

City of Wallis

Regular City Council Meeting
Wednesday, April 17, 2024
6810 Guylor Bldg. B – 6:00 p.m.

The City Council of the City of Wallis, Texas, reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below as authorized by Title 5, Chapter 551, of the Texas Government Code. 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations about competitive matters), and 551.087 (Deliberation about Economic Development Matters).

Join Zoom Meeting

<https://us02web.zoom.us/j/81781089910>

Meeting ID 817 8108 991

Dial: 1 346 248 7799

Members of the public may submit comments as they relate to City Council agenda items to the City Council in the following ways: 1) by emailing the City Secretary at cityclerk@wallistexas.org with your comments to be read during the meeting or 2) if you wish to speak by notifying the City Secretary in advance that you wish to be recognized and connected during the communication from the public portion of the meeting. The deadline to submit comments or request to be connected during the comments from the public portion of the agenda is 4:00pm on Wednesday, April 17, 2024

1. Call to order.
2. Invocation and Pledge of Allegiance.
3. Roll Call and Certification of Quorum
4. Communication from the public (limited to the first eight registrants-limited to three minutes). **In accordance with the Open Meeting Act, City Council may not discuss or take action on any item that has not been posted on the agenda.**
5. Consent Agenda:
This portion of the agenda consists of items considered to be routine and will be enacted by one motion unless separate discussion is requested by a City Councilmember.
Consider and act on approval of:
Minutes – March 20, 2024 and April 2, 2024
6. Action on Department reports if necessary.
 - a. Public Works monthly report
 - b. Police Department monthly/Administrator monthly report
 - c. Municipal Court monthly report
7. Financial Review:
Review and act on monthly report and payment of bills.
8. Action on Follow Up Items, if necessary
 - a. Wastewater Permit
 - b. MIT-Grant Updates- Bid Advertisements and Invitation for Bids for Clay Pipe Replacement and manhole additions, also bid advertisements and invitation for bids for Storm Water Mitigation work has gone out, deadline for bids will be May 15, 2024 at 6:00pm. Bids will be publicly opened and read aloud during the May 15th City Council meeting; no action will be taken at this time. A special meeting will be scheduled about a week later for council's action on conditionally awarding both projects.
 - c. Replacement of City of Wallis sign on Commerce
 - d. Chamber of Commerce Updates

- e. Update on Planning Grant – The plan is to ship the comprehensive plan by May 1st and conduct the final hearing at the city council meeting on May 15th, giving the city two weeks to review the chapters.
f. Job Duties per title

9. New Business:

This portion of the agenda consists of items requiring individual consideration by the Council.

A. Agenda Request

Agenda request from Karen Maresh pertaining to scheduling an animal sterilization truck to come to the city.

B. Downtown Revitalization Program (Contract#CDM21-0196)

Consider/Award Construction Contract for the 2021 Downtown Revitalization Program Contract #CDM21-0196) with Texas Department of Agriculture for sidewalk improvements.

C. Solid Waste Collection & Disposal Services

Discuss and act on awarding bid for solid waste collection and disposal services.

D. Fair Housing Proclamation

Consider and act on approving Proclamation of April as Fair Housing Month

E. Code Enforcement

Discuss and act on advertising for Code Enforcement

F. Ordinance No. 207 A – Rental Housing

Discuss and act on revising Ordinance No. 207A on Rental Housing

G. Trees at Mynarik Park

Discuss and act on removing dying trees along the south boundary of the park.

H. Memorandum of Understanding

Discuss and act on approving the Memorandum of Understanding between the Wallis Economic Development Corporation and the City of Wallis.

I. Performance Agreement

Consider and act on the Performance Agreements between the Wallis Economic Development Corporation and the City of Wallis in reference to three projects, Downtown Revitalization Project, MIT-Grant Project and 6407 Commerce.

J. EDC Updates

Discuss and Possibly action on EDC Updates if necessary

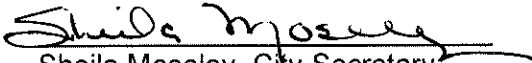
K. Future Agenda Items

Request for future agenda items.

10. Adjourn Meeting.

CERTIFICATE:

I CERTIFY that the above notice of the Regular City Council Meeting, April 17, 2024 was posted on the DESIGNATED PUBLIC NOTICE BOARD at City Hall, 6810 Guyler Bldg. B, Wallis, Texas, and on an outside window and a door visible to the public twenty-four (24) hours a day on the 12th day of April, 2024 at 4:00 p.m.


Sheila Moseley, City Secretary

City of Wallis
Regular City Council Meeting
Wednesday, March 20 2024

This is a true and correct copy of the minutes of the Regular City Council Meeting for the City of Wallis, Texas held on Wednesday, March 20 2024 at 6:00pm.

1. Call to Order

Mayor Little called the meeting to order at 6:00pm.

2. Invocation and Pledge of Allegiance

Leb by Councilmember Belinda Halfin

3. Roll Call and Certification of Quorum

A quorum was present. Present were Councilmember Jame King, Councilmember Belinda Halfin, Councilmember Deborah Boren, Councilmember Clark Main Jr. and Mayor Little. Councilmember Joell Prado was absent.

4. Communication from the Public –

Marti Frost – Marti Frost commented to Council and public regarding Facebook posts accusing EDC of vandalizing property at 6407 Commerce

Amy Fogle – Commented to the Council with her concerns pertaining to rental property inspections.

5. Consent Agenda

Councilmember Belinda Halfin pointed out a few changes to February 21st minutes 1) section 8e to add the Chamber Commerce working on funding for the City of Wallis sign on Commerce and correct type-o on section 9g. Motion made by Councilmember James King, second by Councilmember Deborah Boren to approve the minutes with the above-mentioned corrections. Motion passed unanimously.

6. Action on Department Reports if Necessary

- a. Public Works – No action
- b. Police Department/Admin Report – No action
- c. Municipal Court – No action

7. Financial Review

Motion made by Councilmember James King, second by Councilmember Belinda Halfin to approve financial report and payment of bills. Motion passed unanimously.

8. Action on Follow Up items

- a. Cost to add items to GIS – No update
- b. Wastewater Permit – Still in process, Engineer will be advertising for public comment
- c. MIT Grant Updates – Advertisement for Bids has been published and on website
- d. City of Wallis Sign on Commerce – Chamber and Belinda Halfin are working the project. Chamber is currently working on getting bids.
- e. Chamber of Commerce Updates – Chamber will hold a meet and greet for the candidates running in the May City Elections at the Wallis Columbus Club Hall on April 18th at 7pm.
- f. Update on Planning Committee – Plan will be shipped on the first week of April. City will have two weeks to review the plan prior to the Final Public Hearing date. Date will be set at a later date, looking at April 17th to coincide with the next regular city council meeting.

