 2	26.000 74.700
					3	47.700
					4 5	36.800 26.000
5066024005	CONSTRUCTION EXITS	SY	156.000	15.00	1	12.000
	(REMOVE)				2	11.260
					3 4	11.260 5.300
					5	8.000
5066038005	TEMP SEDMT CONT FENCE	LF	608.000	4.00	1	4.500
	(INSTALL)				2	7.420
					3 4	8.540 4.200
					5	4.000
5066039005	TEMP SEDMT CONT FENCE	LF	608.000	1.00	1	2.000
	(REMOVE)				2	1.620 1.620
					4	1.100
					5	1.000
5066043005	BIODEG EROSN CONT LOGS	LF	75.000	2.85	1	1.000
	(REMOVE)				2	8.310 8.310
					4	2.100
					5	2.000
5066045005	BIODEG EROSN CONT LOGS	LF	75.000	10.00	1	4.000
	(INSTL) (6")				2	3.230 3.230
					4	8.400
		_			5	8.000
5126001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	LF	2,850.000	70.00	1 2	50.140 40.820
	J.OFLJ(111)				3	40.820
					4	22.100
					5	76.970
5126009	PORT CTB (FUR & INST)	LF	440.000	38.00	1	43.690

	(LOW PROF)(TY 1)				2	50.480
					3 4	15.000 19.700
					5	101.250
5126010	PORT CTB (FUR & INST)	LF	80.000	38.00	1	104.400
	(LOW PROF)(TY 2)				2	105.840
					3	18.000
					4 5	19.700 101.250
5126033	PORT CTB (MOVE)(LOW	LF	740.000	6.00	1	3.740
3120000	PROF)(TY 1)	-	/ !0.000	0.00	2	24.800
					3	3.000
					4 5	11.300 16.260
5126034	PORT CTB (MOVE)(LOW	LF	160.000	6.00	1	11.280
3120034	PROF)(TY 2)	-	100.000	0.00	2	11.000
					3	3.000
					4 5	11.300 16.260
5126049	PORT CTB (REMOVE)(SGL	LF	3.950.000	11.00	1	77.240
3120049	SLP)(TY 1)		2,850.000	11.00	2	19.660
	^ /				3	10.000
					4	12.900
					5	8.670
5126057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	440.000	20.00	1 2	6.500 31.380
	11101)(1111)				3	14.000
					4	11.900
					5	24.610
5126058	PORT CTB (REMOVE)(LOW	LF	80.000	20.00	1	6.500
	PROF)(TY 2)				2 3	22.400 16.000
					4	11.900
					5	24.610
5146001	PERM CTB (SGL SLOPE) (TY	LF	300.000	150.00	1	75.870
	1) (42)				2 3	120.210 77.000
					4	90.300
					5	114.000
5146036	PERM CTB (TRAN SSCB TO	LF	70.000	206.00	1	445.580
	SSTR) (MOD)				2	424.060 285.000
					3 4	241.400
					5	340.000
5296008	CONC CURB & GUTTER (TY	LF	1,339.000	35.00	1	19.850
	II)				2	35.000
					3 4	21.000 46.000
					5	55.000
5306004	DRIVEWAYS (CONC)	SY	116.000	104.00	1	96.570
					2	150.000
					3 4	81.000 122.200
					5	95.000
5306005	DRIVEWAYS (ACP)	SY	1,664.000	55.00	1	74.450
					2	49.500
					3	65.000
					4 5	105.900 67.000
	·	SY	460.000	70.00	1	108.770
5316001	I CONC SIDEWALKS (4")	1	.55.555	. 5.55	2	80.000
5316001	CONC SIDEWALKS (4")				-1	
5316001	CONC SIDEWALKS (4")				3	68.000
5316001	CONC SIDEWALKS (4")				3 4	63.400
		çv	77 000	275.00	3 4 5	63.400 64.580
	CONC SIDEWALKS (4") CURB RAMPS (TY 1)	SY	77.000	275.00	3 4	63.400
5316001		SY	77.000	275.00	3 4 5	63.400 64.580 1,975.870

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					4 5	161.700 141.020
5316024	CURB RAMPS (TY 7)	SY	55.000	275.00	1 2 3 4	1,495.630 150.000 178.000 145.300
5316030	CURB RAMPS (TY 21)	SY	13.000	275.00	5 1 2 3 4 5	2,187.680 250.000 195.000 155.900 115.000
5316059	SIDEWALK CURB DRAIN TY I	EA	1.000	2,000.00	1 2 3 4 5	1,500.000 7,000.000 3,650.000 4,292.900 1,000.000
5366004	CONC DIRECTIONAL ISLAND	SY	40.000	220.00	1 2 3 4 5	76.650 200.000 115.000 67.000 526.810
5406001001	MTL W-BEAM GD FEN (TIM POST)	LF	150.000	25.00	1 2 3 4 5	638.220 36.600 27.950 38.400 27.950
5406006001	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	2.000	2,200.00	1 2 3 4 5	2,000.000 2,540.000 2,000.000 2,667.000 2,000.000
5446001	GUARDRAIL END TREATMENT (INSTALL)	EA	2.000	3,200.00	1 2 3 4 5	3,335.000 3,305.000 3,335.000 6,940.500 3,335.000
5456005	CRASH CUSH ATTEN (REMOVE)	EA	1.000	600.00	1 2 3 4 5	1,450.000 850.000 600.000 892.500 600.000
5456013	CRASH CUSH ATTEN (INSTL) (R)(N)(TL3)	EA	1.000	15,000.00	1 2 3 4 5	24,700.000 25,500.000 24,700.000 27,783.000 24,700.000
5456019	CRASH CUSH ATTEN (INSTL) (S)(N)(TL3)	EA	1.000	10,000.00	1 2 3 4 5	8,900.000 8,525.000 8,900.000 9,959.300 8,900.000
5506008	CHAIN LINK FENCE (INSTALL) (8')	LF	200.000	70.00	1 2 3 4 5	85.000 110.000 110.000 194.400 110.000
6186046	CONDT (PVC) (SCH 80) (2")	LF	190.000	10.00	1 2 3 4 5	11.500 18.170 11.500 19.100 18.170
6186047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	255.000	22.00	1 2 3 4 5	21.000 23.400 21.000 24.600 23.400
6186053	CONDT (PVC) (SCH 80) (3")	LF	160.000	15.00	1	19.000

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					2	29.000 19.000
					4	30.500
					5	29.000
6186054	CONDT (PVC) (SCH 80) (3")	LF	840.000	34.00	1	27.000
	(BORE)				2	30.000 27.000
					4	31.500
					5	30.000
6186058	CONDT (PVC) (SCH 80) (4")	LF	25.000	16.00	1	26.000
					2	37.000 26.000
					4	38.900
		\perp			5	37.000
6186059	CONDT (PVC) (SCH 80) (4")	LF	125.000	27.00	1	32.000
	(BORE)				2	43.000 32.000
					4	45.200
					5	43.000
6186071	CONDT (RM) (2") (BORE)	LF	120.000	29.00	1	35.000
					2	34.500 35.000
					4	36.200
					5	34.500
6206009	ELEC CONDR (NO.6) BARE	LF	915.000	1.60	1	2.750
					2	1.880 2.750
					4	2.000
					5	1.880
6206011	ELEC CONDR (NO.4) BARE	LF	40.000	1.58	1	3.150
					2	3.000
					3 4	3.150 3.200
					5	3.000
6206012	ELEC CONDR (NO.4)	LF	75.000	3.00	1	3.350
	INSULATED				2	3.510
					3 4	3.350 3.700
					5	3.510
6216005	TRAY CABLE (4 CONDR) (12	LF	765.000	4.63	1	2.750
	AWG)				2	3.480
					3	2.750 3.700
					5	3.480
6246010	GROUND BOX TY D	EA	6.000	1,200.00	1	1,135.000
	(162922)W/APRON				2	923.000
					3 4	1,135.000 969.200
					5	923.000
6286166	ELC SRV TY D 120/240	EA	1.000	4,000.00	1	5,365.000
	070(NS)AL(E)SP(U)				2	6,093.000
					3 4	5,365.000 6,397.700
					5	6,093.000
6446001	IN SM RD SN SUP&AM	EA	2.000	850.00	1	625.000
	TY10BWG(1)SA(P)				2	900.000
					3 4	625.000 708.800
					5	625.000
6446007	IN SM RD SN SUP&AM	EA	2.000	1,100.00	1	820.000
	TY10BWG(1)SA(U)				2	1,350.000
					3 4	820.000 1,155.000
					5	820.000
6446033	IN SM RD SN SUP&AM	EA	1.000	1,200.00	1	820.000
	TYS80(1)SA(U)			•	2	1,425.000
					3	820.000

6446035 IN SM RD SN SU TYS80(1)SA(U-2I 6446060 IN SM RD SN SU TYTWT(1)WS(P) 6446061 IN SM RD SN SU TYTWT(1)WS(T) 6446076 REMOVE SM RD SUP&AM	P&AM	EA EA	23.000 2.000 8.000	1,500.00 410.00 475.00	1 2 3 4 5 1 2 3 4 5 5 1 2 3 4 4	1,312.500 820.000 1,085.000 1,685.000 1,085.000 1,365.000 500.000 365.000 525.000 438.000 438.000
TYS80(1)SA(U-2I 6446060 IN SM RD SN SU TYTWT(1)WS(P) 6446061 IN SM RD SN SU TYTWT(1)WS(T) 6446076 REMOVE SM RD	P&AM	EA EA	23.000	410.00	2 3 4 5 1 2 3 4 5 1 2 3 4 4 5	1,685.000 1,085.000 1,365.000 1,085.000 365.000 365.000 525.000 438.000 650.000
TYTWT(1)WS(P) 6446061 IN SM RD SN SU TYTWT(1)WS(T) 6446076 REMOVE SM RD	P&AM	EA	2.000		1 2 3 4 5 1 2 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	1,365.000 1,085.000 365.000 500.000 365.000 525.000 365.000 438.000 650.000
TYTWT(1)WS(P) 6446061 IN SM RD SN SU TYTWT(1)WS(T) 6446076 REMOVE SM RD	P&AM	EA	2.000		2 3 4 5 1 2 3 4	500.000 365.000 525.000 365.000 438.000 650.000
TYTWT(1)WS(T) 6446076 REMOVE SM RD				475.00	5 1 2 3 4	365.000 438.000 650.000
TYTWT(1)WS(T) 6446076 REMOVE SM RD				475.00	2 3 4	650.000
	SN	EA	8.000		5	656.300
				100.00	1 2 3 4	438.000 50.000 80.000 50.000 115.500
6586047 INSTL OM ASSM (WC)GND	I (OM-2Y)	EA	12.000	80.00	5 1 2 3	50.000 32.000 85.000 32.000
					4 5	84.000 32.000
6626063 WK ZN PAV MRK (W)4"(SLD)	(REMOV	LF	6,006.000	0.70	1 2 3 4 5	1.750 1.000 1.000 0.900 1.000
6626075 WK ZN PAV MRK (W)24"(SLD)	(REMOV	LF	396.000	10.00	1 2 3 4 5	10.000 12.000 12.000 9.800 12.000
6626080 WK ZN PAV MRK (W)(ARROW)	(REMOV	EA	11.000	112.00	1 2 3 4 5	300.000 300.000 300.000 189.000 300.000
6626090 WK ZN PAV MRK (W)(WORD)	(REMOV	EA	11.000	114.00	1 2 3 4 5	300.000 350.000 350.000 231.000 350.000
6626095 WK ZN PAV MRK (Y)4"(SLD)	(REMOV	LF	8,656.000	0.65	1 2 3 4 5	1.750 1.000 1.000 0.900 1.000
6626109 WK ZN PAV MRK (TAB)TY W	SHT TERM	EA	1,420.000	1.50	1 2 3 4 5	1.100 1.490 1.110 1.100 1.200
6626110 WK ZN PAV MRK (TAB)TY Y	SHT TERM	EA	685.000	1.50	1 2 3 4 5	1.360 1.490 1.270 0.800 2.500
6666027007 REFL PAV MRK T (BRK)(100MIL)	Y I (W)8"	LF	16.000	1.45	1 2 3 4	2.250 3.000 3.000 1.600
6666036007 REFL PAV MRK T	Y I (W)8"	LF	650.000	1.45	5 1	3.000 1.500

l .	(SLD)(100MIL)	ı	l l		2	
	(SLD)(100MIL)				3	2.500
					4	1.400
					5	2.500
6666156007	REFL PAV MRK TY I(Y)(MED	EA	1.000	450.00	1	500.000
	NOSE)(100MIL)				2	500.000
					3	500.000
					4	525.000
					5	500.000
6666168007	REFL PAV MRK TY II (W) 4"	LF	300.000	0.65	1	2.000
	(DOT)				2	6.000
					3	6.000
					4	1.100
					5	6.000
6686076	PREFAB PAV MRK TY C (W)	LF	860.000	15.00	1	18.000
	(24") (SLD)				2	15.000
					3	15.000
					4 5	14.700
		_			5	15.000
6686077	PREFAB PAV MRK TY C (W)	EA	17.000	250.00	1	300.000
	(ARROW)				2	200.000
					3	200.000
					4 5	241.500 200.000
		-				
6686085	PREFAB PAV MRK TY C (W)	EA	5.000	275.00	1	325.000
	(WORD)				2	325.000
					3	325.000
					4 5	315.000 200.000
		-				
6686108	PREFAB PAV MRK TY C (Y)	LF	171.000	15.00	1	18.000
	(24") (SLD)				2	16.000
					3 4	16.000 17.900
					5	16.000
						-
6726007	REFL PAV MRKR TY I-C	EA	64.000	5.00	1	10.000
					2	3.000 3.000
					4	4.500
					5	3.000
6726009	REFL PAV MRKR TY II-A-A	EA	105.000	6.00	1	10.000
0720009	REFL PAV IVIKKK I I II-A-A		105.000	6.00	2	3.000
					3	3.000
					4	4.000
					5	3.000
6776001	ELIM EXT PAV MRK & MRKS	LF	5,103.000	0.50	1	0.750
0770001	(4")	"	3,103.000	0.50	2	0.250
	(,				3	0.250
					4	0.400
					5	0.250
6806002006	INSTALL HWY TRF SIG	EA	1.000	28,000.00	1	16,500.000
	(ISOLATED)		2.000	20,000.00	2	19,919.000
	,				3	16,500.000
					4	20,915.000
					5	19,919.000
6806004006	REMOVING TRAFFIC	EA	1.000	4,000.00	1	2,300.000
	SIGNALS	1		,	2	5,347.000
					3	2,300.000
		1			4	5,614.400
		<u>L</u> _			5	5,347.000
6816001	TEMP TRAF SIGNALS	EA	1.000	60,000.00	1	55,650.000
			1	•	2	34,614.000
					3	55,650.000
		1			4	36,344.700
					5	34,614.000
6826001	VEH SIG SEC (12")LED(GRN)	EA	8.000	260.00	1	250.000
		1			2	228.000
		1			3	250.000
		1				
i	1	1	ı l		l	I

		_		alation of Bia		
					4 5	239.400 228.000
6826002	VEH SIG SEC (12")LED(GRN	EA	4.000	260.00	1	250.000
	ARW)				2	228.000
					3 4	250.000 239.400
					5	239.400
6826003	VEH SIG SEC (12")LED(YEL)	EA	8.000	260.00	1	250.000
3020003	VEIT 510 5EC (12 /EED(TEE)		0.000	200.00	2	228.000
					3	250.000
					4	239.400
					5	228.000
5826004	VEH SIG SEC (12")LED(YEL	EA	8.000	260.00	1 2	259.810
	ARW)				3	228.000 250.000
					4	239.400
					5	228.000
5826005	VEH SIG SEC (12")LED(RED)	EA	8.000	260.00	1	250.000
					2	228.000
					3 4	250.000 239.400
					5	239.400
5826006	VEH SIG SEC (12")LED(RED	EA	4.000	260.00	1	250.000
3020000	ARW)		4.000	200.00	2	228.000
					3	250.000
					4	239.400
		_			5	228.000
6826018	PED SIG SEC (LED)	EA	8.000	625.00	1	650.000
	(COUNTDOWN)				2	585.000 650.000
					4	614.300
					5	585.000
826054	BACKPLATE W/REF BRDR(3	EA	8.000	100.00	1	165.000
	SEC)(VENT)ALUM				2	186.000
					3	165.000
					4 5	195.300 186.000
826055	BACKPLATE W/REF BRDR(4	EA	4.000	120.00	1	195.000
0020033	SEC)(VENT)ALUM		4.000	120.00	2	211.000
					3	195.000
					4	221.600
					5	211.000
5846007	TRF SIG CBL (TY A)(12 AWG) (2 CONDR)	LF	1,260.000	1.72	1 2	1.800
	(2 CONDR)				3	1.800 1.800
					4	1.900
					5	1.800
5846009	TRF SIG CBL (TY A)(12 AWG)	LF	1,315.000	2.30	1	2.400
	(4 CONDR)				2	2.550
					3 4	2.400 2.700
					5	2.700
	TRF SIG CBL (TY A)(12 AWG)	LF	2,390.000	3.00	1	3.050
30 10012	(7 CONDR)	-	2,330.000	3.00	2	3.450
					3	3.050
					4	3.600
		<u> </u>			5	3.450
5866043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	1.000	11,000.00	1 2	16,400.000 14,822.000
	AUNIA JEOINI				3	16,400.000
					4	15,563.100
					5	14,822.000
866059	INS TRF SIG PL AM(S)1	EA	3.000	22,000.00	1	31,650.000
	ARM(55')LUM				2	28,906.000
					3 4	31,650.000 30,351.300
					5	28,906.000
6876001	PED POLE ASSEMBLY	EA	5.000	1,850.00	1	1,500.000
70,000I	I LO I OLL ASSLIVIBLE	1-4	J.000	1,030.00	+	1,500.000