8. New Business

a. 2021-2022 Draft Audit

Presentation by Heather Delso from Seidel Schroeder on 2021-2022 draft audit of the City of Wallis financials. No action

b. Resolution No. 2024-05

Motion made by Councilmember Belinda Halfin, second by Councilmember James King to adopt Resolution No. 2024-05 – Houston-Galveston Area Council of Governments – Austin County Hazard Mitigation Plan 2024 Update. Motion passed unanimously.

c. Rental Property Inspections

Motion made by Councilmember Clark Main Jr., second by Councilmember Deborah Boren to suspend rental property inspection temporarily and place back on the agenda for next months meeting.

d. Permit Fees

Motion made by Councilmember Clark Main Jr., second by Belinda Halfin to adjust the permit fees to as what they were previously using Bureau Veritas. Motion passed unanimously.

e. Code Enforcement

Tabled

f. Sewer Plant Grants – No action

g. EDC Updates

Advertisement for Bids have gone out the Downtown Revitalization Project.

h. Future Agenda Items

Code Enforcement

Rental Property Inspections

Job Descriptions

10. Adjourn Meeting – Mayor Little adjourned the meeting at 8:05pm.

Preston Little, Mayor

Sheila Moseley, City Secretary

ATTEST:

City of Wallis
Special City Council Meeting
Tuesday, April 2, 2024

This is a true and correct copy of the minutes of the Special City Council Meeting for the City of Wallis, Texas held on Tuesday, April 2, 2024 at 6:00pm.

1. Call to Order

Mayor Little called the meeting to order at 6:00pm.

2. Invocation and Pledge of Allegiance

Led by Mayor Little

3. Roll Call and Certification of Quorum

A quorum was present. Present were Councilmember James King, Councilmember Belinda Halfin, Councilmember Deborah Boren, Councilmember Joell Prado and Mayor Little. Councilmember Clark Main Jr. was absent.

4. Communication from the Public

Marti Frost stated that she would like for people to understand and trusted the process and allow work to go forward with what processes had to happen, we would have saved all the crisis and financials. As the city moves forward with future grants, she hopes that people would be more involved from the beginning.

5. MIT-Grant Storm Water Scope

Motion made by Councilmember Belinda Halfin, second by Councilmember Joell Prado to approve the MIT-Grant Storm water scope as presented. Motion passed unanimously.

6. Adjourn Meeting

Mayor Little adjourned the meeting at 7:11pm.

Preston Little, Mayor

Sheila Moseley, City Secretary

ATTEST:

Public Works Report

March 2024

Replaced curb stop at 6611 Guyler. Responded to water complaint at 119 N. 1st (making a bubbling or gurgling noise, was determined to be a sewer problem on the customer side). Replaced meter at 409 Dogwood. Monitored booster pumps (tighten packing bolts). Disconnects and re-connects. Working/Checking on meters giving error codes (not communicating, tamper, low water pressure), replaced end points.

Repaired broken clean outs in alley between Rogers and Guyler. Checking sewer mains throughout town (no issues).

Cleaned ditch and replaced damaged culvert pipe on Margie St. from 703 to Florence St. and cleaned out culvert pipe (575 ft.). Cleaned ditch and replaced culvert pipes on Church St. from Dogwood to Cedar and cleaned out culvert pipe (540 ft.). Bladed Railroad St. and Marek St. Mowed parking area on S. 1st. Mowing operations have began. Checked all generators. Service equipment, working on slope mower (unit is back together however found some cracks/breaks in mouting supports, in process of getting welder to repair)

Fire Hydrants Flushing Locations

For The Month of March 2024

Gresham & FM 1952	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
South 4 th & Gresham	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
South 4 th & Dubose (Fire Plug)	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
6027 Dubose Alleyway behind house	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
507 South 6 th	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Behind Silva Automotive	3-6-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
217 South 6 th	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
South 8 th in Alley	3-5-24	<input type="checkbox"/> 10 minutes <input checked="" type="checkbox"/> 20 minutes <input type="checkbox"/>	<input checked="" type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
South 8 th & Gresham	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
South 8 th & Demel	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
South 9 th & Henry	3-5-24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>

5321 Demel	3.5.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Commerce & FM 1952	3.5.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
NBC Oil by Fence	3.5.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Lake Court Drive	3.5.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Lake Circle Drive	3.5.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Lakeview Dr End of Street	3.5.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
North 11 th End of Alley	3.5.24	<input type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input checked="" type="checkbox"/> 15 min	<input checked="" type="checkbox"/> Red <input type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
North 9 th & Railroad	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Cleanout @ 6112 Guyler	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Rogers Street (@ end)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
HWY 1093 E (S-Curve in Meterbox)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
334 1093 E (Past Last Driveway)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>

Elm Street & Becky Ln, (Fire Plug)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
South 1 st & Darlene (Fire Plug)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Heritage Square Apartments (Fire Plug)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Anita Ln. & Elm Street	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
HWY 60 Duplex	3.12.24	<input type="checkbox"/> 10 minutes <input checked="" type="checkbox"/> 20 minutes <input type="checkbox"/>	<input checked="" type="checkbox"/> Red <input type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Hwy 60 & Commerce (Fire Plug)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Pririe Harbor (Fire Plug)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
West Front (Fire Plug)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Garden Row (center)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
7024 Leanne	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
7025 Leanne	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Norcross Road (right side)	3.12.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>

Woods Ln (At the End)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Hwy 36 In Front of Park	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
6538 Railroad (Dead End)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input checked="" type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
739 Columbus Road	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Margie Street (HRaneicky Sub)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Barbara Street (HRaneicky Sub)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Deanna Street Behind Water Well II	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Markek Rd (At Marek's Driveway)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Corner of Columbus and Marek Rd	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Ash (At The End)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
City Hall PD Garage	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Guyler & Cedar Street	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>

Sewer Treatment Plant	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
City Meat Market on HWY 36	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
N 10 th (Fire Plug)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Wallis Concrete (Fire Plug)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
Brazos High School (Fire Plug)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
5639 Polak (Fire Plug)	3.21.24	<input checked="" type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input checked="" type="checkbox"/> Clear <input type="checkbox"/>
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		<input type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input type="checkbox"/> Clear <input type="checkbox"/>
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		<input type="checkbox"/> 10 minutes <input type="checkbox"/> 20 minutes <input type="checkbox"/>	<input type="checkbox"/> Red <input type="checkbox"/> Clear <input type="checkbox"/>	<input type="checkbox"/> Red <input type="checkbox"/> Clear <input type="checkbox"/>

Water/Wastewater Report

March 2024

Water – No major issues. Waiting on pump company to give quote for replacement of one booster pump (Shaft is worn- replacing packing for now). Report of air in water line at 119 N. 1st. St. Checked hydrants in surrounding area for air, none detected. Investigated inside residence where sound coming from and determined to be a sewer line issue on customer side.