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					2	
					3	1,500.000
					4 5	1,684.200 1,604.000
5005004	DED DETECT DUGU DUTTON	-	0.000	900.00		
6886001	PED DETECT PUSH BUTTON (APS)	EA	8.000	800.00	1 2	655.000 708.000
	(AF3)				3	655.000
					4	743.400
					5	708.000
6886003	PED DETECTOR	EA	1.000	3,800.00	1	3,300.000
	CONTROLLER UNIT			2,222.22	2	3,607.000
					3	3,300.000
					4	3,787.400
					5	3,607.000
30766007	D-GR HMA TY-B SAC-B	TON	12,614.000	120.00	1	118.010
	PG70-22				2	114.120
					3	109.850
					4 5	135.100
						120.750
30766042	D-GR HMA TY-D SAC-B	TON	6,098.000	120.00	1	120.260
	PG70-22				2	122.760
					3 4	111.950 141.500
					5	129.150
20755042	D 00 110 44 TV D D070 00	701	1 0 1 5 0 0 0	110.00		
30766043	D-GR HMA TY-D PG70-22 (LEVEL-UP)	TON	1,045.000	110.00	1 2	157.350 130.500
	(LEVEL-OP)				3	146.470
					4	146.600
					5	134.400
30766066	TACK COAT	GAL	5,587.000	5.30	1	2.640
3070000	I I I I I I I I I I I I I I I I I I I	0, 12	3,507.1000	3.33	2	4.230
					3	2.460
					4	4.800
					5	3.940
60016002	PORTABLE CHANGEABLE	EA	3.000	8,000.00	1	10,590.330
	MESSAGE SIGN				2	10,000.000
					3	3,600.000
					4 5	18,129.300
						12,000.000
60586001	BBU SYSTEM (EXTERNAL	EA	1.000	8,000.00	1	6,400.000
	BATT CABINET)				2	10,212.000 6,400.000
					4	6,720.000
					5	10,212.000
61856002002	TMA (STATIONARY)	DAY	27.000	350.00	1	150.000
01830002002	TIVIA (STATIONANT)	DAI	27.000	330.00	2	223.800
					3	53.000
					4	199.500
					5	224.480
61856005002	TMA (MOBILE OPERATION)	DAY	18.000	350.00	1	1,044.670
					2	238.020
					3	175.000
					4	262.500
		 			5	345.680
62926001	RVDS(PRESENCE	EA	4.000	8,000.00	1	5,900.000
	DETECTION ONLY)	1			2	5,199.000 5,900.000
						J 5,900.000
					4 5	6,195.000
64396002	HDDM_BIR W/DET BEO	I E	508.000	۸ ٥٢	4 5	6,195.000 5,199.000
64396002	HPPM-RIB W/RET REQ	LF	508.000	0.85	4 5 1	6,195.000 5,199.000 0.950
64396002	HPPM-RIB W/RET REQ TYI(W)4"(BRK)100MIL	LF	508.000	0.85	4 5	6,195.000 5,199.000 0.950 1.000
64396002	•	LF	508.000	0.85	4 5 1 2	6,195.000 5,199.000 0.950 1.000
64396002	•	LF	508.000	0.85	4 5 1 2 3	6,195.000 5,199.000 0.950 1.000 1.000
64396002 64396004	TYI(W)4"(BRK)100MIL	LF LF		0.85	4 5 1 2 3 4 5	6,195.000 5,199.000 0.950 1.000 1.100 1.100
	•		508.000		1 2 3 4	6,195.000 5,199.000 0.950 1.000 1.100 1.000 0.950 0.650
	TYI(W)4"(BRK)100MIL HPPM-RIB W/RET REQ				4 5 1 2 3 4 5	6,195.000 5,199.000 0.950 1.000 1.000 1.100 0.950

Item-12.

					4 5	0.800 0.650
64396010	HPPM-RIB W/RET REQ TYI(Y)4"(BRK)100MIL	LF	4,944.000	0.85	1 2 3 4 5	0.950 0.800 0.800 1.100 0.800
64396012	HPPM-RIB W/RET REQ TYI(Y)4"(SLD)100MIL	LF	20,579.000	0.85	1 2 3 4 5	0.950 0.650 0.650 1.100 0.650

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CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND CONCURRING TO AWARD A CONTRACT TO JAMES CONSTRUCTION GROUP, LLC FOR WHARTON F.M. 1301 EXTENSION PROJECT – CSJ 1412-03-038 AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID RATIFICATION AND CONCURRENCE.

- **WHEREAS,** Bids were received for the F.M. 1301 Extension Project by TxDOT on October 6, 2022; and,
- **WHEREAS,** James Construction Group, LLC was deemed the best lowest qualified bidder in the amount of \$14,535,847.00; and,
- WHEREAS, The bid was approved by TxDOT and sent to the City for their official concurrence to accept James Construction Group, LLC as the lowest bidder for final contract execution; and,
- WHEREAS, Due to the need for a timely response the City Manager, Finance Director and Director of Planning & Development reviewed the bids and provided approval to TxDOT to proceed and request the City Council to ratify this concurrence; and,
- **WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to the concurrence and ratification on behalf of the City of Wharton.

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

- Section I. The Wharton City Council hereby concurs and ratifies the concurrence for the F.M. 1301 Extension Project award to James Construction Group, LLC in the amount of \$14,535,847.00 after receiving the official bids from TxDOT.
- **Section II.** That this resolution shall become effective immediately upon its passage.

By:		
_ ;	TIM BARKER	
	Mayor	

CITY OF WHARTON, TEXAS

City of Wharton Resolution No. 2022-XX Page 2 of 2

ATTEST:

PAULA FAVORS

City Secretary

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

CITY COUNCIL COMMUNICATION

	T	T	
Meeting Date:	10/24/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council ratifying and concurring to award a contract to Encino Landscape, Inc., for the Wharton Safe & Accessible Routes to School Project — CSJ 0913-09-116 and authorizing the Mayor of the City of Wharton to execute all documents related to said ratification and concurrence.
	·	•	xDOT for the construction of the Wharton Safe & bids were received as below (also attached):
1. Encino L	andscape, Inc.	\$6	64,041.50
	Construction, LLC	-	44,937.00
3. FNH Con	struction, LLC		58,192.00
4. Project A	Allied Resources, LLC	\$7	58,192.00
It was the re	ecommendation of TxDOT	to move forv	vard with the bid from Encino Landscape, Inc.
	•	•	ratify the concurrence of the award by TxDOT and & Accessible Routes to School Project.
Director of	Planning & Development,	Gwyn Teves,	will be present to answer any questions.
City Manag	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. Face		
Mayor: Tim	Barker		



City of Wharton

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

MEMORANDUM

DATE: October 18, 2022

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: Wharton Safe & Accessible Routes to School Project Bids from TxDOT

On September 7, 2022, bids were received by TxDOT for the construction of the Wharton Safe & Accessible Routes to School Project. There were 4 bids total received as below (also attached):

1.	Encino Landscape, Inc.	\$664,041.50
2.	Lucania Construction, LLC	\$744,937.00
3.	FNH Construction, LLC	\$758,192.00
4.	Project Allied Resources, LLC	\$758,192.00

It was the recommendation of TxDOT to go with the bid from Encino Landscape, Inc.

It is the request of City staff that the City Council ratify the concurrence of the award by TxDOT and proceed with the construction of the Wharton Safe & Accessible Routes to School Project.

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

Item-13.

Driver | Business | Government | Inside TxDOT | Careers

Tabulation of Bids for Project STP 2022(392)TAPS

Last Update: Thursday, October 13, 2022

Site improvements have arrived.

New interactive dashboards on TxDOT.gov make it simple for you to quickly find relevant and up-to-date information. Access them here

Need help finding something? Check out this information page for more details.

Learn more about dashboards

The Electronic State Business Daily (ESBD), the Electronic Bidding System, and the project proposal are the official sources of advertisement and bidding information for the State and Local Lettings. Bidders should bid the project using the information found therein, including any addenda. These sources take precedence over information from other sources, including TxDOT webpages, which are unofficial and intended for informational purposes only.

Text version of this page

County: WHARTON Let Date: 09/07/22

Type: CONSTRUCT PEDESTRIAN INFRASTRUCTURE Seq No: 3023

Time: 120 WORKING DAYS Project ID: STP 2022(392)TAPS

Company

 Highway: VA
 Contract #: 09223023

 Length: 1.620
 CCSJ: 0913-09-116

Limits:

Estimate

From: VARIOUS LOCATION IN CITY OF WHARTON

To: . Misc Cost:

% Over/Under

Estillate	3030,044.00	% Over/Onder		прапу			
Bidder 1	\$664,041.50	+2.15	% EN	CINO LANDS	SCAPE, INC.		
Bidder 2	\$744,937.00	+14.60	% LU	LUCANIA CONSTRUCTION LLC			
Bidder 3	\$758,192.00	+16.64	% FN	H CONSTRU	CTION, LLC		
Bidder 4	\$839,919.90	+29.21	% PRO	OJECT ALLIE	D RESOURC	ES, LLC	
Item Code	Desc	ription	Unit	Quantity	Unit Est.	Bidder	Unit Bid
1046001	REMOVING CONC	(PAV)	SY	101.000	35.00	1 2 3 4	20.000 25.000 55.000 18.700
1046017	REMOVING CONC	(DRIVEWAYS)	SY	495.000	30.00	1 2 3 4	20.000 25.000 55.000 18.700
1046022	REMOVING CONC GUTTER)	(CURB AND	LF	307.000	15.00	1 2 3 4	10.000 16.000 20.000 8.000
1056011	REMOVING STAB PAV (2"-6")	BASE AND ASPH	SY	190.000	35.00	1 2 3 4	20.000 24.000 20.000 10.300
1606005	FURNISHING AND	PLACING TOPSOIL	CY	30.000	40.00	1 2	50.000 150.000

\$650.044.00

7 AW			abulation C	DI DIUS IOI F	Project s	3 I P 2022(3
					3 4	80.000 52.000
1626002	BLOCK SODDING	SY	3,800.000	7.50	1	6.000
					2 3 4	7.500 10.000 3.660
1686001	VEGETATIVE WATERING	MG	60.000	50.00	1	20.000
					2 3 4	150.000 50.000 67.000
3516002	FLEXIBLE PAVEMENT STRUCTURE	SY	219.900	60.00	1	75.000
	REPAIR(6")				2	160.000 200.000
					4	80.000
3606016	CONC PVMT (JOINTED - CPCD) (6")	SY	33.000	100.00	1 2	190.000 275.000
					3 4	300.000 185.000
4646001001	RC PIPE (CL III)(12 IN)	LF	12.000	120.00	1	100.000 220.000
					3	85.000
5006001	MOBILIZATION	LS	1.000	60,000.00	1	340.000 50,000.000
3000001	WOBILIZATION		1.000	00,000.00	2	45,000.000
					3 4	70,000.000 84,000.000
5026001008	BARRICADES, SIGNS AND TRAFFIC	мо	8.000	3,000.00	1	5,000.000
	HANDLING				2 3	3,700.000 8,500.000
E06603800E	TEND SEDMT CONT FENCE (INSTALL)	1.5	65.000	7.00	4	5,800.000 5.000
5066038005	TEMP SEDMT CONT FENCE (INSTALL)	LF	65.000	7.00	1 2	7.000
					3 4	4.000 9.600
5066039005	TEMP SEDMT CONT FENCE	LF	65.000	3.00	1	1.000
	(REMOVE)				2 3	4.000 2.000
F06604300F	DIODEC EDOSNI CONT LOCS	LF	420,000	F 00	4	2.460
5066043005	BIODEG EROSN CONT LOGS (REMOVE)		430.000	5.00	1 2	1.000 15.000
					3 4	9.000 5.600
5066045005	BIODEG EROSN CONT LOGS (INSTL)	LF	430.000	10.00	1	8.000
	(6")				3	5.000 18.000
5296007	CONC CURB & GUTTER (TY I)	LF	11.000	55.00	1	12.000 35.000
5290007	CONC CORB & GOTTER (TYT)		11.000	33.00	2	40.000
					3 4	55.000 54.000
5296008	CONC CURB & GUTTER (TY II)	LF	104.000	55.00	1 2	40.000 40.000
					3 4	55.000 55.000
5306004	DRIVEWAYS (CONC)	SY	793.000	95.00	1	100.000
					2	115.000 105.000
					4	126.000
5316002	CONC SIDEWALKS (5")	SY	3,616.000	90.00	1 2	100.000 107.000
					3	75.000
5316018	CURB RAMPS (TY 1)	SY	54.700	200.00	1	127.000 140.000
					2	200.000
				'	3	320.000

31 AIVI			abulation C	i blus ioi r	-roject s	517 2022(3
5316019	CURB RAMPS (TY 2)	SY	45.000	300.00	1 2 3 4	140.000 200.000 320.000 195.000
5316022	CURB RAMPS (TY 5)	SY	69.400	200.00	1 2 3 4	140.000 200.000 320.000 195.000
5316024	CURB RAMPS (TY 7)	SY	30.000	275.00	1 2 3 4	140.000 200.000 320.000 195.000
5316027	CURB RAMPS (TY 10)	SY	29.000	300.00	1 2 3 4	140.000 200.000 320.000 195.000
5606007	MAILBOX INSTALL-S (WC-POST) TY 3	EA	7.000	200.00	1 2 3 4	250.000 800.000 850.000 498.000
6446071	RELOCATE SM RD SN SUP&AM TY TWT	EA	11.000	450.00	1 2 3 4	500.000 300.000 850.000 646.000
6686074	PREFAB PAV MRK TY C (W) (12") (SLD)	LF	673.000	10.00	1 2 3 4	20.000 10.000 20.000 19.700
6776005	ELIM EXT PAV MRK & MRKS (12")	LF	70.000	5.00	1 2 3 4	10.000 5.000 20.000 12.200
6776006	ELIM EXT PAV MRK & MRKS (18")	LF	74.000	5.00	1 2 3 4	10.000 6.000 20.000 15.300
61856002002	TMA (STATIONARY)	DAY	5.000	500.00	1 2 3 4	400.000 600.000 350.000 513.000

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CITY OF WHARTON RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND CONCURRING TO AWARD A CONTRACT TO ENCINO LANDSCAPE, INC. FOR THE WHARTON SAFE & ACCESSIBLE ROUTES TO SCHOOL PROJECT – CSJ 0913-09-116 AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID RATIFICATION AND CONCURRENCE.

- **WHEREAS,** Bids were received for the Wharton Safe & Accessible Routes to School Project by TxDOT on September 7, 2022; and,
- **WHEREAS,** Encino Landscape, Inc. was deemed the best lowest qualified bidder in the amount of \$664,041.50; and,
- **WHEREAS,** The bid was approved by TxDOT and sent to the City for their official concurrence; and,
- **WHEREAS,** The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to the concurrence and ratification on behalf of the City of Wharton.

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

Section I. The Wharton City Council hereby concurs and ratifies the concurrence for the Wharton Safe & Accessible Routes to School Project award to Encino Landscape, Inc. in the amount of \$664,041.50 after receiving the official bids from TxDOT.

CITY OF WHADTON TEVAS

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

	CITTOF WHARTON, TEXAS
	By:
	TIM BARKER
	Mayor
ATTEST:	
PAULA FAVORS	_
City Secretary	

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Resolution: A resolution of the Wharton City Council authorizing the submission of a letter to TXDOT Yoakum District Office regarding the City's support to retain the crossover for I-69 at the City of Wharton Airport Intersection.				
in reference Municipal A	e to the future constru	ction of U.S. neld a public n	d Wharton Office, have been in contact with the City 59/I-69 upgrades in front of the City of Wharton neeting proposing a crossover for the intersection of adjoining properties.				
	alternate locations to ma		ossover should remain at that location and not be nomic viability of the airport and future development				
The constru	uction is to be included in	the future I-6	9 upgrades and completed by TxDOT.				
	a draft copy of the approer of support and recomn		natic and the draft resolution authorizing the Staff to TxDOT.				
	Works Committee will dation for City Council co		londay, October 24, 2022, and will formulate a				
Director of Planning & Development, Gwyn Teves, will be present to answer any questions.							
City Manag	er: Joseph R. Pace		Date: Thursday, October 20, 2022				
Approval:	Joseph L. face						
Mayor: Tim	Barker						



City of Wharton

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

MEMORANDUM

DATE: October 18, 2022

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: U.S. 59/I-69 Future Design for Crossover at the Wharton Municipal

Airport

TxDOT staff in the Yoakum District Office and Wharton Office have been in contact with the City in reference the future construction of U.S. 59/I-69 upgrades in front of the City of Wharton Municipal Airport. In 2014, TxDOT held a public meeting proposing a crossover for the intersection of the Airport with a possible side road to reach the adjoining properties.

It is the staff's recommendation that the crossover should remain at that location and not be changed to alternate locations to maintain the economic viability of the airport and future development for the City.

The construction is to be included in the future I-69 upgrades and completed by TxDOT.

Attached is a draft copy of the approximate schematic and the draft resolution authorizing the staff to draft a letter of support and recommendation to TxDOT.

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 AUTHORIZING THE SUBMISSION OF A LETTER TO TXDOT YOAKUM DISTRICT OFFICE REGARDING THE CITY'S SUPPORT TO RETAIN THE CROSSOVER FOR I-69 AT THE CITY OF WHARTON AIRPORT INTERSECTION.