Wastewater – TCEQ permit is in the technical review stage of process and the city will be notified when complete. WWTF treated average 90,000 gpd. The attached quote for the pump repair at Westgate lift station is \$2960.14 (parts only) and a new pump is estimated \$7,000.00. Recommendation would be to purchase a new pump and rebuilding the existing pump to have a backup pump for use when needed for operational purposes.

PERMIAN

PUMP & VALVE

A Permian Valve Repair, Inc. DBA

PO Box 70141
Odessa, TX 79769

Quote

Date	Quote #
4/11/2024	52536

Name / Address
City Of Wallis P.O Box 190 Wallis, TX 77485

Ship To
6810 Guyler St. Bldg B Wallis, TX 77485

Expires:	Sales Rep	Requested By:	Taken By:
5/11/2024	HOU	ROYCE	JUSTIN COE

Qty	Item	Description	Rate	Total
		30MP Parts		
1	Parts	517280005 3" Flap Valve Kit (#24)	2,162.87	2,162.87
1	Parts	119990002 3" Flap Valve Housing (#20)	591.43	591.43
1	Parts	002410041 O-Ring SC (#33)	10.00	10.00
2	Parts	010300081 Stud (#26)	17.14	34.28
2	Parts	127-058011-243 Nut (#27)	7.14	14.28
2	Parts	05454A011 Lockwasher (#28)	7.14	14.28
1	Freight Charge	Freight Charge	133.00	133.00

4301 N. County Rd. W.
Odessa, TX 79764
Office: 432-381-1313 | Fax: 432-381-2210
www.PermianPumpandValve.com

Subtotal	\$2,960.14
Sales Tax (8.25%)	\$0.00
Total	\$2,960.14

A	B	C	D	E	F	
1	PUBLIC WORKS - WORK ORDER LOG					
2						
3	Work Order #	Project Description	Requested by	Work Order Request Date	Project Start Date	Completion Date
4	3/31/2023	Water/Sewer Tap-Separate Multi unit Dwelling	V. Trevino	3/31/2023	2/1/2024	2/20/2024
5	11/14/2023	Water/Sewer Tap-Separate Multi Unit Dwelling	L. Chiquita	11/14/2023	2/21/2024	2/29/2024
6	12/14/2023	Call Gary Smith about holes at Railroad track crossings	Gary Smith	12/14/2023		2/20/2024
7	12/15/2023	Two water taps -Separate Multi unit Dwellings	Bill Young	12/15/2023		
8	12/18/2023	Fix sink hole in road between 7010 & 7000 Janicek	Debbie Zook	12/18/2023		
9	01-2024-01	Fix Pot Holes on Lakeview around 517 or 519	Mayor	1/22/2024	1/29/2024	1/29/2024
10	01-2024-02	Fix city water leak at Petter Trailer Park between trailer #7 and trailer #8	Randy Petter	1/26/2024	1/30/2024	2/8/2024
11	01-2024-03	Clean out Culverts Guyler & Railroad & 9th	Barnes	1/29/2024		
13	01-2024-04	Clean out ditch at 507 S 6th -David Marek	Mayor-David Marek	1/29/2024		
14	01-2024-05	Install water tap for Brazos Little League Cedar St #4	Nathan Carle	1/30/2024	2/7/2024	2/7/2024
15	01-2024-06	Install sewer tap at 7303 Hwy 60	Spencer Carrey	1/30/2024	2/5/2024	2/8/2024
16	02-2024-07	Identify and clean ditches/culverts on Church & Birch that need to be cleaned	Mayor	2/3/2024		
17	02-2024-08	fill hole in alley way where cement ends and alley begins behind the post office 6418 Railroad	Post Master	2/8/2024	2/12/2024	2/12/2024
19	02-2024-09	mow ditch at 6403 Rogers-requested by Marianne Marek	M. Marek	2/26/2024		
20	03-2024-10	Check on cleanouts behind 6403 Rogers	Mayor/M. Marek	3/13/2024	3/15/2024	3/15/2024
21	03-2024-11	Talk to Ms. Beal about drainage(ditch, culvert) on Clarice	Marie Jo Beal	3/22/2024		
22	03-2024-12	See what can be done behind the post office about water standing.	Post Master	3/22/2024		
23	03-2024-13	Go by and talk to Mr. Gutierrez about drainage issue at 6715 Clarice	Joe Gutierrez	3/22/2024		
24	03-2024-14	Mow ditch at 5703 Commerce	Teresa Gallegas	4/1/2024	4/2/2024	4/2/2024
25	03-2024-15	Fix water leak on city side of meter	Angel Guerrero	4/3/2024		

WALLIS PD COUNCIL REPORT

March 2024

1. Calls For Service: 55
2. Assist: 16
3. Investigations Worked: 5
4. Felony Arrest: 1
5. Misdemeanor Arrest:
6. Traffic Citations: 226
7. Traffic Warnings: 73

Summary:

March 2 – Wallis PD, Sex Offender verification

March 2 – 6000 Block of Commerce, Traffic Stop leading to the arrest of Alba Rodriguez for Felony Warrant out of Harris County – Driving While Intoxicated