- WHEREAS, the Wharton City Staff was contacted by the Texas Department of Transportation (TxDOT) about the future design of the I-69 expansion project and the proposed crossover at the Wharton Municipal Airport; and,
- **WHEREAS,** the City of Wharton City Council and Staff support that the crossover should remain at that location and not be changed to alternate locations to maintain the economic viability of the airport and future development for the City; and,
- **WHEREAS,** the Texas Department of Transportation (TxDOT) is requesting the City of Wharton submit a letter and recommendation regarding the location of the crossover.

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

- Section I. The Wharton City Council hereby approves the submittal of a letter to the Texas Department of Transportation (TxDOT) Yoakum District Office supporting that the crossover should remain at that location and not be changed to alternate locations to maintain the economic viability of the airport and future development for the City.
- **Section II.** The Wharton City Council hereby authorizes the Mayor to submit the above mentioned letter on behalf of the City of Wharton.
- **Section III.** That this resolution shall become effective immediately upon its passage.

PASSED, APPROVED, and ADOPTED this 24th day of October 2022.

CITY OF WHARTON, TEXAS

	By:
	TIM BARKER
	Mayor
ATTEST:	·
PAULA FAVORS	
City Secretary	

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

CITY COUNCIL COMMUNICATION

Meeting Date:	10/24/2022	Agenda Item:	Pay Request No. 2 and Final from Underground Construction Solutions LLC for the F.M. 1301 Utility Relocation.
	ou will find Pay Request N of \$54,785.50 for the F.M		Il from Underground Construction Solutions LLC, in Relocation.
Director of I	Planning & Development, (Gwyn Teves, _'	will be present to answer any questions.
City Manage	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. Face		
Mayor: Tim	Barker		



City of Wharton

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

MEMORANDUM

DATE: October 18, 2022

FROM: Gwyneth Teves, Director of Planning & Development

TO: Honorable Mayor and City Council

SUBJECT: Recommendation for payment to Underground Construction Solutions

LLC for the FM 1301 Utility Relocation Pay Estimate No. 2 & Final –

June 28, 2022 through September 19, 2022.

The City Council awarded a contract for construction to Underground Construction Solutions LLC for the FM 1301 Utility Relocations.

Pay Estimate No. 2 has been sent and recommendation for payment by the engineer are attached.

It is my recommendation that the City Council approve the invoice in the amount of \$54,785.50 and recommend payment.

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



6330 West Loop South, Suite 150 Bellaire, Texas 77401 Tel: 713.777.5337 www.quiddity.com

September 30, 2022

Mr. Joseph Pace
City Manager
City of Wharton
120 East Caney Street
Wharton, Texas 77488

Re: Construction of FM 1301 Utility Relocation

City of Wharton

Dear Mr. Pace:

Enclosed is Progress Payment No. 2 & Final from Underground Construction Solutions, LLC. for the referenced project. The estimate is in order and we recommend payment in the amount of \$54,785.50 to Underground Construction Solutions, LLC..

Also enclosed is Construction Progress Report No. 2 & Final, which covers construction activities for the referenced project during the period of June 28, 2022 through September 19, 2022.

You will also find your copies of the Contractor's Affidavit of Bills Paid, Affidavit of Guarantee, our Certificate of Substantial Completion, and the Certificate of Acceptance. Please sign the Certificate of Substantial Completion and the Certificate of Acceptance and return to us for further processing.

Sincerely,

Brian T. Geier, PE

Burn T Decer

BTG:dvh/dme

05135-0230-01

K:\05135\05135-0230-01 FM 1301 Utility Relocation Additional Se\3 Construction Phase\Pay Estimates\Pay Estimate 05135-0230-01.xlsm

Enclosure

cc: Underground Construction Solutions, LLC.

September 30, 2022

Construction Progress Report No. 2 & Final Period June 28, 2022 to September 19, 2022

Construction of FM 1301 Utility Relocation City of Wharton

Future Bond Issue - Amount Undetermined

Contract:

A. Contractor: Underground Construction Solutions, LLC.

B. Contract Date: March 8, 2022

C. Authorization to Proceed: April 1, 2022 (61 Calendar Days)

D. Completion Date: May 31, 2022

E. Contract Time Used: 174 Calendar Days (285%)

F. Days Past Contract Completic 110 Calendar Days

G. Impact Days Requested this Pay Period: 0, Impact Days Approved this Pay Period: 0

H. Impact Days Approved to Date: 0, Change Order Days: 0

I. General

Contractor has completed the project.

II. Change Orders

Change Orders No. 1, No. 2, and Final Adjustment of Quantities Issues This Report

III. Completion Report

A.	Estimated	Cost of	this Report	

	 Contract Bid Price 	\$ 0.00
	2. Change Orders	\$ 7,390.00
	3. Total Estimated Contract Price	\$ 138,310.00
В.	Actual cost as of this Report	\$ 138,310.00
C.	Amount Retained (0% of B)	\$ 0.00
D.	Total Paid Contractor	\$ 138,310.00
E.	Estimated Cost Remaining (A.3 - B)	\$ 0.00
F.	Construction Complete (B/A.3)	100%

IV. Frequency of Observation - Periodically

V. Problems

No Problems This Report.





OWNER: City of Wharton PROGRESS PAYMENT # 2 & Final

PROJECT: Construction of FM 1301 Utility Relocation

ORIGINAL 01-Apr-22

JOB NO.: 05135-0230-01 CONTRACTOR: Underground Construction Solutions, LLC.

31-May-22 REVISED 01-Apr-22 31-May-22 28-Jun-22 19-Sep-22 THIS EST.

FROM

CONTRACT DATES

TO

CONTRA	ACTOR: Underground Construction Solutions, I	LLC.							THIS EST.	28-Jun-22	19-Sep-22
ITEM			ESTIMATED	UNIT	NIT THIS ESTIMATE PREVIOUS ESTIMATE			TOTAL TO DATE		REMARKS	
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
	Move-in and start-up, including performance and payment bonds for 100 percent (100%) of the contract amount.		1.0	\$6,500.00	0.0%	\$0.00	100.0%	\$6,500.00	100.0%	\$6,500.00	100.0%
	ROADWAY										
	Cut and restore existing pavement, as directed by Engineer.	S.Y.	28.0	\$100.00	0.0	\$0.00	20.0	\$2,000.00	2000.0%	\$2,000.00	71.4%
3	6-inch concrete curb and gutter, complete in place.	L.F.	10.0	\$100.00	0.0	\$0.00	0.0	\$0.00	0.0%	\$0.00	0.0%
	WATERLINE										
	12-inch C-900 AWWA (DR18) Class 150, waterline (including fittings, bedding, backfill and testing) by open cut, complete in place.		40.0	\$125.00	0.0	\$0.00	40.0	\$5,000.00	40.0	\$5,000.00	100.0%
	12-inch C-900 restrained joint waterline (including fittings, bedding, backfill and testing) by open cut, complete in place.		58.0	\$150.00	0.0	\$0.00	58.0	\$8,700.00	58.0	\$8,700.00	100.0%
	12-inch C-900 restrained joint waterline (including fittings, bedding, backfill and testing) with 20-inch steel casing by open cut, complete in place.		98.0	\$235.00	0.0	\$0.00	98.0	\$23,030.00	98.0	\$23,030.00	100.0%
	12-inch C-900 restrained joint waterline (including fittings, bedding, backfill and testing) by trenchless construction, complete in place.		63.0	\$125.00	0.0	\$0.00	63.0	\$7,875.00	63.0	\$7,875.00	100.0%

QUIDDITY

OWNER: City of Wharton PROGRESS PAYMENT # 2 & Final

PROJECT: Construction of FM 1301 Utility Relocation

JOB NO.: 05135-0230-01

the Engineer.

CONTRACTOR: Underground Construction Solutions, LLC.

FROM TO **ORIGINAL** 01-Apr-22 31-May-22 **REVISED** 31-May-22 01-Apr-22

CONTRACT DATES

19-Sep-22 THIS EST. 28-Jun-22 ITEM **ESTIMATED** UNIT THIS ESTIMATE PREVIOUS ESTIMATE TOTAL TO DATE REMARKS NO. DESCRIPTION UNIT QUANTITY PRICE QUANTITY **AMOUNT** QUANTITY **AMOUNT** QUANTITY **AMOUNT** 12-inch C-900 restrained joint waterline 40.0 \$300.00 0.0 \$0.00 40.0 \$12,000.00 40.0 \$12,000.00 100.0% (including fittings, bedding, backfill and testing) with 20-inch steel casing by trenchless construction, complete in place. 12" gate valve and box, bury as shown, EA. 1.0 \$4,000.00 0.0 \$0.00 1.0 \$4,000.00 1.0 \$4,000.00 100.0% (including lead), complete in place. Flushing valve, bury as shown, (including 6-1.0 \$5,500.00 0.0 \$0.00 1.0 \$5,500.00 1.0 \$5,500.00 100.0% inch lead and 6-inch gate valve), complete in place. 12-inch Plug and Clamp, complete in place 1.0 \$1,000.00 0.0 \$0.00 \$1,000.00 \$1,000.00 100.0% EA. 1.0 1.0 2-inch blowoff and box, complete in place EA. 1.0 \$1,600.00 0.5 \$800.00 0.5 \$800.00 1.0 \$1,600.00 100.0% \$4,800.00 13 12-inch wet connection, complete in place EA. 4.0 \$1,200.00 0.0 \$0.00 4.0 \$4,800.00 4.0 100.0% Remove existing 12-inch waterling, as L.F. 40.0 \$10.00 0.0 \$0.00 40.0 \$400.00 40.0 \$400.00 100.0% directed by the Engineer. 249.0 Abandon existing 12-inch waterline L.F. \$15.00 249.0 \$3,735.00 0.0 \$0.00 249.0 \$3,735.00 100.0% (grouted), as directed by the Engineer. SANITARY SEWER 8-inch sanitary sewer pipe, (6'-8' deep), 24.0 \$75.00 24.0 \$1,800.00 0.0 \$0.00 24.0 \$1,800.00 100.0% (including air testing, mandrel testing, bedding and backfill), complete in place. Sanitary sewer manhole, standard depth 2.0 \$9,000.00 2.0 \$18,000.00 0.0 \$0.00 2.0 \$18,000.00 100.0% (including vacuum testing, foundation, and cement stabilized sand backfill per detail), complete in place. 33.0 \$100.00 33.0 \$3,300.00 \$3,300.00 100.0% Cut, plug, and abandon existing 8-inch pvc L.F. 0.0 \$0.00 33.0 sanitary sewer line (grouted), as directed by



OWNER: City of Wharton PROGRESS PAYMENT # 2 & Final

PROJECT: Construction of FM 1301 Utility Relocation

JOB NO. : 05135-0230-01

CONTRACTOR: Underground Construction Solutions, LLC.

FROM TO
ORIGINAL 01-Apr-22 31-May-22
REVISED 01-Apr-22 31-May-22

REVISED 01-Apr-22 31-May-22 THIS EST. 28-Jun-22 19-Sep-22

CONTRACT DATES

ITEM	ACTOR. Onderground Construction Solutions, I		ESTIMATED	UNIT	THIS	ESTIMATE	PREVIO	US ESTIMATE	TOT	AL TO DATE	REMARKS
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
19	Remove top 4-feet of manhole and cap, as directed by the Engineer.	EA.	1.0	\$2,000.00	1.0	\$2,000.00	0.0	\$0.00	1.0	\$2,000.00	100.0%
	STORM WATER QUALITY										
20	Placement of reinforced filter fabric fence, and as directed by engineer (inc. installation, maintenance and removal).	L.F.	20.0	\$3.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0%
	Placement of inlet protection barrier, and as directed by engineer (inc. installation, maintenance and removal).	EA.	2.0	\$50.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0%
22	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including reseeding, over-seeding or watering at no separate pay.	AC.	0.1	\$5,000.00	0.1	\$500.00	0.0	\$0.00	0.1	\$500.00	100.0%
	ADDITIONAL ITEMS										
23	Trench safety system for all waterline and sanitary sewer pipe, 0-10'.	L.F.	220.0	\$1.00	20.0	\$20.00	200.0	\$200.00	220.0	\$220.00	100.0%
24	Barricades, Signs and Traffic Handling, per traffic control standards, as directed by Engineer.	MO.	2.0	\$6,000.00	1.0	\$6,000.00	1.0	\$6,000.00	2.0	\$12,000.00	100.0%
	Utility construction staking to be performed by Jones & Carter, Inc. Staking to be performed one time only. All additional staking is at the expense of the contractor.	L.S.	1.0	\$5,000.00	0.0%	\$0.00	100.0%	\$5,000.00	100.0%	\$5,000.00	100.0%

QUIDDITY

OWNER: City of Wharton PROGRESS PAYMENT # 2 & Final

PROJECT: Construction of FM 1301 Utility Relocation

JOB NO.: 05135-0230-01

CONTRACTOR: Underground Construction Solutions, LLC.

FROM TO
ORIGINAL 01-Apr-22 31-May-22
REVISED 01-Apr-22 31-May-22
THIS EST. 28 km 22 10 Sep 22

THIS EST. 28-Jun-22 19-Sep-22

CONTRACT DATES

ITEM	CTON. Onderground construction solutions, i		ESTIMATED	UNIT	ZIHT	ESTIMATE	MATE PREVIOUS ESTIMATE			TOTAL TO DATE		
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	REMARKS	
	2" long Service Reconnection	EA.	1.0	\$2,500.00	1.0	\$2,500.00	0.0	\$0.00	1.0	\$2,500.00	100.0%	
20	***Change Order No. 001***	L/ \.	1.0	72,300.00	1.0	Ψ2,500.00	0.0	φο.σσ	1.0	Ψ2,300.00	100.070	
	change order Nordor											
27	12" PVC C900	L.F.	20.0	\$125.00	20.0	\$2,500.00	0.0	\$0.00	20.0	\$2,500.00	100.0%	
	Change Order No. 001			•		, ,		,		, ,		
	ő											
28	Cap & 2" Blow Off	EA.	1.0	\$1,000.00	1.0	\$1,000.00	0.0	\$0.00	1.0	\$1,000.00	100.0%	
	Change Order No. 001											
29	12x12 Tee RJ	EA.	1.0	\$450.00	1.0	\$450.00	0.0	\$0.00	1.0	\$450.00	100.0%	
	Change Order No. 001											
20	42 45 4 01	- ^	2.0	Ć450.00	2.0	¢000.00	0.0	¢0.00	2.0	¢000.00	100.00/	
30	12" 45 deg RJ	EA.	2.0	\$450.00	2.0	\$900.00	0.0	\$0.00	2.0	\$900.00	100.0%	
	Change Order No. 001											
31	Re-Mobilization	EA.	1.0	\$1,250.00	1.0	\$1,250.00	0.0	\$0.00	1.0	\$1,250.00	100.0%	
31	***Change Order No. 002***	L/ \.	1.0	71,230.00	1.0	71,230.00	0.0	φο.σσ	1.0	71,230.00	100.070	
	G.14.1.80 G.146. 116. 662											
32	Extra excavation	C.Y.	10.0	\$25.00	10.0	\$250.00	0.0	\$0.00	10.0	\$250.00	100.0%	
	Change Order No. 002											
33	2" Cut off valve	EA.	1.0	\$250.00	1.0	\$250.00	0.0	\$0.00	1.0	\$250.00	100.0%	
	Change Order No. 002											
	Valve Box	EA.	1.0	\$250.00	1.0	\$250.00	0.0	\$0.00	1.0	\$250.00	100.0%	
	Change Order No. 002											



OWNER:	OWNER: City of Wharton PROGRESS PAYMENT # 2 & Final										
DROJECT	T: Construction of FM 1301 Utility Relocation									CONTRACT FROM	DATES TO
PROJECT	. Construction of Fivi 1301 offility Relocation	ı							ORIGINAL	01-Apr-22	31-May-22
JOB NO.	: 05135-0230-01								REVISED	01-Apr-22	31-May-22
	CTOR: Underground Construction Solution	s, LLC.							THIS EST.	28-Jun-22	19-Sep-22
ITEM	-		ESTIMATED	UNIT	THIS E	STIMATE	PREVIO	US ESTIMATE	TO	TAL TO DATE	REMARKS
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
		CHANGE ORDER PLUS/MINUS		VALUE	DAYS						
		Change	Order No. 001		\$7,350.00					\$7,350.00	
		_	Order No. 002		\$2,000.00					\$2,000.00	
			ljustment of Qu	antities	(\$1,960.00)					(\$1,960.00)	
		TOTA	TOTAL CONTRACT MODIFICATIONS							\$7,390.00	
		Subtota	I (Line Items)			\$45,505.00		\$92,805.00		\$138,310.00	
		Materia	als on Hand		_	\$0.00		\$0.00	_	\$0.00	
0	Impact Days Requested this Pay Period	Subtota	l (Materials on	Hand/Line Items)		\$45,505.00		\$92,805.00		\$138,310.00	
0	Impact Days Approved this Pay Period	Less Re	tainage (0%)		-	(\$9,280.50)		\$9,280.50	_	\$0.00	•
0	Impact Days Approved to Date	Total				\$54,785.50		\$83,524.50		\$138,310.00	
0	Change Order Days	Less Pre	evious Estimates	5						\$83,524.50	
111	Days Past Contract Completion									\$54,785.50	
285%	Complete by Time	Orig. Co	ontract Amount		\$130,920.00						
100%	Complete by Value	Contrac	t Modifications		\$7,390.00						
		Total Co	ontract Amount		\$138,310.00		ADDROVED BY C	QUIDDITY ENGINEE	ERING LLC		
		Constru	ıction Remainin	g	\$0.00		R.		·		
		Amoun	t Approved		\$54,785.50		By: Brian T. Gei	T Dec	er	_	
							Dy. Dirail I. Gel	C1, 1 L			