March 3 – 5600 Block of Demel, Traffic Accident

March 4 – 6000 Block of Guyler, Noise Disturbance

March 4 – 6400 Block of Commerce, Disturbance

March 4 – 6600 Block of Commerce, Suspicious Vehicle

March 4 – FM 1093 East @ FM 1458, Escort

March 5 – 700 Block of Columbus Rd, Request to speak to Officer

March 6 – 300 Block of South 9th, Welfare Concern

March 6 – 5600 Block of Henry, Animal Control Request

WALLIS PD COUNCIL REPORT

- March 7 – Cedar @ Dogwood, Suspicious Vehicle
- March 8 – Hwy 36 @ Kaechele Rd, Subject walking in roadway
- March 8 – 7000 Block of Commerce, Reckless Driver
- March 10 – 6300 Block of Commerce, Alarm
- March 10 – 7600 Block of Dan Lane, Disturbance
- March 11 – 6100 Block of Guyler, Animal Complaint
- March 11 – 6700 Block of Guyler, Report of Fraud
- March 12 – Columbus Rd @ Cemetery Rd, Vehicle in Ditch
- March 12 – 300 Block of FM 1093 East, Vehicle Accident – Oil Spill
- March 13 – Hwy 36 South @ County Line, Medic Call
- March 13 – Wallis PD, Sex Offender Verification
- March 13 – 6300 Block of Commerce, Alarm
- March 16 – 7600 Block of Hwy 60, Disturbance
- March 17 – Gresham @ South 9th, Animal Complaint
- March 17 – 5600 Block of Demel, 911 Open Line
- March 19 – FM 1093 @ Austin Colony Rd, Vehicle Accident
- March 19 – 1700 Block of Columbus Rd, Trespasser
- March 19 – Wallis PD, Sex Offender Verification
- March 19 – 6500 Block of Commerce, Criminal Mischief
- March 19 – 6100 Block of Commerce, Request to speak to Officer
- March 20 – Legion Rd, Loose Livestock
- March 20 – 6400 Block of Commerce, Damage to Property

WALLIS PD COUNCIL REPORT

March 21 – 100 Block of Cedar, Reckless Driver

March 22 – 6000 Block of Guyler, Snake Complaint

March 23 – 6300 Block of Railroad, 18 Wheeler Complaint

March 23 – 700 Block of Margie, Runaway located out of San Antonio –

Returned to family

March 23 – 400 Block of South 9th, Reckless Driver

March 23 – 100 Block of Cedar, Welfare Check

March 24 – 3600 Block of FM 1093 West, Traffic Accident

March 25 – 6400 Block of Commerce, Open Door

March 25 – 6000 Block of Guyler, 4-Wheeler Complaint

March 25 – 6700 Block of Marek, Welfare Check

March 26 – 6000 Block of Harry, Civil Matter

March 26 – 6900 Block of Church, Medic Call

March 28 – 100 Block of South 3rd, Alarm

March 28 – 300 Block of Cedar, Fraud Report

March 28 – 6900 Block of Westgate, Escort

March 28 – 9800 Block of FM 1952, Report of Theft

March 29 – 6000 Block of Railroad, Animal Complaint

March 30 – Cunningham Rd @ Brazos River, Welfare Concern

March 30 – 200 Block of Birch, Civil Matter

March 30 – Hwy 36 South, Reckless Driver

March 30 – FM 1093 West, Report of Road Rage

WALLIS PD COUNCIL REPORT

March 31- 6100 Block of Commerce, Suspicious Vehicle

March 31 – 6300 Block of Commerce, Alarm

April 17th, 2024 Council Meeting

March 18th

Food Drive

March 22nd

Looked over documents from David Russell from Frontier Fiber Network. Frontier is planning on providing their own high speed internet to the City of Wallis. Meeting in the near future with Frontier.

March 26th

Received information on attending meeting concerning TXDOT and the 2025 to 2028 Rural Transportation Improvement Program.

March 27th

Off

March 28th

Off

March 29th

Off

April 1st

Reviewed potential policy changes for city employees
Conducted first 4th of July meeting

April 3rd

Spoke with Brian Jarrad with Jarrad Development to discuss his interest in developing housing in the Wallis and surrounding areas.

April 4th

Reviewed City Ordinances pertaining to rental property, mainly inspections and frequency of those inspections, water bills, etc...

Suggesting possible change through city council.

April 8th

Conducted 4th of July board meeting

April 9th

Made calls in reference to amenities that will be at the 4th of July event, including rock climbing wall, and two other children rides.

April 10th

Worked with Serv Pro in relation to damage sustained to City Hall Building and Building C due to storm.

Attended meeting to discuss employee job descriptions.

April 11th

Contacted Urbish Electric due to needing one 220 outlet for building B and one for building C to run fans and dehumidifiers due to storm damage

April 12th

Met with David Russell from Frontier to discuss fiber optic the company is wanting to install in the City of Wallis



CITY OF WALLIS MUNICIPAL COURT

March 2024 activity

- Citations filed 212
- Total Cases Disposed 257

Driver Safety Course: 58 disposed cases

Deferred Disposition: 34 disposed cases

TOTAL COLLECTED	\$46,231.11
STATE'S PORTION	\$21,277.74
CITY'S PORTION	\$24,953.37

CITY OF WALLIS

PROFIT & LOSS BUDGET PERFORMANCE REVIEW

CITY OF WALLIS - GENERAL
CITY OF WALLIS - WATER & SEWER
MYNARIK PARK

FOR PERIOD: OCTOBER 1, 2023 THRU MARCH 31, 2024

PRESENTED TO COUNCIL ON APRIL 17, 2024

General Fund
Profit Loss Budget Performance
Through March 31, 2024

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
INCOME			
A. GENERAL REVENUE			
1-51101 · Ad Valorem Taxes-M&O	528,258.89	571,894.00	-43,635.11
1-51103 · Delinquent Taxes	7,022.67	12,000.00	-4,977.33
1-51105 · Penalty & Interest	4,053.98	3,000.00	1,053.98
1-51106 · Tax Certificates	2,323.94	20.00	2,303.94
1-51201 · City Sales Tax	145,692.22	252,000.00	-106,307.78
1-51202 · Mixed Beverage Tax	1,028.12	1,740.00	-711.88
1-51203 · Hotel Occupancy Tax	0.00	0.00	0.00
1-51301 · Franchise Tax Fee	24,999.36	52,000.00	-27,000.64
1-53101 · Mobile Home Park Fee	1,140.00	1,140.00	0.00
1-53102 · License Fees/Liquor	825.00	650.00	175.00
1-53103 · Culvert Fees	250.00	2,000.00	-1,750.00
1-53104 · Contractor Registration Fees	600.00	2,000.00	-1,400.00
1-53105 · Permits & Inspection Fees	12,422.01	30,000.00	-17,577.99
1-53106 · Humane Dept Fees	240.00	300.00	-60.00
1-56105 · EDC reimburse - Street Lights	0.00	6,100.00	-6,100.00
1-56108 · EDC reimburse - Admin	0.00	1,400.00	-1,400.00
1-56115 · Leases & Rentals	2,500.00	6,050.00	-3,550.00
1-56116 · Community Room Rent	0.00	500.00	-500.00
1-56121 · Interest Income	5,167.34	5,000.00	167.34
1-56123 · Sale of Assets	0.00	0.00	0.00
1-56149 · Miscellaneous Revenue	357.49	0.00	357.49
1-56155 · Street Dept. Income	0.00	0.00	0.00
1-56156 · Reserves	0.00	89,000.00	-89,000.00
1-56600 · Accountant's Adjustments	0.00	0.00	0.00
Total A. GENERAL REVENUE	736,881.02	1,036,794.00	-299,912.98
H. GRANT FUND REVENUE			
3-55101 - GLO 19-076-039-B692	0.00	0.00	0.00
3-55104 - American Rescue Plan Fund	0.00	0.00	0.00
3-55105 - GLO 22-085-054-D311	0.00	29,031.00	-29,031.00
3-55106 - GLO 20-065-035-C115	0.00	0.00	0.00
3-55107 - CDM21-0196	0.00	52,500.00	-52,500.00
3-55108 - CPC 21-0544 Planning and Capacity	0.00	19,394.50	-19,394.50
Total GRANT REVENUE	0.00	100,925.50	-100,925.50
B. POLICE DEPT REVENUE			
4-55104 · DJ Edward Byrne Memorial Grant	0.00	0.00	0.00
4-55107 · Crime Victims Grant - Salary	29,463.08	66,521.36	-37,058.28
4-55115 - Bullet Resistance Shield Grant	0.00	0.00	0.00
4-56121 - Interest Income	957.57	1,000.00	-42.43
4-56123 · Sale of Assets	0.00	30,500.00	-30,500.00
4-56148 - Warrant Pool Fee	163.27	0.00	163.27
4-56149 · Miscellaneous Revenue	16.90	0.00	16.90
4-56150 · Donations	450.00	2,500.00	-2,050.00
4-56151 · Kids, Cops & Christmas Income	3,000.00	3,300.00	-300.00
4-56152 · Leose Income	2,189.82	900.00	1,289.82
4-56153 · Forfeiture Income	0.00	0.00	0.00
Total B. POLICE DEPT REVENUE	36,240.64	104,721.36	-68,480.72
C. MUNICIPAL COURT REVENUE			
5-54101 · Fines	306,247.76	600,000.00	-293,752.24
5-56121 · Interest Income - Municipal Court	1,783.07	1,500.00	283.07
Total C. MUNICIPAL COURT REVENUE	308,030.83	601,500.00	-293,469.17

General Fund
Profit Loss Budget Performance
Through March 31, 2024

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
TOTAL INCOME	1,081,152.49	1,843,940.86	-762,788.37

General Fund
Profit Loss Budget Performance
Through March 31, 2024

Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
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EXPENSE

A. GENERAL & ADMIN EXPENSE

1-61100 · Longevity	140.06	140.06	0.00
1-61101 · Salaries	32,269.04	66,215.60	33,946.56
1-61101 - Salaries - Part-time Administrator	6,900.00	0.00	
1-61104 · Overtime	0.00	0.00	0.00
1-61201 · Social Security	2,072.03	2,424.69	352.66
1-61203 · Medicare	484.61	567.07	82.46
1-61205 · State Unemployment Tax (SUI)	117.03	252.00	134.97
1-61207 · Workers Compensation	608.36	2,276.28	1,667.92
1-61209 · Group Insurance	5,518.80	9,722.16	4,203.36
1-61211 · Retirement Benefits	1,965.18	2,346.47	2,394.29
1-61615 · Economic Development Corp	48,138.61	75,000.00	26,861.39
1-62101 · Audit Fees	10,533.33	10,500.00	-33.33
1-62107 · Legal Fees	27,816.65	15,000.00	-12,816.65
1-63101 · Contract Labor - Janitorial Svc	2,340.00	4,680.00	2,340.00
1-63105 · Honorarium	0.00	0.00	0.00
1-63111 · Appraisal District Fees	9,098.50	15,256.00	6,157.50
1-63113 · Tax Collection Fees	0.00	1,000.00	1,000.00
1-64103 · Office Supplies	1,175.45	3,000.00	1,824.55
1-64105 · Postage	661.39	1,500.00	838.61
1-64109 · Inspection Fees	5,052.32	25,700.00	20,647.68
1-64113 · Other Supplies	303.38	1,000.00	696.62
1-64304 · Office Equipment-Purchases	0.00	1,000.00	1,000.00
1-64305 · Office Equipment-Maint and Repair (IT)	809.64	1,500.00	690.36
1-64306 · Office Equipment - Copier Lease	1,831.25	3,800.00	1,968.75
1-64307 · Building - Maint & Repair	3,187.08	0.00	-3,187.08
1-64401 · Telephone Land Line	1,158.96	2,450.00	1,291.04
1-64403 · Electricity	776.12	2,000.00	1,223.88
1-64501 · Insurance-General Liab/Real & Pers	3,453.76	5,792.52	2,338.76
1-64502 · Insurance-Errors & Omission	1,174.50	2,247.00	1,072.50
1-64601 · Dues & Membership	1,754.38	2,500.00	220.00
1-64605 · Subscriptions	579.37	800.00	220.63
1-64701 · Travel & Training Expense	0.00	1,000.00	1,000.00
1-64901 · Advertising Expense	708.13	1,500.00	791.87
1-64907 · Election Expense	0.00	750.00	750.00
1-64923 · Miscellaneous Expense	2,281.00	500.00	-1,781.00
1-67103 · Natural Gas	426.15	720.00	293.85
1-68106 · Website & Yearly Maintenance	0.00	1,650.00	1,650.00
1-68107 · Software License	0.00	2,000.00	2,000.00
1-69104 - GLO 19-076-039-B692	0.00	0.00	0.00
1-69104 - GLO 20-065-035-C115	0.00	0.00	0.00
1-69104 - American Rescue Fund Act	8,972.50	0.00	-8,972.50
1-69104 - CDBG 21-0196	0.00	52,500.00	52,500.00
1-69104 - CPC 21-0544 Planning & Capacity	0.00	22,304.00	22,304.00
Total A. GENERAL & ADMIN EXPENSE	182,307.58	341,593.85	159,286.27

B. STREET DEPT. EXPENSE

2-61100 · Longevity	180.48	180.48	0.00
2-61101 · Salary	27,100.92	52,994.76	25,893.84