AFFIDAVIT

O F

BILLS PAID

STATE OF TEXAS §						
COUNTY OF HARIS §						
Before me, a Notary Public in and for the State of Texas, on this day personally appeared of UNDERGROUND CONSTRUCTION SOLUTIONS, LLC well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:						
of UNDERGROUND CONSTRUCTION SOLUTIONS, LLC and have personal knowledge of the matter stated in this affidavit. UNDERGROUND CONSTRUCTION SOLUTIONS, LLC has paid all of the labor and material costs in connection with construction for CITY OF WHARTON known as JC Job No. 05135-0230-01 Construction of FM 1301 Utility Relocation, and as of this date, there are no unpaid bills for labor performed upon, or materials or supplies delivered to or used in connection with such job.						
This affidavit is made in connection with the final payment under the contract between CITY OF WHARTON and UNDERGROUND CONSTRUCTION SOLUTIONS, LLC and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.						
DATE: 10/13/22 /ourl. Canu						
STATE OF TEXAS §						
COUNTY OF HARRIS §						
appeared, Dic ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, but the foregoing instrument and acknowledged to me that the executed the same for the purposes and consideration therein expressed.						
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of 8Ct, A.D., 2022.						
SILVIA PINEDA My Notary ID # 132060428 Expires June 21, 2023 Notary Public Signature (Notary Soal)						
(Notary Seal)						

AFFIDAVIT

O F

GUARANTEE

301111111111						
STATE OF TEXAS §						
COUNTY OF HARRIS §						
Before me, a Notary Public in and for the State of Texas, on this day personally appeared of UNDERGROUND CONSTRUCTION SOLUTIONS, LLC well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:						
of UNDERGROUND CONSTRUCTION SOLUTIONS, LLC and have personal knowledge of the matter stated in this affidavit. UNDERGROUND CONSTRUCTION SOLUTIONS, LLC does hereby give notice to the Owner, CITY OF WHARTON that work for the Owner, known as JC Job No. 05135-0230-01 Construction of FM 1301 Utility Relocation has been substantially completed. In accordance with the provisions of Article 13 Warranty and Guarantee, of the General Conditions of Agreements, UNDERGROUND CONSTRUCTION SOLUTIONS, LLC does hereby guarantee all of the work under the contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under this contract, as evidenced by the Engineer's Certificate of Substantial Completion.						
This affidavit is made in connection with the final payment under the contract between CITY OF WHARTON and UNDERGROUND CONSTRUCTION SOLUTIONS, LLC and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit. DATE: U/13/22						
STATE OF TEXAS §						
COUNTY OF HARRIS §						
BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, known to me to be the person whose name subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.						
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of, A.D., 2022.						
SILVIA PINEDA My Notary ID # 132060428 Expires June 21, 2023 (Notary Seal)						



Owner: City of Wharton

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Wharton		Engineer: Brian T. Geier, PE							
Project: FM 1301 Utility Relocation		Engineer's Project No.: 05135-0230-01							
Contractor: Underground Construct	tion Solutions, LLC	Completion Date: September 19, 2022							
This Final Certificate of Substantia	Completion applies to:								
⊠All Work	oxtimes All Work $oxtimes$ The following specified portions of								
The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.									
The date of Substantial Completion in of the contractual correction period a	The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.								
The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:									
Amendments to Owner's responsibili	ties: 🛛 None	☐ As follows							
Amendments to Contractor's respons	sibilities: 🛛 None	☐ As follows:							
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not release of the Contractor's obligation to complete the Work in accordance with the Contract and does not varrant or imply a warranty of the Contractor's materials or workmanship.									
EXECUTED BY ENGINEER:	ACKNOWLEDGED:	ACKNOWL	EDGED:						
Burn T <u>Decer</u> Authorized signature)	Owner (Authorized Signat Title: Date:	(/	(Authorized Signature)						
			, 0,00						

CERTIFICATE OF ACCEPTANCE

Mr. Juan Zamora Underground Construction Solutions, LLC 5535 Memorial Drive #1212 Houston, Texas 77007

Re: Construction of FM 1301 Utility Relocation

City of Wharton

JC Job No. 05135-0230-01

Dear Mr. Zamora:

This is to certify that **the City of Wharton** accepts the subject project on the basis of the Certificate of Substantial Completion issued by our engineers, Quiddity Engineering, LLC, and understand that a guarantee shall cover a period of one (1) year beginning September 19, 2022.

City of Wharton							
Ву:				_			
Date:							

FM 1301 UTILITY RELOCATION
Underground Construction Solutions LLC
5535 Memorial Dr. #1212 Houston, TX 77007

Invoice/pay app No. 2-Final

05135-0230-01

9/19/2022

City of Wharton 120 East Caney St. Wharton, TX 77488

				Color House	918				233		7.32
Item							Quantity this				%
no.	Description	QTY	Units	Rate	Tot	al Amount	Estimate	Quantity to Date	To	tal to Date	Complete
1	Move-in and start-up, including performance and										
	payment bonds for 100 percent (100%) of the contract amount.	1	LS								
	contract unburt.	l '	-0								
				\$ 6,500.00	\$	6,500.00	0	1	\$	6,500.00	100%
2	Cut and restore existing pavement, as directed by Engineer.	28	SY								
	Lighteer.			\$ 100.00	\$	2,800.00	0	20	\$	2,000.00	71%
3	6-inch concrete curb and gutter, complete in place.	10	LF								
				\$ 100.00	٦	1,000.00	0	0	١,		0%
4	12-inch C-900 AWWA (DR18) Class 150,	40	LF	\$ 100.00	3	1,000.00	U	U	\$		0%
•	waterline (including fittings, bedding, backfill and										
<u> </u>	testing) by open cut, complete in place. 12-inch C-900 restrained joint waterline (including	58	LF	\$ 125.00	\$	5,000.00	0	40	\$	5,000.00	100%
3	fittings, bedding, backfill and testing) by open cut,	30	-								
	complete in place.		LF	\$ 150.00	\$	8,700.00	0	58	\$	8,700.00	100%
6	12-inch C-900 restrained joint waterline (including fittings, bedding, backfill and testing) with 20-inch	98	LF								
	steel casing by open cut, complete in place.		<u> </u>	\$ 235.00	\$	23,030.00	0	98	\$	23,030.00	100%
7	12-inch C-900 restrained joint waterline (including fittings, bedding, backfill and testing) by trenchless	63	LF								
	construction, complete in place.			\$ 125.00	\$	7,875.00	0	63	\$	7,875.00	100%
8	12-inch C-900 restrained joint waterline (including	40	LF								
	fittings, bedding, backfill and testing) with 20-inch steel casing by trenchless construction, complete in										
	place.			\$ 300.00	5	12,000.00	0	40	\$	12,000.00	100%
9	12" gate valve and box, bury as shown, (including	1	EA		Ť	12,000.00			Ť	12,000.00	10070
	lead), complete in place.			\$ 4,000.00	\$	4.000.00	0	1	\$	4,000.00	100%
10	Flushing valve, bury as shown, (including 6-inch	1	EA	Ψ 4,000.00	7	4,000.00			1	4,000.00	100%
	lead and 6-inch gate valve), complete in place.			\$ 5,500.00	\$	5,500.00	0	1	\$	F F00 00	100%
11	12-inch Plug and Clamp, complete in place	1 1	EA	Ψ 0,000.00	3	3,300.00	0	1	13	5,500.00	100%
	and the state of t			6 4 000 00	_	4 000 00					1000
12	2-inch blowoff and box, complete in place	1	EA	\$ 1,000.00	\$	1,000.00	0	1	\$	1,000.00	100%
12	2 men blowen and box, complete in place		'								
12	12 inch wat connection, complete in place	4	EA	\$ 1,600.00	\$	1,600.00	0.5	1	\$	1,600.00	100%
13	12-inch wet connection, complete in place	4	EA								
			<u> </u>	\$ 1,200.00	\$	4,800.00	0	4	\$	4,800.00	100%
14	Remove existing 12-inch waterling, as directed by the Engineer.	40	LF								
				\$ 10.00	\$	400.00	0	40	\$	400.00	100%
15	Abandon existing 12-inch waterline (grouted), as directed by the Engineer.	249	LF								
	directed by the Engineer.			\$ 15.00	\$	3,735.00	249	249	\$	3,735.00	100%
16	8-inch sanitary sewer pipe, (6'-8' deep), (including	24	LF								
	air testing, mandrel testing, bedding and backfill), complete in place.			\$ 75.00	\$	1,800.00	24	24	\$	1,800.00	100%
17	Sanitary sewer manhole, standard depth (including	2	EA		Ĺ				Ť		
	vacuum testing, foundation, and cement stabilized sand backfill per detail), complete in place.			\$ 9,000.00	S	18,000.00	2	2	\$	18,000.00	100%
18	Cut, plug, and abandon existing 8-inch pvc sanitary	33	LF		Ť	20,000.00		***************************************	Ť	10,000.00	200/0
	sewer line (grouted), as directed by the Engineer.			\$ 100.00	\$	3,300.00	33	22	ے	2 200 00	1000/
19	Remove top 4-feet of manhole and cap, as directed	1 1	EA	¥ 100.00	3	3,300.00	33	33	\$	3,300.00	100%
	by the Engineer.	'		e 2000.00	ـ ا	2.002.07			۱,		40
20	Placement of reinforced filter fabric fence, and as	20	LF	\$ 2,000.00	\$	2,000.00	11	1	\$	2,000.00	100%
20	directed by engineer (inc. installation, maintenance	20	-								
	and removal).		<u></u>	\$ 3.00	\$	60.00	0	0	\$	-	0%

21	Placement of inlet protection barrier, and as directed by engineer (inc. installation, maintenance and removal).	2	EA	\$	50.00	\$	100.00	0	0	\$	-	0%
22	Hydro-mulch seeding of rights-of-way and adjacent Easements (less pavement area). Contractor to ensure growth of vegetation by whatever means necessary, including re-seeding, over-seeding or watering at no separate pay.	0.1	AC	\$ 5	5,000.00	\$	500.00	0.1	0.1	\$	500.00	100%
23	Trench safety system for all waterline and sanitary sewer pipe, 0-10'.	220	LF	\$	1.00		220.00	20	220	\$	220.00	100%
24	Barricades, Signs and Traffic Handling, per traffic control standards, as directed by Engineer.	2	МО	\$ 6	5,000.00	\$	12,000.00	1	2	\$	12,000.00	100%
25	Utility construction staking to be performed by Jones & Carter, Inc. Staking to be performed one time only. All additional staking is at the expense of the contractor.	1	LS	\$ 5	5,000.00	\$	5,000.00	0	1	\$	5,000.00	100%
26	CO#1	1	LS	\$ 7	7,350.00	Ś	7,350.00	1	1	\$	7,350.00	100%
27	CO#2	1	LS			Ť	7,000.00			Ť	7,550.00	10070
				\$ 2	2,000.00	\$	2,000.00	1	1	\$	2,000.00	100%
\$ 130,920.00 Subtotal: \$ 138,310.									138,310.00			
UCS: Want Cameric 9/19/22 Retainage(0%) \$ - Less Previous												
UCS: Villan (allow C 4/14/22) Less Previous Payment \$ 83,524.50												
1 C:_									Total:	\$	54,785.50	

WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

THE STATE OF VEXAS
COUNTY OF Harris
The undersigned contracted with
Project Name: 4m 1301 Utility Lelocation
Project Number:
In consideration of Pay Estimate NoAND FINAL in the amount of(\$ 54,785 B) and other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.
Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained. Executed this
By Canon
Title
THE STATE OF TEXAS COUNTY OF
BEFORE ME, The undersigned authority, on this day personally appeared of loss lee whose
name is subscribed to the foregoing instrument, and acknowledged to me that the executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 1910 day of September 2077
MY COMMISSION EXPIRES: 6-21-23 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SILVIA PINEDA My Notary ID # 132060428 Expires June 21, 2023 City of Wharton 120 E. Caney Street Wharton, TX 77488

CITY COUNCIL COMMUNICATION

Meeting	10/24/2022	Agenda	Update of City of Wharton Grant Programs.
Date:		Item:	
Date: Attached is		Item: from Director	of Planning & Development, Gwyn Teves, providing
City Manage	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. Face		
Mayor: Tim	Rarker		

120 E. Caney Street ° Wharton, TX 77488



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

MEMORANDUM

Date: October 18, 2022

From: Gwyneth Teves, Director of Planning & Development

To: Honorable Mayor and City Councilmembers

Paul Webb, City Attorney

Subject: Status of City of Wharton Grant Projects Report No. 2022-10

Below, I have outlined a report on the status of the City of Wharton Grant Projects:

I. GRANT PROJECTS

Infrastructure/Construction:

1. 2021 TxCDBG DRP/MS – Downtown Sidewalk Improvements

City staff in conjunction with GrantWorks, Inc. and KSA Engineering submitted an application of up to \$350,000 for downtown sidewalk renovations/additions. Contract execution with Texas Department of Agriculture (TDA) has been completed and pending project kick off meeting.

2. Santa Fe Channel Outfall Improvements

City staff has been working with USACE for emergency repairs and funding to make repairs to the outfall channel. Work has been completed and final walk through performed. Ribbon cutting ceremony pending week of November 7th.

3. CDBG-DR – Infrastructure

Method of Distribution approved by GLO and HUD. City has received an award of \$1,650,172.00 for infrastructure projects related to Hurricane Harvey. A 2-year project extension request has been approved by the GLO and staff is waiting on a USACE permit determination to begin acquisition and construction.

4. 2019-2020 CDBG – South East Ave. Sanitary Sewer Repairs

City has received funding and has finalized agreement and completed kick-off meeting with Tx Dept. of Agriculture. Phase 1 of the project is being completed using CIPP (cast in place pipe) work. Phase 2 of the project will begin in the next month with a possible addition to the scope due to still having funds available.

5. City of Wharton Flood Reduction Project – The Lower Colorado River Basin Phase I, Texas WHARTON FLOOD RISK MANAGEMENT PROJECT

The City of Wharton was notified that the Flood Reduction Project was funded in the early part of 2018. HDR was selected by the City Council for acquisition services.

Phase 2 currently under design at 35%. Cost Control Board (CCB) for Phase 2 funding

will be completed tentatively Mid-February 2023.

Acquisitions for Phase 1 have been completed. City utility relocations have been completed. Phase 2 acquisitions are anticipated to be authorized to proceed late 2022, early 2023.

Phase 1 construction was awarded May 2022, but due to complications the award was terminated and will be rebid in Mid-December 2022. USACE now anticipates the new award to happen April 2023.

6. TxDOT - Safe Routes to School

The City staff was notified of award for this project April 30, 2021. Kickoff meeting with TxDOT occurred June 29th. 100% design provided to TxDOT for review and property owners notified of the project. Project was let for construction at beginning of September and came in with a bid at \$664,041.50. Contracts are in the process of being completed through TxDot with the contractor and utilities are being coordinated for relocation.

7. 2023 TWDB Clean Water State Revolving Fund (CWSRF) – Mayfair/Linwood Waterline Replacement

The City has a history of high water loss and frequent leaks/outages in a number of areas that still have old 2" waterlines. These lines are also too small to provide any fire protection or allow the City to place fire hydrants in these older subdivisions. After completion of planning, environmental, and design the City intends to replace the 2" steel waterlines with 8" PVC waterlines improving water quality, reducing leaks/outages, and providing fire protection. Project Information Form submitted March 3, 2022.

8. 2023 TWDB Drinking Water State Revolving Fund (DWSRF) - Waste Water Treatment Plant 1 (WWTP 1) Replacement & Rehabilitation

Replacement and rehabilitation of components of WWTP 1 that have exceeded design service life to avoid possible eventual contamination of the Colorado River. Project Information Form submitted March 3, 2022.

9. 2022CDBG-MIT COG-MOD

City of Wharton was allotted \$4,360,800.00 through the HGAC Method of Distribution (MOD). City staff is currently in process of procuring administration and engineering services for application submission for the deadline of January 9, 2023.

Housing:

10. CDBG-DR - Buyouts/Acquisitions

Method of Distribution approved by GLO and HUD. City has received an award of \$1,693,784.00 for buyout/acquisition projects related to Hurricane Harvey. The guidelines have been approved by the GLO and no public comment was received during the required posting period. Intake meetings continue with property owners and GrantWorks. Negotiations are ongoing with the property owner.

11. 2016 CDBG-DR - Housing Elevation/Reconstruction

Notification of \$2,000,000 funding was received February 4, 2019. 3 applications have been approved and are in home build selection phase. City issued notice of grant in utility billing, resulting in 12 new inquiries and a new total of 5 applicants, v

Page 230

Item-16.

overall program applicant withdrawals. Construction completed on 2 homes May 20 with 1 to begin December 2021. City staff received a 1-year extension on the grant funding in order to complete construction and allow any additional possible applicants to expend the funds. Applicants are still in processing, to date 3 homes have been completed.

Disaster Recovery (non-infrastructure or housing):

12. HMGP – Critical Facility Generators

The City received notification of award by TDEM 02/18/2020. Kick-off meeting conducted with TEDM on August 6th, 2020. Site preparation being performed by contractor for generator pads and gas lines.

13. 2021 American Rescue Plan - Coronavirus State and Local Fiscal Recovery Funds

Local governments will receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered approximately 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021. Public Management was contracted to administer the funds and required reporting. MyGov software has been installed and is being implemented as of August 15, 2022. WWTP #1 Coarse Screen was bid for construction and work to begin October 2022.