**General Fund
Profit Loss Budget Performance
Through March 31, 2024**

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
2-61104 · Overtime	2,517.83	5,616.00	3,098.17
2-61201 · Social Security	1,850.36	3,285.68	1,435.32
2-61203 · Medicare	432.80	768.43	335.63
2-61205 · State Unemployment Tax (SUI)	117.05	504.00	386.95
2-61207 · Workers Compensation	608.36	1,607.04	998.68
2-61209 · Group Insurance	5,518.80	9,722.16	4,203.36
2-61211 · Retirement Benefits	1,790.64	3,179.69	1,389.05
2-64107 · Uniforms	830.97	1,500.00	669.03
2-64111 - Street Signs	358.00	5,000.00	4,642.00
2-64201 · Machinery Fuel-Diesel	2,000.00	4,500.00	2,500.00
2-64203 · Vehicle Maint & Repair/EFLEET	6,603.31	12,900.00	6,296.69
2-64303 · Street Maintenance	9,357.04	30,000.00	20,642.96
2-64307 · Equipment Maint & Repair	4,768.29	16,000.00	11,231.71
2-64310 · Mosquito Control	0.00	1,000.00	1,000.00
2-64311 · Tool Purchases	0.00	2,500.00	2,500.00
2-64405 · Street Lights	17,892.50	32,572.80	14,680.30
2-64503 · Insurance-Auto Liab & Damage	1,637.86	2,229.32	591.46
2-64504 · Insurance-Mobile Equipment	221.50	414.28	192.78
2-64915 · City Beautification	0.00	1,000.00	1,000.00
2-66501 · Capital Expenditures	9,801.21	18,100.00	8,298.79
2-69103 · Street Improvements	0.00	0.00	0.00
2-69104 CDBG MIT 22-085-054-D311	0.00	37,470.00	37,470.00
2-69105 · Drainage Improvements	650.97	10,000.00	9,349.03
Total B. STREET DEPT. EXPENSE	94,238.89	253,044.64	158,805.75
D. POLICE DEPT. EXPENSE			
4-61100 · Longevity	877.96	953.16	75.20
4-61101 · Salary	228,242.75	515,432.56	287,189.81
4-61101 - DJ BYRNE Salary	0.00	0.00	0.00
4-61101 - VICTIMS' GRANT Salary	33,376.00	62,865.00	29,489.00
4-61102 - Part-time Officers	0.00	0.00	0.00
4-61103 - Officer Certification Pay	3,550.00	11,100.00	7,550.00
4-61104 · Overtime	22,912.98	25,000.00	2,087.02
4-61201 · Social Security	17,848.45	35,854.45	18,006.00
4-61203 · Medicare	4,174.21	8,385.32	4,211.11
4-61205 · State Unemployment Tax (SUI)	853.92	2,016.00	1,162.08
4-61207 · Workers Compensation	4,867.00	12,856.52	7,989.52
4-61209 · Group Insurance	43,328.04	87,519.96	44,191.92
4-61211 · Retirement Benefits	17,312.74	34,697.86	17,385.12
4-64102 - Bullet Resistance Shield Grant	0.00	0.00	0.00
4-64103 · Office Supplies	540.35	2,500.00	1,959.65
4-64105 · Postage	0.00	75.00	75.00
4-64107 · Uniforms	891.23	2,000.00	1,108.77
4-64112 · AMMO	0.00	4,000.00	4,000.00
4-64113 - Taser/Body Cam Package	0.00	22,000.00	22,000.00
4-64114 - Flock Cameras	0.00	7,500.00	7,500.00
4-64201 · Fuel	12,157.01	24,000.00	11,842.99
4-64202 · Radar Calibration Expense	0.00	300.00	300.00
4-64203 · Vehicle Maint & Repair	3,649.62	6,500.00	2,850.38
4-64205 - Vehicle Lease/EFLEET	34,338.02	55,000.00	20,661.98
4-64301 · Equipment Purchases	0.00	750.00	750.00

**General Fund
Profit Loss Budget Performance
Through March 31, 2024**

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
4-64304 · Equipment Lease/Ice Machine	860.00	2,520.00	1,660.00
4-64305 · Equip Maint & Repair Electronic	0.00	0.00	0.00
4-64306 · Office Equipment - Copier	1,313.21	2,000.00	686.79
4-64307 · Office Bldg Maint & Repair	826.75	300.00	-526.75
4-64401 · Telephone Land Line	1,716.71	3,000.00	1,283.29
4-64402 · Mobile Data-CAD System	1,620.00	3,240.00	1,620.00
4-64403 · Electricity	776.12	2,500.00	1,723.88
4-64405 · Forfeiture Expense	0.00	0.00	0.00
4-64501 · Insurance-Gen Liab/Law Enf Liab	3,575.00	6,459.76	2,884.76
4-64503 · Insurance-Auto Liab & Dam/Mobile	2,626.80	3,800.84	1,174.04
4-64601 · Dues	0.00	2,000.00	2,000.00
4-64605 · Subscriptions	871.87	1,500.00	628.13
4-64606 · IT Services	791.30	3,000.00	2,208.70
4-64701 · Travel & Training Expense	170.62	3,000.00	2,829.38
4-64901 · Advertising Expense	0.00	100.00	100.00
4-64903 · Jail Use-County	0.00	500.00	500.00
4-64923 · Miscellaneous Expense	378.47	1,300.00	921.53
4-68105 · Software Maintenance	3,809.08	15,000.00	11,190.92
4-68108 · Body Cams	0.00	0.00	0.00
4-69104 · Lease Expense	400.00	0.00	-400.00
4-69105 · Kids, Cops & Christmas Expense	1,582.66	3,000.00	1,417.34
4-69106 · Public Relations & Marketing	0.00	2,000.00	2,000.00
4-69107 · Weapons	0.00	5,500.00	5,500.00
4-69108 · Office Furniture	0.00	2,500.00	2,500.00
4-69109 · Equipment Warranty	0.00	0.00	0.00
4-69111 · Health & Safety Measures	0.00	1,500.00	1,500.00
Total D. POLICE DEPT. EXPENSE	450,238.87	986,026.43	535,787.56
E. MUNICIPAL COURT EXPENSE			
5-21206 · State Fine Expense	155,521.77	294,000.00	138,478.23
5-21207 · State Fine Expense Repayment	3,850.66	7,701.32	3,850.66
5-21243 · MVBA Expense	12,100.49	18,000.00	5,899.51
5-21703 · Omni Fees	1,054.31	2,500.00	1,445.69
5-61100 · Longevity	0.00	0.00	0.00
5-61101 · Salary	46,904.20	100,708.40	53,804.20
5-61201 · Social Security	2,908.05	6,243.92	3,335.87
5-61203 · Medicare	680.12	1,460.28	780.16
5-61205 · State Unemployment Tax (SUI)	276.83	756.00	479.17
5-61207 · Workers Compensation	1,216.76	3,214.12	1,997.36
5-61209 · Group Insurance	11,037.65	19,444.32	8,406.67
5-61211 · Retirement Benefits	2,362.60	5,179.20	2,796.60
5-62101 · Audit Fees	10,533.33	10,500.00	-33.33
5-62109 · Legal Prosecutor	3,312.50	7,500.00	4,187.50
5-62110 · Officer Court Duty	360.00	1,500.00	1,140.00
5-63101 · Contract Labor-Associate Judge	0.00	0.00	0.00
5-63102 · Contract Labor-Code Enforcement	4,280.06	5,000.00	719.94
5-64103 · Office Supplies	217.40	1,200.00	982.60
5-64105 · Postage/Text Messaging	259.40	3,500.00	3,240.60
5-64305 · Office Equipment Maint (IT)	331.60	1,000.00	668.40
5-64306 · Office Equipment - Copier	513.77	1,140.00	626.23
5-64401 · Telephone Land Line	2,139.39	3,700.00	1,560.61