II. STUDIES:

14. TWDB – Internal Drainage Study and Drainage Improvements

Application submitted under the TWDB Flood Infrastructure Fund to study flood risks inside the City Limits and ETJ and move forward with the most critical projects in Phase 1. The application is being reviewed by TWDB and one RFI has been completed. The project was approved by TWDB on July 7th, 2021, for funding. City Council has procured Langford Community Management Services for Administration and Jones & Carter Engineering to complete the project. A kickoff meeting was held on March 10, 2022. Surveying for the project is currently underway.

III. OTHER PROJECTS & EVENTS:

15. FM 1301 Extension

All parcels have been acquired and City staff is currently working with the City attorney to voluntarily annex the property. City staff is also working with TxDOT to coordinate the transfer of ROW and construction of the roadway. Letting completed in early October 2022 and contracts with TxDOT are pending.

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

CITY COUNCIL COMMUNICATION

Meeting	10/24/2022	Agenda	Update of City of Wharton on-going Projects.
Date:		Item:	
Date: Attached is		Item:	n update on the City of Wharton current projects as
City Manage	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. Face		
Mayor: Tim	Rarker		



City of Wharton

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

MEMORANDUM

Date: October 7, 2022

From: Joseph R. Pace, City Manager

To: Honorable Mayor and City Councilmembers

City Attorney, Paul Webb

Subject: Status of City of Wharton Projects

Report No. 2022-09

Below, I have outlined a report on the status of the City of Wharton Projects:

FLOOD REDUCTION (LEVEE) PROJECT:

The U.S. Army Corp of Engineers (USACE) Lower Colorado River Phase I Report - City of Wharton Flood Prevention Project and Recommended report is located at the Wharton County Library and the office of the City of Wharton City Secretary for viewing or the report may be viewed on line at http://www.cityofwharton.com/information-a-notices/lcrb-feasibility-study. The Project Participation Agreement (PPA) has been executed. The City has hired HDR for Right-of-Way Acquisition and Jones & Carter for City and private company utility relocations. The City has acquired all properties for the project. Utility relocations for City utilities is near completion and all private utilities have been relocated or abandoned. All asbestos abatement has been completed. Phase 1 was awarded on May 27th, but due to a complication the award was terminated, and the project will need to be rebid. USACE is currently anticipating going back out for procurement in November 2022 with an anticipated award in April 2023. Phase II Acquisition is tentatively anticipated to be authorized by end of December 2022. Phase I Public Engagement meeting to be held October 17th at the Civic Center. USACE will be present to speak about the current status of the project.

DRAINAGE:

1. Stavena Addition Drainage Project.

The design and construction plans are complete. The project is one of the construction projects to be funded with the Texas Water Development Board (TWDB) Flood Infrastructure Fund Program for partial assistance.

2. Ahldag Ditch Improvement.

The project was approved by the City Council. The ditch improvements were proposed under the Texas General Land Office (GLO) Infrastructure Grant Program. The staff is currently working with an appraiser for ROW acquisition. The project is also listed as one of the construction projects to be funded with the Texas Water Development Board (TWDB) Flood Infrastructure Fund Program for partial assistance. Project has currently been delayed due to environmental concerns with USACE permitting for jurisdictional waters.

3. On-going Drainage and Maintenance Program.

The Public Works Department has continued working on cleaning residential drainage ditches that have experienced poor drainage.

4. Pecan Acres (Mahan, Kinkaid, Delmas) Drainage Project.

Installation of the drainage pipes was completed. The City Public Works Department will be regrading ditches to improve the drainage in the area. The project is listed as one of the construction projects to be funded with the Texas Water Development Board (TWDB) Flood Infrastructure Fund Program for partial assistance.

WATER/SEWER IMPROVEMENTS:

1. On-going Water and Sewer Maintenance Program.

Water leaks and sewer failures are still being seen in the month of September.

2. Water Well and Water Plant Project – CR 222 (Halford).

Monthly progress meetings are being held. Well drilling complete and pump being installed and set in October pending electrical service connection by CenterPoint. Ground storage tank construction complete. Plant construction still in progress.

STREET IMPROVEMENTS:

1. FM 1301 Extension and Overpass Project Progress Report.

IDC Inc. has submitted to TxDOT Yoakum District Office all required plans for the project. ROW is in process of being turned over to TxDOT for construction letting in October 2022.

2. I-69 Project.

The City submitted the comments as approved by the City Council to TxDOT. TxDOT has informed the City that CivilCorp engineering has begun design and the City is involved in regular coordination meetings. City staff is coordinating with Quiddity Engineering on utility relocations of water and sewer lines along I-69 that will be impacted by the expansion. 3 easements will have to be acquired by City Staff to replace existing easements on US59 to relocate the existing sanitary sewer facilities. City Staff is working with TxDot and Quiddity to compose a reimbursement agreement to be brought to the City Council.

3. NanYa Exit Ramp Project.

TxDOT has been coordinating with NanYa and JM Eagle on the exit design. As of last coordination meeting the ramp has been implemented in the design with a turnaround under the FM 102 overpass to allow for easy access to the retail area on the alternate side of the Interstate.

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

CITY COUNCIL COMMUNICATION

Meeting	10/24/2022	Agenda	Appointments, Resignations and Vacancies to the
Date:		Item:	City of Wharton Boards, Commissions and
			Committees:
			A. Appointments.
			B. Resignations.
			C. Vacancies.
Appointme Resignation Vacancies: 1. Buil 2. Plur	nts: None. nts: None. ns: None. ding Standards Commission mbing and Mechanical Boa	that also nee	ng on the various City Boards, Commissions and ed to be filled.
City Manage	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	Joseph R. Face		
Mayor: Tim	Barker		

CITY OF WHARTON BOARDS, COMMISSIONS AND COMMITTEES

WHARTON REGIONAL AIRPORT BOARD	TWO YEAR TERM	Reappointment
Jimmy Gardner	June 30, 2023	
Randy Rodriguez	June 30, 2023	
Bill Kingrey	June 30, 2023	
Larry David	June 30, 2024	
Jimmy Zissa	June 30, 2024	
Glenn Erdelt	June 30, 2024	
BEAUTIFICATION COMMISSION	TWO YEAR TERM	Reappointment
Nancy Mata	June 30, 2024	
Lucy Cruz Alanis	June 30, 2024	
Rachel Roberson	June 30, 2024	
Stephanie Konvicka	June 30, 2023	
Adraylle Watson	June 30, 2023	
Debbie Folks	June 30, 2023	
Kenneth Dimmick	June 30, 2023	
BUILDING STANDARDS COMMISSION	TWO YEAR TERM	Reappointment
Leonard Morales	June 30, 2023	
Burnell Neal	June 30, 2023	
Vacant	June 30, 2023	
Paul Shannon	June 30, 2023	
Vacant	June 30, 2024	
Howard Singleton	June 30, 2024	
Vacant	June 30, 2024	
Ronnie Bollom, Building Official - ExOfficio		
Jeff Gubbels - Health Officer-ExOfficio		
Hector Hernandez-Fire Marshall-ExOfficio		
ELECTRICAL BOARD	TWO YEAR TERM	Reappointment
Councilmember Clifford Jackson	June 30, 2023	
Zac Henson	June 30, 2023	
Philip Hamlin	June 30, 2024	
Milton Barbee	June 30, 2024	
Hector Hernandez- Fire Marshal		
HOLIDAY LIGHT DECORATING CHAIRMAN	TWO YEAR TERM	Reappointment
Tim Barker	June 30, 2024	
MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES	TWO YEAR TERM	Reappointment
Johnnie Gonzalez	June 30, 2024	

Faye Evans	June 30, 2024	
Rebekah Kirschke	June 30, 2024	
Adraylle Watson	June 30, 2023	
Marilyn Sebesta	June 30, 2023	
Sandy Wilkins	June 30, 2023	
Cheryl Lavergne	June 30, 2023	
Mayor Tim Barker- Ex Officio		
HEALTH OFFICER	TWO YEAR TERM	Reappointment
Dr. Jeff Gubbels, MD	June 30, 2024	
VETERINARIAN	TWO YEAR TERM	Reappointment
Dr. Cody Pohler, DVM	June 30, 2024	
MUNICIPAL COURT JUDGE	TWO YEAR TERM	Reappointment
Jared Cullar	June 30, 2023	
PLANNING COMMISSION	TWO YEAR TERM	Reappointment
Burnell Neal	June 30, 2023	
Rob Kolacny	June 30, 2023	
Michael Quinn	June 30, 2023	
Marshall Francis	June 30, 2024	
Adraylle Watson	June 30, 2024	
Michael Wootton	June 30, 2024	
Joel Williams	June 30, 2024	
PLUMBING AND MECHANICAL BOARD	TWO YEAR TERM	Reappointment
A. J. Rath	June 30, 2024	
Tom Faust	June 30, 2023	
Vacant	June 30, 2024	
Robert Sanchez	June 30, 2023	
Vacant	June 30, 2024	
Ronnie Bollom, Building Official - ExOfficio		
Public Works Director Anthony Arcidiacono- Ex Officio		
Mayor Tim Barker - Ex Officio		
WHARTON ECONOMIC DEVELOPMENT CORPORATION	TWO YEAR TERM	Reappointment
Michael Wootton	September 30, 2024	
Alice Heard Roberts	September 30, 2024	
Freddie Pekar	September 30, 2024	
Clifford Jackson (Councilmember)	September 30, 2024	
Russell Machann- (Councilmember)	September 30, 2023	
Andrew Armour	September 30, 2023	
Michael Roberson	September 30, 2023	

CITY COUNCIL COMMITTEES - Renew June 30th of Each Year ANNEXATION COMMITTEE Tim Barker Russell Machann Don Mueller FINANCE COMMITTEE Russell Machann Larry Pittman Tim Barker HOUSING COMMITTEE Terry Freese Russell Machann Clifford Jackson INTERGOVERNMENTAL RELATIONS COMMITTEE Terry Freese Tim Barker Larry Pittman LEGISLATIVE COMMITTEE Tim Barker Larry Pittman Steven Schneider PUBLIC HEALTH COMMITTEE Terry Freese Larry Pittman Russell Machann PUBLIC SAFETY COMMITTEE Larry Pittman Terry Freese Don Mueller PUBLIC WORKS COMMITTEE Terry Freese Don Mueller Clifford Jackson TELECOMMUNICATONS COMMITTEE Clifford Jackson Terry Freese Don Mueller WHARTON ECONOMIC DEVELOPMENT CORP BOARD OF DIRECTORS SELECTION COMMITTEE

Tim Barker

Steven Schneider

Clifford Jackson

ECONOMIC DEVELOPMENT COMITTEE

Tim Barker

Clifford Jackson

Russell Machann

PARKS AND RECREATION COMMITTEE

Steven Schneider

Russell Machann

Terry Freese

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

CITY COUNCIL COMMUNICATION

N 4 = = 1 · · ·	40/24/2022	A1 -	City Managed a Device to
Meeting	10/24/2022	Agenda	City Manager's Reports:
Date:		Item:	A. City Secretary/Personnel.
			B. Code Enforcement.
			C. Community Services Department/Civic Center.
			D. Emergency Management.
			E. E. M. S. Department.
			F. Facilities Maintenance Department/Wharton
			Municipal Pool.
			G. Fire Department.
			H. Fire Marshal.
			I. Legal Department.
			J. Municipal Court.
			K. Police Department.
			L. Public Works Department.
			M. Water/Sewer Department.
			N. Weedy Lots/Sign Ordinance.
			O. Wharton Regional Airport.
City Manag	er: Joseph R. Pace		Date: Thursday, October 20, 2022
Approval:	1 :5:5:		Dute. Marsady, October 20, 2022
	posph K. face		
Mayor: Tim	Barker		



City of Wharton

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

MEMORANDUM

Date: October 18, 2022

From: Paula Favors, TRMC, City Secretary

To: Joseph R. Pace, City Manager

Subject: September 2022 Monthly Personnel Report

HIRED

There were not any new hires in the month of September 2022.

PROMOTION

There were not any promotions in the month of September 2022.

TERMINATION

There were not any separations from employment in the month of September 2022.

INCREASE IN WAGES

There were not any increases in wages in the month of September 2022.

If you have any questions, please contact me at City Hall. Thank you.

PROJECT ISSUE DATE NAME

PROJECT VALUATION AND FEE REPORT PAGE: 1 PROJECTS: 0 -ZZZZZZZZZZZ

LOCATION CONTRACTOR DESCRIPTION

APPLIED DATES: 9/01/2022 THRU 9/30/2022

ISSUED DATES: 0/00/0000 THRU 99/99/9999 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

				CONTINACTOR		
SEGMENT		DESCRIPTION	BUILDING CODE	SEG. CONT.		FEE
	0.404.40000		450.			
2200772 MOW	9/01/2022	REYTOR, ALIEN RAMIREZ MOWING	1524 CONNIE	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
2200773	9/01/2022	URBAN GEM PARTNERS LLC	1524 CONNIE	OWNER	WEEDY LOT	MOW
MOW	9/01/2022	MOWING		OWNER	0.00	0.00
2200774 MOW	9/01/2022 9/01/2022	BROWN, PATRICIA P MOWING	301 N SHEPPARD	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
2200775	9/01/2022	GERRY WILLIAMS & MAXINE FIS	905 SPANISH CAMP	OWNER	WEEDY LOT	MOW
MOW	9/01/2022	MOWING		OWNER	0.00	0.00
2200776 MEC			300 W BURLESON 800 - MECHANICAL PERMITS			MEC 125.00
2200777	9/02/2022	SINGLETON, HOWARD H	314 N RESIDENT	PAGUINAGA	INSTALL 4 BATHROOM FIXTURES	PLB
PLB	9/02/2022	PLUMBING PERMIT	900 - PLUMBING PERMITS	PAGUINAGA	0.00	95.00
2200778 MOW	9/02/2022 10/11/2022	WONG, JONATHAN T MOWING	414 W CANEY	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
2200779 PLB			223 LINN 900 - PLUMBING PERMITS		INSTALL TEN FIXTURES IN HOU 0.00	PLB 75.00
			314 N RESIDENT 300 - BUILDING-ELECTRICAL		INSTALL FIXTURES & SWITCHES 0.00	BLD-ER 62.00
2200782 MOW	9/06/2022 9/06/2022	TOMAS B GARCIA & L BENITEZ MOWING	1224 N FULTON	OWNER OWNER	MOWING 0.00	MOW 0.00
2200783 MOW	9/06/2022 9/06/2022	JOHNSON, JAYMES K MOWING	216 S CLOUD	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
2200784 MOW	9/06/2022 9/06/2022	EMERSON HEIGHTS LLC MOWING	521 W MILAM	OWNER OWNER	MOWING 0.00	MOW 0.00
2200785 MOW	9/06/2022 9/06/2022	FRUGE, CAMELLIA G MOWING	305 MOUTRAY	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
2200787 MEC			1 TIGER AVENUE 800 - MECHANICAL PERMITS			MEC 1,505.00
2200788		KLEAS, GLENN			REMOVE/REPLACE SOFT & BOARD	·
BPR	9/07/2022	BUILDING RESID. PERMIT	435 - RESIDENTIAL REMODELS	BMARTINEZ	4,500.00	58.00

Item-19.

PROJ TYPE

PROJECT VALUATION AND FEE REPORT

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 9/01/2022 THRU 9/30/2022

ISSUED DATES: 0/00/0000 THRU 99/99/9999 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT ISSUE DATE NAME LOCATION CONTRACTOR DESCRIPTION PROJ TYPE SEG. CONT. VALUATION SEGMENT SEGMENT DT DESCRIPTION BUILDING CODE FEE 2200790 9/08/2022 PESNANI, RAHIM 2825 GOLF CREST OWNER WEEDY LOT MOW 9/08/2022 MOWING 0.00 MOW OWNER 0.00 2200791 9/08/2022 SILVAS, GEORGE 2827 GOLF CREST DR OWNER WEEDY LOT MOW 0.00 9/08/2022 MOWING OWNER 0.00 2200792 9/08/2022 SILVAS, GEORGE & STACEY 0001 GOLF CREST DR OWNER WEEDY LOT MOW 9/08/2022 MOWING OWNER 0.00 0.00 2200793 9/08/2022 MOTPEILER TEXAS FAMILY TR 3413 FAIRWAY DR OWNER WEEDY LOT MOW 9/08/2022 MOWING OWNER 0.00 0.00 10314 US 59 HWY D & E MVENCES 2200794 9/08/2022 T-MOBILE (2) NEW RTU'S + DUCT WORK MEC 350.00 9/08/2022 MECHANICAL PERMIT 800 - MECHANICAL PERMITS MVENCES 40,000.00 2200795 9/08/2022 RAMIREZ, JASON 724 COTTONWOOD DR OWNER WEEDY LOT MOW 9/08/2022 MOWING 0.00 0.00 MOW OWNER 2200796 9/09/2022 HASSELMEIER, KRYSTAL 509 N HOUSTON OWNER 450SQFT CONC. DRIVEWAY 9/09/2022 BUILDING RESID. PERMIT 331 - CONCRETE APPLICATIONS OWNER 157.50 BPR 0.00 2200797 9/12/2022 MEADOWS APARTMENT 501 W WILLOW LANE PHOWELL W/H LOOP UNDERGROUND 900 - PLUMBING PERMITS 9/12/2022 PLUMBING PERMIT PHOWELL PLB 0.00 9/12/2022 N.G. MECHANICAL SERVICES LL 2011 FM 102 B MN.G. MECH (2) 4TON PACKAGE UNIT + MIN MEC 2200798 MN.G. MECH 31,000.00 9/12/2022 MECHANICAL PERMIT 800 - MECHANICAL PERMITS 205.00 9/12/2022 HESED HOUSE OF WHARTON 2200799 421 COLORADO BGULF C GARDEN SHED: REPAIRS/WINDOW BPC 33,012.00 BPC 9/12/2022 BUILDING COMM. PERMIT 441 - RESIDENTIAL ACCESSORY BGULF C 0.00 2200800 9/13/2022 NEW DIAMOND INVESTMENTS LLC 0001 N RICHMOND @ FM 1301 OWNER WEEDY LOT MOW 9/13/2022 MOWING 0.00 0.00 OWNER 424 JACKSON QUARTERS 9/13/2022 WASHINGTON, VONEISHA 2200801 PCHAMPION CITY: WATER LINE ONLY PLB PCHAMPION 0.00 9/13/2022 PLUMBING PERMIT 900 - PLUMBING PERMITS 35.00 9/15/2022 WORKFORCE SOLUTIONS 2200802 2011 FM 102 B PSDY PLUMBING FOR NEW BUSINESS PLB 9/15/2022 PLUMBING PERMIT 900 - PLUMBING PERMITS PSDY 0.00 85.00 2200803 9/15/2022 MEJA, JOSE 1304 WESTGATE MAIR REY INSTALL 4 TON SYSTEM GAS HE MEC 9/15/2022 MECHANICAL PERMIT 800 - MECHANICAL PERMITS MAIR REY 8,000.00 90.00 MEC 9/15/2022 SWANIGAN, MICHAEL 9/15/2022 PLUMBING PERMIT 1010 PECAN 2200804 PBRAZOS GAS TEST PLB 85.00 PLB 900 - PLUMBING PERMITS PBRAZOS 0.00 2200805 9/16/2022 SITKA, LARRY 406 AVENUE C ESCI REPLACE METER LOOP BLD-ER 9/16/2022 BUILDING (E) RESIDENTIAL 300 - BUILDING-ELECTRICAL ESCI 0.00 35.00 BLD-ER

PAGE:

Item-19.

PROJECT VALUATION AND FEE REPORT

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 9/01/2022 THRU 9/30/2022

ISSUED DATES: 0/00/0000 THRU 99/99/9999 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT ISSUE DATE NAME LOCATION CONTRACTOR DESCRIPTION PROJ TYPE SEG. CONT. VALUATION SEGMENT SEGMENT DT DESCRIPTION BUILDING CODE 777 2200806 9/19/2022 SISKA, FREDDIE 2103 N RICHMOND BEAGLE 18X20X11' CARPORT 9/19/2022 BUILDING COMM. PERMIT BPC: 442 - NONRESIDENTIAL ACCESS BEAGLE 2,917.34 44.00 2200807 9/19/2022 BAIRD, RUSSELL 305 W MILAM BSAM CORTE DEMO WALLS/CEILING GRID BPC 9/19/2022 BUILDING COMM. PERMIT 435A - COMMERCIAL REMODELS BSAM CORTE 1,000.00 30.00 2200808 9/19/2022 HERNANDEZ, JUAN CARLOS 2021 WILLOWBEND OWNER PLAN REVIEW STRUCTURAL PLNREV 9/19/2022 PLAN REVIEW RESIDENTIAL PLAN - PLAN REVIEW OWNER 0.00 534.66 9/19/2022 ROADES, JOHN/THERESE 801 BREEZY LANE 2200809 MROBERSON 2.5TON CON. UNIT NO DUCT MEC MEC 9/19/2022 MECHANICAL PERMIT 800 - MECHANICAL PERMITS MROBERSON 7,829.00 90.00 9/19/2022 WORKFORCE SOLUTIONS 2011 FM 102 B 2200810 EC&S ELECT NEW ELECTRICAL FOR BUILD-OU BLD-EC 300 - BUILDING-ELECTRICAL EC&S ELECT 45,000.00 338.00 9/19/2022 BUILDING (E) COMMERCIAL BLD-EC 2200811 9/20/2022 HIBBETT SPORTING GOODS 215 E BOLING HWY SSIGN REM CHANNEL LETTERS/PLYON FACES SIG SSIGN REM 8,000.00 9/20/2022 SIGN PERMIT 330 - SIGNS 98.75 SIG 2200812 9/20/2022 DOMINO'S PIZZA 309 E BOLING HWY EPULSAR U/G ELECT. REPAIRS POLE FIR BLD-EC 9/20/2022 BUILDING (E) COMMERCIAL 300 - BUILDING-ELECTRICAL EPULSAR 62,000.00 BLD-EC 446.00 9/20/2022 RIVERA, CARLOS F & NORA 0001 N FULTON OWNER WEEDY LOT 9/20/2022 MOWING OWNER 0.00 0.00 9/20/2022 PRS-1955 TRUST 400 E ALABAMA ST 2200814 WEEDY LOT OWNER MOW 0.00 9/20/2022 MOWING OWNER 0.00 2200815 9/20/2022 FIRST BAPT CHURCH OF WHARTO 500 N FULTON OWNER WEEDY LOT MOW 0.00 9/20/2022 MOWING MOW OWNER 0.00 9/21/2022 ALPHA FUEL STATION 2200816 2504 N RICHMOND PBELLFORD PLUMBING FOR NEW FUEL STATI PLB 9/21/2022 PLUMBING PERMIT 900 - PLUMBING PERMITS 20,000.00 207.00 PBELLFORD WEEDY LOT 2200818 9/22/2022 JC RENTALS LLC 919 W MILAM OWNER MOW 0.00 9/22/2022 MOWING OWNER 0.00 1517 CRESTMONT 2200819 9/22/2022 BRAZOS PLUMBING PBRAZOS GAS TEST FOR GENERATOR PT.B 9/22/2022 PLUMBING PERMIT 900 - PLUMBING PERMITS PBRAZOS 0.00 35.00 2200820 9/22/2022 ST. JAMES BAPTIST CHURCH 1833 HENDON BBUD LEE DEMO SINGLE RESIDENCE DEM 9/22/2022 DEMOLITIONS PERMIT 645 - RESIDENTIAL STRUCTURE BBUD LEE 0.00 DEM 50.00 2200821 9/22/2022 ST. JAMES BAPTIST CHURCH 1833 HENDON BBUD LEE DEMO SINGLE RESIDENCE DEV 50.00 9/22/2022 DEVELOPMENT PERMIT DEV - DEVELOPMENT PERMIT OWNER 0.00 DEV 2200822 9/22/2022 KUMAGA, LINDA 404 PRICE DRIVE BPRIORITY REROOF W/30YR SHINGLES BPR BPRIORITY 9/22/2022 BUILDING RESID. PERMIT 0.00 439 - ROOFING 75.00 BPR

PAGE:

Item-19.

PROJECT VALUATION AND FEE REPORT

PROJECTS: 0 -ZZZZZZZZZZZ

APPLIED DATES: 9/01/2022 THRU 9/30/2022

ISSUED DATES: 0/00/0000 THRU 99/99/9999 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

PROJECT ISSUE DATE NAME LOCATION CONTRACTOR DESCRIPTION PROJ TYPE SEG. CONT. VALUATION SEGMENT SEGMENT DT DESCRIPTION BUILDING CODE FEE 2200823 9/23/2022 DENALI CAPITAL INVESTMENTS 600 N FULTON EROCK ELEC REWIRE RESIDENCE W/NEW ELEC BLD-ER 9/23/2022 BUILDING (E) RESIDENTIAL 300 - BUILDING-ELECTRICAL EROCK ELEC 0.00 BLD-ER 110.00 2200824 9/23/2022 HACIENDA SERVICES 803 N SPANISH CAMP EAMERICANE ELECTRICAL FOR NEW REISDENC BLD-ER 9/23/2022 BUILDING (E) RESIDENTIAL 300 - BUILDING-ELECTRICAL EAMERICANE 0.00 110.00 PSEAMANPLU NEW W/H IN GARAGE 2200825 9/26/2022 RAMZ PROPERTIES PVE 1105 WISTERIA PLB 9/26/2022 PLUMBING PERMIT 900 - PLUMBING PERMITS PSEAMANPLU 0.00 30.00 2200826 9/26/2022 WATKINS, BRENT 606 BOLING GREEN MHUNTER'S 4TON 16SEER GAS FURNANCE MEC MEC 9/26/2022 MECHANICAL PERMIT 90.00 800 - MECHANICAL PERMITS MHUNTER'S 7,500.00 501 W WILLOW LANE ESTRIKE REPAIR UNDERGROUND LINE BLD-EC 2200827 9/27/2022 MEADOWS APARTMENT ESTRIKE 15,000.00 9/27/2022 BUILDING (E) COMMERCIAL 700 - ELECTRICAL PERMIT 128.00 BLD-EC 2200828 9/27/2022 DENALI CAPITAL INVESTMENTS 2827 GOLF CREST DR OWNER PLAN REVIEW STRUCTURAL PLNREV 9/27/2022 PLAN REVIEW RESIDENTIAL PLAN - PLAN REVIEW 0.00 349.65 OWNER PLNR 2200829 9/27/2022 JAQUEZ, DANIEL 711 N FULTON PAFTER HRS (3) FIXTURES IN BATHROOM PLB 9/27/2022 PLUMBING PERMIT 900 - PLUMBING PERMITS PAFTER HRS 0.00 40.00 9/27/2022 GUEVARA, OBDULIA 324 E DAHLGREN OWNER REROOF: DECKING, INSUL., FASCI BPR 9/27/2022 BUILDING RESID. PERMIT 439 - ROOFING OWNER 9/27/2022 CONNER, GAYLE BGEN INDUS 18KW GENERATOR 2200831 1121 WESTGATE RPR 9/27/2022 BUILDING RESID. PERMIT 301 - RESIDENTIAL GENERATOR BGEN INDUS 0.00 156.25 2200832 9/27/2022 CONNER, GAYLE 1121 WESTGATE PABOVE GAS LINE FOR GENERATOR 0.00 35.00 9/27/2022 PLUMBING PERMIT 900 - PLUMBING PERMITS PT_iB PABOVE 2200833 9/27/2022 CITY OF WHARTON 421 W COLORADO B BGULF C 3RD HOUSE: INTERIOR REMODEL BPR 9/27/2022 BUILDING COMM. PERMIT 177,000.00 435A - COMMERCIAL REMODELS BGULF C 0.00 200AMP GENERATOR 2200834 9/27/2022 SMITH, DERRICK 1517 CRESTMONT BGEN SER BPR 9/27/2022 BUILDING RESID. PERMIT 301 - RESIDENTIAL GENERATOR BGEN SER 0.00 156.25 722 OLD CANEY RD 2200835 9/28/2022 ALLEN, WAYNE BMATA REROOF W/30-YR SHINGLES RPR 9/28/2022 BUILDING RESID. PERMIT 439 - ROOFING BMATA 0.00 87.50 1902 N RICHMOND BHENRY 11'X88' CONCRETE SLAB 2200836 9/28/2022 ALAS, GLADYS BPC 9/28/2022 BUILDING COMM. PERMIT 331 - CONCRETE APPLICATIONS BHENRY 4,000.00 BPC 51.00 2200837 9/28/2022 HACIENDA SERVICES DBA CENSE 803 N SPANISH CAMP MCENTURY NEW 2.5TON SYTEM + DUCT MEC 80.00 MEC 9/28/2022 MECHANICAL PERMIT 800 - MECHANICAL PERMITS MCENTURY 6,000.00 2200838 9/28/2022 WALTER FORD & JESSICA WADDY 000 HUGHES OWNER WEEDY LOT MOW 0.00 9/28/2022 MOWING MOW OWNER 0.00

PAGE:

Item-19.

PROJECT VALUATION AND FEE REPORT

PAGE: 5

Item-19.

PROJ TYPE

PROJECTS: 0 -ZZZZZZZZZZZ

PROJECT ISSUE DATE NAME

APPLIED DATES: 9/01/2022 THRU 9/30/2022

ISSUED DATES: 0/00/0000 THRU 99/99/9999 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

*** TOTALS *** NUMBER OF PROJECTS: 68

STATUS: ALL

SEGMENT	SEGMENT DT	DESCRIPTION	BUILDING CODE	SEG. CONT.	VALUATION	FEE
2200839	9/28/2022	WRIGHT, GERALD	2404 N FULTON	MKOOL AIR	INSTALL HVAC WITH CONDENSER M	MEC
MEC	9/28/2022	MECHANICAL PERMIT	800 - MECHANICAL PERMITS	MKOOL AIR	6,000.00	155.00
2200840	9/29/2022	VOULGARIS, SHAWN	516 CHAPEL CT	BTX SOLAR	PLAN REVIEW: SOLAR PANEL	PLNREV
PLNR	9/29/2022	PLAN REVIEW RESIDENTIAL	PLAN - PLAN REVIEW	BTX SOLAR	0.00	87.50
2200841	9/29/2022	VARGAS, ANTONIO	716 PRICE DRIVE	OWNER	139' LNFT PRIVACY WOOD FENC F	BPR
BPR	9/29/2022	BUILDING RESID. PERMIT	436 - NONRESIDENTIAL ADDITI	OWNER	0.00	41.70
2200842	9/30/2022	GIBSON, LOREEN	607 FRANKIE	MELDRIDGE	4TON COND. UNIT NO DUCT WOR N	MEC
MEC	10/03/2022	MECHANICAL PERMIT	800 - MECHANICAL PERMITS	MELDRIDGE	10,827.46	105.00

LOCATION

CONTRACTOR DESCRIPTION

VALUATION: 789,617.80 FEES: 6,910.76

10/17/2022 11:43 AM PROJECT VALUATION AND FEE REPORT

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 9/01/2022 THRU 9/30/2022

ISSUED DATES: 0/00/0000 THRU 99/99/9999 USE SEGMENT DATES

EXPIRE DATES: 0/00/0000 THRU 99/99/9999

STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION		# OF SEGMENTS	VALUATION	FEE
BLD-EC - BUILDING (E) COMMERCIA	 AL	3	122,000.00	912.00
BLD-ER - BUILDING (E) RESIDENT:	IAL	4	0.00	317.00
BPC - BUILDING COMM. PERMIT	AL	5	217,929.34	125.00
BPR - BUILDING RESID. PERMIT	AL	8	4,500.00	839.20
DEM - DEMOLITIONS PERMIT	AL	1	0.00	50.00
DEV - DEVELOPMENT PERMIT	AL	1	0.00	50.00
MEC - MECHANICAL PERMIT	AL	10	417,188.46	2,795.00
MOW - MOWING	AL	21	0.00	0.00
PLB - PLUMBING PERMIT	AL	11	20,000.00	752.00
PLNR - PLAN REVIEW RESIDENTIAL	L	3	0.00	971.81
SIG - SIGN PERMIT	L	1	8,000.00	98.75
*** TOTALS ***		68	789,617.80	6,910.76

Item-19.

PAGE: 6

				Recrea	tional Vehicl	es (RV	's) : Property LOG
NO	Variance	EXPIRES	Recent Inspection Date	Location	Owner	Utilities	Comments
NO.	variance	EXPINES	inspection Date	Location	Owner	Otilities	Comments
1	YES	8/14/2022	08/30/22	820 Old Caney Rd.	Charles Washington	YES	NOTE: No Water Acct. as of 8/30/22 Letter Mailed 8/31/22 Follow-Up on 11th Day *PENDING Approval from City Council RV Extension
2	YES	12/9/2022	08/30/22	517 Black	Haywood Ross	NO	No Permits obtained for Water/Sewer or Electricity NOTE: No Water Acct. as of 8/30/22 10/11/22 60-day Variance Extentsion GRANTED
3	YES	1/24/2023	07/06/22	212 E Dahlgren	Valerie Jefferson	YES	Variance Expired-Residential Construction in Progress (Extension Granted)
5	YES	3/26/2023	08/30/22	532 E Elm	Juan Vasquez	YES	NOTE: No Water Acct. as of 8/30/22 9/26/22 6-Month Variance Extentsion GRANTED
6	YES	4/10/2023	08/30/22	1605 Goode	Doran Steele	YES	NOTE: No Water Acct. as of 8/30/22 10/11/22 6-Month Variance Extentsion GRANTED
16							
17							
17							
18							
19							
1							
20							

Monthly Report Sep-22

Room	Rentals	Amount				YTD
Main Hall	3	\$	3,280.00		\$	36,554.00
Pre-Function	2	\$	380.00		\$	1,020.00
O'Quinn	10	\$	855.00		\$	10,129.00
MTG A	1	\$	75.00		\$	1,400.00
MTG B					\$	-
Duncan	6	\$	603.00		\$	4,763.00
Total	22	\$	5,193.00		\$	53,866.00

Room Rentals

Date	Room	Organization	Fee
9/1/2022	Pre-Function	Life Line Screening	\$ 240.00
9/2/2022	O'Quinn	Adrian St. Hill	\$ 120.00
9/3/2022	O'Quinn	Adrian St. Hill	\$ 120.00
9/3/2022	Main Hall	Rachel Hernandez	\$ 1,000.00
9/4/2022	Duncan	Roslyn Bennett	\$ 168.00
9/7/2022	O'Quinn	Rotary	\$ 120.00
9/8/2022	O'Quinn	Hudson Products	\$ 120.00
9/8/2022	Duncan	Hudson Products	\$ 100.00
9/10/2022	O'Quinn	Brittany McMillian	\$ 140.00
9/13/2022	Duncan	Pilot Club	\$ 75.00
9/14/2022	O'Quinn	Rotary	\$ -
9/15/2022	MTG A	DNA	\$ 75.00
9/17/2022	Main Hall	Allyson Canales	\$ 1,000.00
9/17/2022	Duncan	Tina Priesmeyer	\$ 140.00
9/17/2022	O'Quinn	Adam Mata	\$ 160.00
9/21/2022	O'Quinn	Rotary	\$ -
9/23/2022	Duncan	Wharton Training Alumni	\$ 120.00
9/24/2022	Main Hall	Rotary Gala	\$ 1,280.00
9/25/2022	Pre-Function	Dominique Tyler-Spears	\$ 140.00
9/27/2022	Duncan	Pilot Club	\$ -
9/28/2022	O'Quinn	Rotary	\$ -
9/29/2022	O'Quinn	I Campo Memorial Senior Prog	\$ 75.00
			\$ 5,193.00



Office of Emergency Management

1407 N. Richmond Rd., Wharton, TX 77488 Phone (979) 532-4811 x 502 Fax (979)532-1800

Date: August 30, 2022 To: Mr. Joseph Pace

Projects for September:

Continuing to work on updating NIMS training for all city employees (Police, EMS, City Hall, Civic Center and Municipal Court are done, still needing Fire 5, Public Works 14 and Parks 2)

There are plans to host the ICS 300 and 400 again at the civic center later in the fall with Instructors Rodney Grimmer and Gregory Babst, Ft Bend OEM .