**General Fund
Profit Loss Budget Performance
Through March 31, 2024**

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
5-64403 · Electricity	776.30	2,000.00	1,223.70
5-64601 · Dues & Membership	0.00	100.00	100.00
5-64701 · Travel & Training Expense	1,298.45	3,000.00	1,701.55
5-64905 · Jury Duty Expense	140.00	500.00	360.00
5-64923 · Miscellaneous Expense	0.00	200.00	200.00
5-68105 · Software Maintenance	5,754.51	18,000.00	12,245.49
5-68108 · Transfer to Bldg Sec/Tech Fund	15,466.54	30,000.00	14,533.46
Total E. MUNICIPAL COURT EXPENSE	283,316.69	548,047.56	264,730.87
F. FIRE DEPT. EXPENSE			
6-64403 · Electricity	1,173.55	2,000.00	826.45
6-64501 · General Maintenance/Operations	0.00	0.00	0.00
6-67104 · Natural Gas	1,268.30	1,500.00	231.70
Total F. FIRE DEPT. EXPENSE	2,441.85	3,500.00	1,058.15
G. HUMANE EXPENSE			
7-64101 · Operating Supplies	384.67	1,000.00	615.33
7-64105 · Dog Pound	0.00	100.00	100.00
7-64200 - Contract Labor/Animal Control	0.00	1,000.00	1,000.00
7-64701 · Training & Travel Expense	0.00	0.00	0.00
7-64923 · Miscellaneous Expense	0.00	0.00	0.00
7-65000 · Veterinarian Expense	0.00	400.00	400.00
Total G. HUMANE EXPENSE	384.67	2,500.00	2,115.33
TOTAL EXPENSE	1,012,928.55	2,134,712.48	1,121,783.93
NET INCOME	68,223.94	-290,771.62	358,995.56

CITY OF WALLIS

PROFIT & LOSS BUDGET PERFORMANCE REVIEW

CITY OF WALLIS - GENERAL
CITY OF WALLIS - WATER & SEWER
MYNARIK PARK

FOR PERIOD: OCTOBER 1, 2023 THRU MARCH 31, 2024

PRESENTED TO COUNCIL ON APRIL 17, 2024

Wallis Water & Sewer
Profit & Loss Budget Performance
Through March 31, 2024

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
INCOME			
52101 · Water Sales	116,153.48	276,480.00	-160,326.52
52141 · Water Tap Fees	1,950.00	2,000.00	-50.00
52143 · Reconnect Fees	3,450.00	6,000.00	-2,550.00
52145 · Late Fees	6,879.77	11,000.00	-4,120.23
52150 · Sales Tax	6,461.09	12,725.00	-6,263.91
52201 · Sewer Sales	93,124.43	188,240.00	-95,115.57
52241 · Sewer Tap Fees	1,950.00	3,000.00	-1,050.00
52301 · Garbage Fees	84,377.15	165,000.00	-80,622.85
56121 · Interest Income	1,495.51	2,500.00	-1,004.49
56140 - GLO 20-065-035-C115 Generators	0.00	0.00	0.00
56141 - CDBG 22-085-054-D311 Harvey Mit	0.00	0.00	0.00
56142 - 21-22 TX CDBG	0.00	315,000.00	-315,000.00
56143 - CPC21-0544 Planning (Half)	0.00	19,394.50	-19,394.50
56149 - Water-Sewer Sales Transfer	0.00	35,280.00	-35,280.00
56150 - Reserves	0.00	89,000.00	-89,000.00
TOTAL INCOME	315,841.43	1,125,619.50	-809,778.07
EXPENSE			
61100 · Longevity	470.94	470.94	0.00
61101 · Salaries	113,784.68	256,620.92	142,836.24
61104 · Overtime	5,103.81	5,616.00	512.19
61201 · Social Security	7,376.54	15,910.50	8,533.96
61203 · Medicare	1,725.08	3,721.00	1,995.92
61205 · State Unemployment Tax (SUI)	589.58	1,008.00	418.42
61207 · Workers Compensation	2,433.50	6,428.28	3,994.78
61209 · Group Insurance	15,506.16	39,437.76	23,931.60
61211 · Retirement Benefits	7,016.97	15,397.25	8,380.28
62101 · Audit Fees	10,533.34	10,500.00	-33.34
62105 · Engineering Fees	0.00	10,000.00	10,000.00
63101 · Environmental Contracts	1,595.65	5,000.00	3,404.35
63102 · License Permits	4,188.26	5,500.00	1,311.74
63103 · Contract Labor-Water Testing	36,000.00	72,000.00	36,000.00
63109 · Garbage Pickup	67,275.83	133,200.00	65,924.17
64101 · Operating Supplies	3,958.57	4,000.00	41.43
64103 · Office Supplies	237.76	3,000.00	2,762.24
64104 · Software & Maintenance (IT)	2,760.70	2,500.00	-260.70
64105 · Postage-Water Bills	2,926.03	5,000.00	2,073.97
64107 · Uniforms	730.96	1,500.00	769.04
64108 · Sales Tax Expense	6,446.15	12,780.00	6,333.85
64109 · Chemicals	2,928.50	7,000.00	4,071.50
64115 · Water Conservation Expense	1,403.81	3,600.00	2,196.19
64201 · Fuel	4,855.10	9,000.00	4,144.90
64203 · Vehicle Maint. & Repair/EFLEET	6,589.42	12,912.00	6,322.58
64204 · Equipment Purchases	15.96	2,000.00	1,984.04
64205 · Equipment Lease/Rental	1,491.50	3,270.00	1,778.50
64305 · Equipment Maint & Repair	520.71	7,000.00	6,479.29
64307 · System Maint & Repair	42,549.76	40,000.00	-2,549.76
64308 · Sewer & Water Extentions	579.95	4,000.00	3,420.05
64309 · Building Maint & Repair	55.40	13,000.00	12,944.60