Active Shooter Presentations have been scheduled for REMAX on 9/7/2022. Other local organizations have also reached just waiting on dates and times.

Submitted monthly reports to TxDot for the yearlong Comprehensive Traffic Grant for June.

Always tracking and monitoring possible severe weather information from the National Weather Service.

Met with Robert Saunders with Texas Division of Emergency Management Preparedness Coordinator/Planner for Region 2 just waiting on him to give me a date for more training at the Civic Center.

Have scheduled a second meeting for Active Shooter Tabletop at the civic center on September 8. The drill will be based on a shooter at Wes Elementary.

Schedule a set-up of the EOC room with city personnel now that the internet issue has been resolved on Thursday, September 8 at 1pm. (The plan is to make sure the City's SOPS are updated and everything is functional and we are ready for the Hurricane Season).

Participated in meetings with the Wine Fair committee and helping with planning the downtown fair in October.

Participated in meetings with the Party Under the Bridge committee and helping with planning the event in October.

Attended the Wharton County Charm Resiliency Workshop at the civic center August 16 and 17.

Attended Disaster Financial Q & A class at the Civic Center August 29 and 30, 2022

Bailiff duties for Wharton Municipal Court on September 14, 21 and 28 starting at 2pm.

Lt. Ben Guanajuato

CITY OF WHARTON **ESD 3 RESPONSE REPORT** FISCAL YEAR 2020-21 COMPARED WITH 2021-22

Month of	Resp	Emerg	Non	No		911	911		·
Service	Per mon	Resp	Emerg	Loads	Transfers	ООСН	OBW	Flights	
Oct-20	258	165	0	93	1	60	100	3	1-ATV/2-MVA
Nov-20	247	137	0	110	1	49	77	4	1-c/1cva/2mva
Dec-20	336	193	0	143	0 '	62	116	10	1-c/1cva/8mva
Jan-21	308	179	0	129	1	46	120	3	1cva/2mva
Feb-21	246	165	0	81	0	41	112	6	2cardiac/1seizures/ams/lB/Resp
Mar-21	295	163	0	132	0	38	122	2	1-MVA/1-Seizure
Apr-21	269	136	1	132	3	37	94	0	
May-21	244	136	0	108	3	49	76	4	CVA/GSW/AMS/RespDistress
Jun-21	267	158	0	109	0	57	97	2	HeadTrauma/Resp.Failure
Jul-21	274	156	0	118	0	36	.115	1	MVA .
Aug-21	347	202	1	144	1	49	135	7	1-CVA/3-MVA/2-TRAUMA/1-MEDICAL
Sep-21	319	184	0	135	0	46	127	4	2-MVA/1-CVA/1-AMS
Totals	3410	1974	2	1434	10	570	1291	46	

Month of	Resp	Emerg	Non	No		911	911		
Service	Per mon	Resp	Emerg	Loads	Transfers	OOCH	OBW	Flights	
Oct-21	315	176	0	137	2	41	126	3	2-MVA/1-GSW
Nov-21	246	141	0	105	0	33	100	2	Head Injury/Gun Shot
Dec-21	239	142	0	97	2	27	87	1	MVA
Jan-22	322	172	0	146	4	49	95	5	2MVA/2CVA/1GSW
Feb-22	281	176	0	105	2	38	129	6	GSW/MVA/ASSAULT/CVA/2TRAUMA
Mar-22	308	203	0	105	1	53	137	7	*See comment below
Apr-22	270	154	0	116	0	56	81	6	GSW/2AMS/2CVA/2FALLS
May-22	282	153	0	129	0	52	86	10	*See comment below
Jun-22	281	171	0	109	1	49	112	4	MVA/GI/GSW/AMS
Jul-22	326	186	0	140	0	54	125	3	CVA/SelfHarm/Cardiac
Aug-22	292	176	1	115	1	53	115	3	2CVA/1MVA
Sep-22	311	200	0	111	. 1	56	103	15	*See comment below
Totals	3473	2050	1	1415	14	561	1296	65	

³ more calls than last year.

^{*}SEPT-22:3MVA/1Hemorrhage/2Fall/1Suicide/1Seizure/2Cardiac/1Respiratory/2CVA/1Trauma*

Yearly Totals		Mon. Avg.		Mon. Avg.
2000/01	2760	230	2011/2012 3364	280
2001/02	2491	207	2012-2013 3253	271
2002/03	2688	224	2013-2014 3326	277
2003/04	2784	232	2014-2015 3770	314
2004/05	2444	203	2015-2016 3545	295
2005/06	2874	239	2016-2017 3490	291
2006/07	2928	244	2017-2018 3248	270
2007/08	3309	275	2018-2019 3244	270
2008/09	3425	285	2019-2020 3211	268
2009/2010	3205	267	2020-2021 3410	284
2010/2011	3208	267	2021-2022 3473	289

¹⁶ more emergent responses: last year 24 less no loads

^{*}MAR-22: 2 MVA/2 CARDIAC/1 FALL/1 CRUSH INJURY/1 SUICIDE ATTEMPT*

^{*}MAY-22: 1TRAUMA/2MVA/2CVA/2AM/S2CARDIAC/1SHOCK

City of Wharton Facilities Maintenance 2010 N. Fulton WHARTON, TEXAS 77488

INTERDEPARTMENTAL MEMO

DATE: OCTOBER 18,2022

TO: JOSEPH PACE FROM: ROBERT BAKER

RE: PARKS DEPARTMENT MONTHLY REPORT – OCTOBER

Mr. Pace,

Provided below is our Parks Department Monthly Report.

- 1. Routine Maintenance at 10 City Parks & Facilities
- 2. Routine Maintenance for City Pool
- 3. Repaired one toilet at Croom Park No. 2
- 4. Repaired one-bathroom sink at Riverfront Park
- 5. Check and found leak at Police Department
- 6. Met with Plumber in regards to EMS station sewer. Schedule for scope of pipes on 10/21/22.
- 7. EMS bay roof replacement approved by City Council. Working with Cernosek Construction.
- 8. Assisted animal control
- 9. Removed and disposed of dead tree at Riverfront Park
- 10. Assisted Farmer's Market at Riverfront Park
- 11. Assisted with Wine Fair
- 12. Getting ready for Party Under the Bridge Event
- 13. Trim trees on Santa Fe trails
- 14. Sprayed all parks with herbicide
- 15. Met with plumber in regards to PD sewer backup and fix problem

Thank you,

Robert Baker, Facility's Maintenance Director

Sept. 2022

Incident Reports By Incident Type, Summary

Page 1 of 1

Incident T	`уре	Total Incidents:
111	Building fire	2
131	Passenger vehicle fire	1
132	Road freight or transport vehicle fire	1
143	Grass fire	8
154	Dumpster or other outside trash receptacle fire	1
311	Medical assist, assist EMS crew	1
322	Vehicle accident with injuries	8
323	Motor vehicle/pedestrian accident (MV Ped)	1
324	Motor vehicle accident with no injuries	4
400	Hazardous condition, other	4
412	Gas leak (natural gas or LPG)	2
444	Power line down	7
445	Arcing, shorted electrical equipment	1
511	Lock-out	1
611	Dispatched & canceled en route	6
631	Authorized controlled burning	1
651	Smoke scare, odor of smoke	3
700	False alarm or false call, other	1
710	Malicious, mischievous false call, other	1
745	Alarm system sounded, no fire - unintentional	2
	Total Number of Incidents: Total Number of Incident Types:	

Print Date: 10/4/2022



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

MEMORANDUM

DATE: October 1, 2021

FROM: Hector Hernandez, Fire Inspector

SUBJECT: Fire Inspections for September

The Code Enforcement Department conducted the following fire inspections, plan reviews, responses, and citizen contacts in the month of April within the City of Wharton:

September:

09-08-22	Fire Response	MVA (1hr)
09-08-22	Inspection	Annual Inspection 1405 Valhalla Dr (1.5)
09-08-22	Beni's	Walk through and occupancy load cal.(1.5)
09-15-22	Fire Response	Assist Other Agency-EMS (.5hr)
09-15-22	Fire Response	Wires down pole fire (2hrs)
09-15-22	Occupancy load	317 W Milam Occupancy load cal. (1hr)
09-16-22	Fire Response	MVA (1hr)
09-16-22	Fire report research	Chemical research for prime eco fire (2hr)
09-21-22	COO Inspection	WCSO Training/EOC bldg.
09-21-22	Office work	Monthly report (3hrs)
09-21-22	Inspection	101 W Caney (1hr)
09-21-22	Inspection	1015 Sunny Ln (1hr)
09-21-22	Inspection	1924 N Fulton (1hr)
09-23-22	Inspection	1303 N Richmond (1hr)
09-23-22	Occupancy load	1303 N Richmond (1hr)
09-23-22	Fire Response	Smoke Scare/Fire (1hr)
09-23-22	Fire Response	Grass Fire (1hr)
09-27-22	Fire Response	Fire Alarm (1hr)
09-27-22	Fire Response	Grass Fire (1hr)
09-27-22	COO Inspection	723 E Belle WISD (1hr)
09-27-22	Inspection	New Business T mobile and occ load (1hr)

PAUL WEBB, P.C.

ATTORNEYS AT LAW 221 NORTH HOUSTON STREET WHARTON, TEXAS 77488

PAUL WEBB VINCENT L. MARABLE III AMY ROD *

* BOARD CERTIFIED - FAMILY LAW TEXAS BOARD OF LEGAL SPECIALIZATION TELEPHONE: 532-5331 AREA CODE 979 FACSIMILE: 532-2902

September 30, 2022

City of Wharton 120 E. Caney

Wharton, Texas 77488

City	Cou	ncil
_		

09/01	Review of Agenda	a item and e-mail to Bra	andi Jimenez, Paula Favors and	Joseph Pace;
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Telephone conference with Paula Favors; Review of Statutes regarding Open Meetings and

forward to Paula Favors;

09/07 Four e-mails of Agenda and review of same;

09/12 Review of Agenda; Trip to City Hall; Attend Council meeting;

09/22 Five e-mails of Agenda and review of same;

Drainage

09/19 Letter to Jeanette Randolph;

EMS

09/21 Telephone conference with Paula Favors;

09/22 One e-mail from Christy Gonzales; Telephone call to Paula Favors - no answer - left

message;

EMS - Dialysis Protocol

08/31 Three e-mails from Dr. Jeff Gubbels and review of same; Review of Health and Safety

Code; One e-mail to Dr. Jeff Gubbels; One e-mail to Christy Gonzales;

09/07 Telephone conference with EMS Director regarding dialysis;

Municipal Court

09/01	E-mail regarding plea of Landon Handley;
09/08	E-mail to clerk regarding Releford;
09/13	Telephone conference with defendant, Leslie Cruz;
09/14	Prepare for city trials; Conduct city trials;
09/20	E-mail Clerk regarding pre-trial hearing date; E-mail regarding Defendant Alfred Brooks;
09/21	E-mail regarding plea for Defendant Rafail Rodriguez; Review and sign Citizen Complaint (HER theft):

09/27 E-mail regarding Defendant Marvin Scrober;

09/28 Conduct City pre-trials;

PID / TIRZ

08/29 One e-mail from Joan Andel and review of same;

09/12 Twenty-two e-mails of Developer Agreement and Easement and review of sa

- Page 255 -

Property Liens Telephone conference with Paula Favors regarding liens after tax sale; 09/08 Russell Baird / Utility Easement and Service Agreement Telephone conference with Anthony regarding markings; Go to building to check markings; 09/02 Telephone conference with Anthony; 09/07 Water Well Trip to City Hall; Conference with City staff and E Contractors; 09/01 Wharton CDBG - Harvey Buy-Out Work on Deed; E-mail to Erin Newberry; E-mail final draft to Erin Newberry; 09/08 Wilson / Tree 09/07 Telephone conference with Brandi Jimenez; **Attorney Fees** (1) Amy Rod **(2)** Paul Webb 11.00 hrs. @ \$175.00 per hour = $\dots 1,925.00$ hrs. @ \$175.00 per hour =-0-Tripp Marable (3)hrs. @ \$175.00 per hour = (4) **Audra Smith** Expenses: pages @ .75 each Facsimile copies @ .10 each Xerox E-Mail Payment Received - 09/19/22-4,162.00



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

MEMORANDUM

Date: October 14, 2022

From: Paula Favors, City Secretary

To: Joseph R. Pace, City Manager

Subject: Wharton Municipal Court Monthly Report

Please find attached the monthly report for Wharton Municipal Court for the month of September 2022.

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

Description	Code		G/L Acct	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
Administration Fee	AF	\$10.00	3462		\$ 40.00	200 22	\$ 10.00	\$ 30.00	\$ 50.00		\$ 60.00	\$ 10.00		\$ 20.00	\$ 70.00
Arrest Fee	AR	\$5.00		\$ 420.64	\$ 608.29	\$ 670.46	\$ 617.65	\$ 638.29	\$ 976.97		\$ 755.87	\$ 643.37	\$ 562.41	\$ 470.72	\$ 544.63
Administration Fee	AF2	\$20.00		\$ 140.00	\$ 140.00	\$ 340.00	\$ 240.00	\$ 320.00	\$ 400.00		\$ 260.00		\$ 240.00	\$ 260.00	\$ 220.00
	CTF	\$4.00		\$ 142.08	\$ 76.00	\$ 64.62	\$ 63.49	\$ 182.79	\$ 183.10		\$ 92.00	\$ 130.23	\$ 59.94	\$ 48.56	\$ 92.49
Court Technology Fund Driving Safety Course Administrative Fe		\$10.00		\$ 60.00	\$ 160.00	\$ 290.00	\$ 140.00	\$ 180.00	\$ 280.00		\$ 250.00	\$ 220.00	\$ 150.00	\$ 140.00	\$ 60.00
	IDF	\$2.00	2050		\$ 30.00	\$ 28.30	\$ 27.75	\$ 67.39	\$ 76.53		\$ 230.00		\$ 22.98	\$ 17.36	\$ 38.25
Indigent Defense Fee	STF - 5% SF	\$30.00		\$ 2,056.44	\$ 3,372.31	\$ 28.30	\$ 2,938.53	\$ 3,122.43	\$ 5,360.93	\$ 3,800.27	\$ 3,895.64		\$ 3,168.08	•	\$ 2,890.90
State Traffic Fee &STF 19			3467	\$ 2,056.44	\$ 3,372.31	\$ 3,/10./3	\$ 2,938.53	\$ 3,122.43	\$ 5,360.93	\$ 3,800.27	\$ 3,895.64	\$ 3,651.22	\$ 3,168.08	\$ 2,741.35	\$ 2,890.90
School Crossing Guard Program	CS	\$20.00		ć 122.61	\$ 205.94	ć 220.40	ć 10C 00	ć 100.24	ć 242.52	ć 222.24	ć 244.F2	ć 227.01	ć 200.20	ć 174.0F	ć 101.0F
Traffic Fee City	TFC	\$3.00		\$ 132.61 \$ 106.76	7	\$ 228.40	\$ 186.99	\$ 199.34 \$ 93.87	\$ 343.53	-	\$ 244.52 \$ 180.19	\$ 227.81	\$ 200.30	\$ 174.85	\$ 181.85
Child Safety	CS-2	\$25.00	0.07	φ 100.70	\$ 148.90	\$ 75.00	\$ 75.00	φ 55.57	\$ 281.49	\$ 100.00	φ 100.15	\$ 75.00	\$ 50.00	\$ 75.00	\$ 75.00
Fine	FINE	40.50				\$ 13,293.25	\$ 11,341.17	\$ 12,981.70	\$ 18,488.98					\$ 10,343.60	\$ 11,587.35
Judicial Fee City	JFCI	\$0.60	3462	\$ 17.47	\$ 9.00	\$ 8.50	\$ 8.32	\$ 20.22	\$ 22.96	-	\$ 9.60	\$ 14.64	\$ 6.90	\$ 5.21	\$ 11.47
Municipal Court Building Security	MCBS	\$3.00	19 3850	\$ 87.32	\$ 45.00	\$ 42.47	\$ 41.62		\$ 114.81		\$ 48.00	\$ 73.24	\$ 34.48	\$ 29.06	\$ 57.37
State Jury Fee	SJRF	\$4.00	2050		\$ 60.00		-	\$ 134.79	-		,	\$ 97.66		\$ 34.74	
Time Payment Plan Local	TP-L	\$10.00		\$ 20.00	\$ 10.00	\$ 40.00	\$ 10.00		\$ 40.00	\$ 10.00	\$ 10.00	7	\$ 10.00		\$ 20.00
Time Payment Plan State	TP-S	\$12.50		\$ 25.00	\$ 12.50	\$ 50.00	\$ 12.50		\$ 50.00		\$ 12.50	\$ 150.00	\$ 12.50		\$ 25.00
Administration Fee	ADMIN	\$10.00		\$ 970.40	\$ 2.00	\$ 1,471.40	\$ 1,078.60	\$ 258.80	\$ 1,755.30	-	\$ 1,028.60	\$ 943.40	\$ 755.60	\$ 788.60	\$ 796.50
Consolidated Costs	CC04	\$40.00		\$ 1,164.25	\$ 600.00	\$ 566.14	\$ 554.86	\$ 1,347.90	\$ 1,530.81	\$ 472.14	\$ 640.00	\$ 1,016.63	\$ 459.65	\$ 347.40	\$ 764.94
Judicial Fee State	JFCT2	\$5.40		\$ 157.18	\$ 81.00	\$ 76.43	\$ 74.91	\$ 181.97	\$ 206.66	-	\$ 86.40	7	\$ 62.06	\$ 46.90	\$ 103.27
Time Payment Fee Local	TP-L-E	\$2.50	3449	\$ 5.00	\$ 2.50	\$ 10.00	\$ 2.50		\$ 10.00	\$ 2.50	\$ 2.50	\$ 30.00	\$ 2.50		\$ 5.00
Warrant Fee	WRNTFE	\$50.00		\$ 1,345.06	\$ 926.79	\$ 1,837.38	\$ 861.46	\$ 2,388.34	\$ 3,672.86	\$ 1,901.02	\$ 1,832.32	\$ 2,560.68	\$ 1,351.03	\$ 1,149.02	\$ 1,762.00
Over Payment	OV		3462								\$ 0.03		\$ 0.10		\$ 4.11
Collection Agency Fee	COLAGY		2058	\$ 1,944.74	\$ 895.31	\$ 1,519.34	\$ 978.21	\$ 3,386.66	\$ 4,243.46	\$ 1,805.29	\$ 1,956.79	\$ 1,576.33	\$ 1,565.81	\$ 1,037.02	\$ 2,038.68
Judicial Fee State	JFCT	\$3.40	2050												
State Jury Fee	FEE	\$4.00	2050												
State Indigent Fee	ST-IDF	\$2.00	2050												
Corrections Management Inst.	CMI	\$0.50	2053												
Comp to Victims of Crime Fund	CVC	\$15.00	2050												
Juvenile Delinquency	JCD2	\$0.50	2050												
Consolidated Court Costs	CCC	\$17.00	2050												
Judicial Training	JCPT2	\$2.00	2050												
Civil Justice Fee State - MVF	CJFS	\$0.09	2050	\$ 0.54	\$ 0.45	\$ 0.39	\$ 0.54	\$ 0.69	\$ 1.59	\$ 0.09	\$ 0.18	\$ 0.62	\$ 0.27	\$ 0.33	\$ 0.81
Civil Justice Fee Court - MVF	CJFC	\$0.01	462 - 2050	\$ 0.06	\$ 0.05	\$ 0.04	\$ 0.06	\$ 0.08	\$ 0.17	\$ 0.01	\$ 0.02	\$ 0.07	\$ 0.03	\$ 0.04	\$ 0.09
Fugitive Apprehension	FA	\$5.00	2050												
Child Safety Seat	CSS	\$0.15	2050												
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 151.35	\$ 50.45				\$ 252.25	\$ 150.90		\$ 127.90	\$ 204.90	\$ 44.90	\$ 222.45
Truancy Prevention Fund	TPF	\$2.00		\$ 58.22	\$ 26.00	\$ 24.30	\$ 27.75	\$ 57.38	\$ 74.10	\$ 19.63	\$ 24.00	\$ 38.86	\$ 20.98	\$ 15.35	\$ 32.25
Restitution	RST														
FTA Program - State	TLFTA1	\$20.00	10 2050	\$ 140.00	\$ 200.00	\$ 140.00	\$ 180.00	\$ 460.00	\$ 380.00	\$ 140.00	\$ 120.00	\$ 220.00	\$ 140.00	\$ 140.00	\$ 240.00
FTA Program - Vendor	TLFTA2	\$6.00	10 2059	\$ 66.00	\$ 114.00	\$ 108.00	\$ 124.74	\$ 192.00	\$ 276.00	\$ 198.00	\$ 120.00	\$ 144.00	\$ 121.80	\$ 81.60	\$ 138.00
FTA Program - City	TLFTA3	\$4.00	10 3451	\$ 44.00	\$ 76.00	\$ 72.00	\$ 83.16	\$ 128.00	\$ 184.00	\$ 132.00	\$ 80.00	\$ 96.00	\$ 81.20	\$ 54.40	\$ 92.00
Local Municipal Jury Fund	LMJF	\$0.10	2049	\$ 5.51	\$ 10.68	\$ 12.01	\$ 10.94	\$ 9.40	\$ 15.69	\$ 13.20	\$ 13.73	\$ 10.49	\$ 10.16	\$ 8.62	\$ 8.98
Time Payment Reimbursement Fee	TPRF	\$15.00	3448	\$ 360.00	\$ 45.00	\$ 135.00	\$ 105.00	\$ 185.64	\$ 127.55	\$ 165.00	\$ 174.36	\$ 332.13	\$ 187.38	\$ 214.44	\$ 91.85
CCC 2020	CCC20	\$62.00	2050	\$ 3,411.11	\$ 6,612.93	\$ 7,436.14	\$ 6,799.12	\$ 5,825.77	\$ 9,741.57	\$ 8,176.53	\$ 8,380.59	\$ 6,401.98	\$ 6,261.35	\$ 5,298.57	\$ 5,567.72
Local Court Technology Fund	LMCTF	\$4.00	13 3850	\$ 220.06	\$ 426.63	\$ 479.76	\$ 438.68	\$ 375.85	\$ 628.48	\$ 527.51	\$ 548.69	\$ 417.03	\$ 407.98	\$ 345.85	\$ 359.21
Local Truancy Prevention Fund	LTPDF	\$5.00	10 2050	\$ 275.11	\$ 533.29	\$ 599.70	\$ 548.29	\$ 469.80	\$ 785.62	\$ 659.41	\$ 685.87	\$ 521.29	\$ 509.95	\$ 432.29	\$ 449.01
Local Building Security Fund	LMCBSF	\$4.90	13 3851		\$ 522.63		\$ 537.34	\$ 460.43	\$ 769.88	\$ 646.20	\$ 672.14	\$ 510.86	\$ 499.77	\$ 423.66	\$ 440.02
Total						\$ 33,974.07									\$ 29,067.69
	•		-												
State Boyonus	1			¢ 710745	¢ 10.005.34	¢ 12.000.00	¢ 10 C71 F1	¢ 11 100 40	¢ 17 575 45	¢ 12.755.72	ć 12 2FF 22	¢ 11 757 74	¢ 10 102 07	¢ 0.043.04	¢ 0.730.73
State Revenue	 					\$ 12,089.09									
Less Service Fee	 	1		\$ 239.34			\$ 211.60		\$ 447.27				\$ 212.69	\$ 178.44	\$ 234.20
Total State Revenue				\$ 6,948.11	\$ 10,755.97	\$ 11,837.60	\$ 10,459.91	\$ 10,882.39	\$ 17,128.18	\$ 12,510.10	\$ 12,984.13	\$ 11,455.51	\$ 9,981.18	> 8,4 - Pa	ige 258 -
Monthly Separate Report					_						_	_			

City of Wharton Municipal Court Monthly Report

Description	Code	Amount	G/L Acct	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
Child Safety Seat	CSS	\$0.15	2050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Separate Report		•													
Texas Seat Belt - Children	TXSBLT	50%	2055	\$ 151.35	\$ 50.45	\$ -	\$ -	\$ -	\$ 252.25	\$ 150.90	\$ -	\$ 127.90	\$ 204.90	\$ 44.90	\$ 222.45
City Revenue				\$ 15,414.26	\$ 17,741.40	\$ 20,257.64	\$ 16,400.21	\$ 19,023.57	\$ 29,131.22	\$ 22,283.29	\$ 22,650.77	\$ 19,732.62	\$ 16,724.03	\$ 14,983.88	\$ 16,928.84
Collection Agency - Linebargar				\$ 1,944.74	\$ 895.31	\$ 1,519.34	\$ 978.21	\$ 3,386.66	\$ 4,243.46	\$ 1,805.29	\$ 1,956.79	\$ 1,576.33	\$ 1,565.81	\$ 1,037.02	\$ 2,038.68
FTA Program - Vendor				\$ 66.00	\$ 114.00	\$ 108.00	\$ 124.74	\$ 192.00	\$ 276.00	\$ 198.00	\$ 120.00	\$ 144.00	\$ 121.80	\$ 81.60	\$ 138.00
Grand Total				\$ 24,763.80	\$ 29,796.40	\$ 33,974.07	\$ 28,174.67	\$ 33,800.63	\$ 51,478.38	\$ 37,193.21	\$ 37,982.89	\$ 33,338.56	\$ 28,810.41	\$ 24,789.44	\$ 29,067.69
Traffic Non-Parking				119	209	170	156	214	294	219	225	161	150	203	91
Parking				0	0	0	0	1	2	0	1	0	2	1	1
Non-Traffic State Law				43	21	9	62	31	76	30	24	63	22	46	55
City Ordinance				6	3	7	5	5	14	2	7	3	18	13	
Dispositions prior to Trial				25	10	14	13	17	36	14	37	13	14	10	17
Fined				23	10	14	13	17	36	14	21	0	14	10	16
Cases Dismissed				2	0	0	0	0	0	0	0	0	0	0	0
Dispositions dismissed by Prosecution				2	0	0	0	0	0	0	16	0	0	0	1
Dispositions at Trial				311	115	125	188	120	181	139	221	122	123	123	
Finding of Guilty				96	113	106	114	88	168	120	137	107	121	99	110
Dismissed at Trial by Prosecution				215	2	19	74	32	13	19	84	15	2	24	19
Dismissed After Driver Safety Course				13	14	16	10	12	20	9	18	17	14	22	11
Dismissed After Deferred Disposition				30	4	0	5	4	6	3	2	10	5	4	5
Dismissed After Proof of Financial Resp	onsibility			0	1	5	2	2	0	0	0	3	2	0	1
Dismissed Compliance				9	9	19	13	18	27	29	0	10	12	15	18
Cases Appealed				1	0	1	0	0	0	1	1	0	0	0	1
Juvenile/Minor Transportation Code Ca	ses Filed			2	2	1	2	3	7	4	4	3	0	0	0
Juvenile/Alcoholic Beverage Code				0	0	0	0	0	0	0	0	0	0	0	0
Juvenile - Non-Traffic				0	0	0	1	0	2	0	1	0	0	0	1
Search Warrants				0	0	0	0	0	0	39	1	0	1	0	0
Arrest Warrants Issued - Class C				94	0	0	161	83	195	39	0	142	0	111	124
Arrest Warrants Issued - Felonies, Class	A & B			4	6	4	6	10	14	17	8	5	47	9	11
Magistrate - Class A & B & C				0	0	0	0	0	0	0	36	0	4	0	0
Magistrate - Felonies				0	0	0	0	0	0	0	43	0	1	0	0
Magistrate - Orders for Emergency Prot	ection			0	0	0	0	0	0	0	2	0	2	0	0

Memorandum

To: Joseph R. Pace

From: Chief Terry David Lynch

Date: 10/6/2022

Re: City Council Monthly Reports

Mr. Pace,

The attached report for the Wharton Police Department is for the month of September, for inclusion in the City Council packet.

Please contact me if you have any questions.

WHARTON PD YR 2022														
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	YR END TOTAL	AVERAGE PER DAY
CITATIONS	163	155	225	107	159	107	137	116	80				1,249	6.90
WARNINGS	177	235	208	182	156	92	125	93	66				1,334	7.37
CRASH REPORTS	35	21	26	26	28	21	23	25	27				232	1.28
CRIMINAL REPORTS	112	82	117	133	149	116	133	127	100				1,069	5.91
PATROL SECURITY CHECKS	3,968	3,381	3,066	3,928	4,466	4,642	4,502	4,989	4,291				37,233	205.71
POLICE CALLS FOR SERVICE	1,101	1,339	1,736	1,368	1,292	1,208	1,320	1,260	1,056				11,680	64.53
WEMS CALLS FOR SERVICE	183	274	286	258	272	256	306	284	281				2,400	13.26
WVFD CALLS FOR SERVICE	58	40	56	50	56	53	32	50	54				449	2.48
TOTAL CALLS FOR SERVICE-PD/FD/EMS	5,310	5,034	5,144	5,604	6,369	6,416	5,824	6,935	5,966				52,602	290.62
VICTIM ASSISTANCE CONTACTS	41	0	0	83	41	37	49	15	10				276	1.52
OPEN RECORDS REQUESTS	12	9	16	15	15	8	11	15	10				111	0.61
VISITOR LOG IN	62	43	63	45	44	31	43	47	43				421	2.33
911 CALL INTAKE	810	710	725	734	697	746	792	811	733				6,758	37.34
ANIMAL CONTROL CALLS	153	174	151	157	156	188	157	159	123				1,418	7.83
TAGGED JUNK VEHICLES	4	2	8	1	5	2	6	3	2				33	0.18

911 calls for Sept '22 were answered by WPD Telecommunicators under 10 seconds 91.27 % of the time.



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: October 20, 2022

To: Joseph R. Pace, City Manager

From: Anthony Arcidiacono, Public Works Director

Subject: Public Works Monthly Report

The monthly report for the Public Works Department for September 20, 2022 through October 20, 2022 is as follows:

Streets

Asphalt all City streets

Maintenance all equipment; Completed inspections for equipment\vehicles due for the month

Mow and weed-eat all City right of ways

Street sweeper swept all City streets

Repair/Replace street and stop signs

Clean signs

Mowed at the Airport

Mowed Hwy 59 south and north

Mowed Santa Fe Ditch

Mowed Levee lots

Fleet inspections

Staged and recovered barrels and barricades for National Night Out

Drainage

Cleaned catch basins during heavy rain

Repaired storm sewer on Ave A and Walnut

Reset driveways and cleaned ditch on Cline

Cleaned out ditch at 413 Breezy Ln to improve drainage

Shaved grass near and around storm drain at 3307 Fairway Drive to improve drainage

Cleaned out ditch and reset two driveways at 2714 Speed to improve drainage

Cleaned out ditches at 526 S Ford to improve drainage

Reset culvert pipe at end of sidewalk at 820 Meadow Ln

Repaired culvert pipe separation in driveway at 715 E. Wayside

Cleaned out ditches on Mulberry between Speed and Ahldag ditch to improve drainage

If you have any questions, please contact me at 979-532-2491 Ext. 800. Thank you.



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

MEMORANDUM

Date: October 13, 2022

From: Selena Rios, Customer Service Clerk To: Mr. Joseph R. Pace, City Manager

Subject: September 2022 Monthly Water / Sewer Report

SEWER TREATED

0.559	Million Gallons per Day
	Capacity 1.5 MGD
0.214	Million Gallons per Day
	Capacity 0.5 MGD

DRINKING WATER PUMPED

Well # 1 (Alabama Road)	8.556	Million Gallons
Well # 2 (Cloud Street)	11.402	Million Gallons
Well # 3 (Alabama Road)	7.280	Million Gallons
Well # 4 (Valhalla Street)	11.042	Million Gallons

Re-Read & Check for Leak	20
Miscellaneous	9
Turn off for no deposit	0
OCC Chg-Read & Leave on	15
Turn off service	21
Turn on service	13
Reconnection	44
Check sewer backup	11
Water leak	7
Locate Lines	0
Meter Maintenance	13
Turn off for repairs	9
Check for leak @ meter	9
New Meter	6
Take off vacation	0
Put on vacation	0
Water/sewer taps	0
Pull Meter	0
Get reading - curr billing	10
Check for water pressure	1
Public Work Service Requests	7
Meter Information	0
Read Check after Billing	0
-	

GRAND TOTALS 195



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

MEMORANDUM

Date: October 17, 2022

From: Jimmy F. Nickolyn

To: City Manager, Joseph Pace.

Subject: Weedy Lot Report for the month of September 2022

There were <u>67</u> weedy lot letters mailed out. <u>20</u> memos were sent to mow during this time period. <u>87</u> lots were addressed during this time period.



120 E. Caney Street ° Wharton, TX 77 *Item-19.* Phone (979) 532-2491° Fax (979) 532-

MEMORANDUM

Date: October 03, 2022

From: Dwayne Pospisil, Airport

To: Joseph R. Pace, City Manager

 $Subject:\ Wharton\ Regional\ Airport\ Fuel\ Report\ /\ Fuel\ Inventory\ September\ 2022.$

	100LL B	100LL T	JetA B	JetA T	Total	
1	0			19	19	
2	192.2	11.41		•	203.61	
3		65.62		•	65.62	
4	48.09			•	48.09	
5	16	32.18		•	48.18	
6	351.87		400	350	1101.87	
7	13.12		350	•	363.12	
8	67.3	25.74	562	634	1289.04	
9	14		300	•	314	
10	55.16	9.22		•	64.38	
11	14.62	40.01	600	•	654.63	
12	208.3	68.05	200	•	476.35	
13	4.65	42.76		•	47.41	
14	101.53		400	32.65	534.18	
15	19.38	33.62		•	53	
16	75.73			•	75.73	
17	45.24	158.86	261.15	•	465.25	
18		11.17		•	11.17	
19	50	7		•	57	
20	121.79	67.97		•	189.76	
21				•	0	
22				•	0	
23		180.06		•	180.06	
24	10	207.99		•	217.99	
25		12.6		•	12.6	
26	185.04	18.33			203.37	
27	40.76			•	40.76	
28				•	0	
29	63.79	4.69	250	•	318.48	
30	50	12.86		•	62.86	
31				•	0	
Total	1748.57	1010.14	3323.15	1035.65	7117.51	
100LL	2,088 G					
JetA	6,183 G					
Truck Usage	2,096 G					