Wallis Water & Sewer
Profit & Loss Budget Performance
Through March 31, 2024

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
64311 · Tool Purchases	201.56	3,000.00	2,798.44
64401 · Telephone Land Line	42.74		
64402 · Telephone Cellular	432.86	1,004.00	571.14
64403 · Electricity	17,122.50	32,532.60	15,410.10
64501 · Insurance-Liab Sewage Backup	247.50	495.00	247.50
64503 · Insurance-Auto Liab & Damage	1,637.86	2,229.20	591.34
64504 · Insurance-Mobile Equipment	221.50	414.28	192.78
64701 · Travel/Training Expense	0.00	500.00	500.00
64901 · Advertising Expense	0.00	0.00	0.00
64923 · Miscellaneous Expense	0.00	500.00	500.00
66501 · Capital Outlay Equipment	0.00	0.00	0.00
66503 - GLO 20-065-035-C115 Generators	0.00	0.00	0.00
66504 - CDBG 22-085-054-D311 Harvey Mit	0.00	20,592.00	20,592.00
66505 - 21-22 TX CDBG Water Well #1	0.00	350,000.00	350,000.00
66506 - CPC21-0544 Planning	0.00	22,304.00	22,304.00
67103 · Centerpoint/Natural Gas	1,642.66	4,000.00	2,357.34
SUBTOTAL	<u>373,199.80</u>	<u>1,148,943.73</u>	<u>775,743.93</u>
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTAL EXPENSE	<u>373,199.80</u>	<u>1,148,943.73</u>	<u>775,743.93</u>
NET INCOME	<u><u>-57,358.37</u></u>	<u><u>-23,324.23</u></u>	<u><u>-34,034.14</u></u>

Mynarik Park
Profit Loss Budget Performance
Through March 31, 2024

	Thru 3/31/2024 Actual	2023-2024 Budget	\$ Variance
INCOME			
8-41000 · Park Rental Fees	490.00	0.00	490.00
8-42000 · Donations-July 4th Event	0.00	13,000.00	-13,000.00
8-43000 · Park Events Income	0.00	0.00	
8-49000 · Interest Income	11,047.35	10,000.00	1,047.35
TOTAL INCOME	<u>11,537.35</u>	<u>23,000.00</u>	<u>-11,462.65</u>
EXPENSE			
8-50001 · Accounting & Audit Fees	0.00	0.00	0.00
8-50002 · Architect / Conceptual Design	0.00	0.00	0.00
8-50003 · Engineering Services	0.00	0.00	0.00
8-50004 · Environmental Contracts	1,167.35	1,000.00	-167.35
8-50005 · Legal Fees	0.00	0.00	0.00
8-61101 · Salaries	0.00	0.00	0.00
8-61201 · Social Security	0.00	0.00	0.00
8-61203 · Medicare	0.00	0.00	0.00
8-61205 · State Unemployment Tax (SUI)	0.00	0.00	0.00
8-61206 · Workers Compensation	0.00	0.00	0.00
8-61211 · Retirement	0.00	0.00	0.00
8-62101 · Equipment Purchases	0.00	400.00	400.00
8-62102 · Equipment Main & Repair	460.80	2,000.00	1,539.20
8-62103 · Machinery Fuel & Diesel	1,000.00	1,500.00	500.00
8-62105 · Operating Supplies	94.94	1,000.00	905.06
8-63101 · Building Maint & Repair	415.46	1,500.00	1,084.54
8-63102 · Electricity	793.87	2,000.00	1,206.13
8-63300 · Grounds Maintenance	0.00	3,000.00	3,000.00
8-63301 · Road Maintenance	0.00	5,000.00	5,000.00
8-63400 · Security - ADT	494.58	5,000.00	4,505.42
8-64501 · Insurance - Real/Pers Property	2,935.24	4,971.00	2,035.76
8-64502 · Insurance - General Liability	153.50	300.00	146.50
8-64900 · July 4th Event	0.00	15,000.00	15,000.00
8-70000 · Capital Improvements - Road	0.00	0.00	0.00
8-80000 · Capital Improvements - Park	0.00	40,000.00	40,000.00
TOTAL EXPENSE	<u>7,515.74</u>	<u>82,671.00</u>	<u>75,155.26</u>
NET INCOME	<u>4,021.61</u>	<u>-59,671.00</u>	<u>63,692.61</u>



**CITY OF WALLIS
AGENDA REQUEST FORM
INDIVIDUAL/BUSINESS**

Date: April 2 2024

Date of Meeting: 4-17-2024

Name of Individual KAREN MARESH

Name of Business: _____

Address: 248 S. 6TH ST Wallis TX 77485

Phone Number: 832-279-4739

E-Mail Address: Karenbmaresh@hotmail.com

**Brief description of topic to be discussed:
Please attach one original of any documents pertaining to the topic-
We do not allow handouts at the meeting**

Animal Sterilization Truck

Requested by(PRINT): _____ Signature: Karen B Maresh

Please return to: City of Wallis
Attn: City Secretary
P. O. Box 190
Wallis, TX 77485

Phone: (979) 478-6712

Fax (979) 478-7537

E-mail – cityclerk@wallistexas.org



BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P.O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

April 12, 2024

**Mr. Preston Little
Mayor
City of Wallis
6810 Guyler, Bldg B
Wallis, Texas 77485**

**RE: Bid Award Recommendation
TxCDBG Downtown
Revitalization Project - 2021
Cont. No. CDM21-0196 (CFDA No. 14.228)
BEFCO Job No. 21-7928**

Dear Mayor Little:

The bid opening for the TxCDBG Downtown Revitalization Project (Contract No. CDM21-0196) was held on Tuesday, April 9, 2024. In total, BEFCO sent the bid advertisement for the project to 58 contractors and 12 plan rooms during the bidding process. In addition, the bid advertisement was also placed in The Sealy News and online at civcastusa.com. Through the various mediums, a total of 23 contractors and 3 plan rooms requested / downloaded plan sets and bid documents. At the bid opening, the City received three (3) bids for the project (see attached bid tally) ranging from \$336,385.72 to \$520,266.00 for the total base bid (Items 1-16). The low bidder for the project was Boettcher Hlavinka Co., LLC of East Bernard.

BEFCO's estimate for the project was \$320,000. Thus, the low bid for the project was approximately five percent (5%) higher than our estimate. In reviewing the pricing for the various lines items on the bid form provided by Boettcher Hlavinka, BEFCO did not see any significant variation between the prices provided by the contractor and our estimate. In short, the pricing given by Boettcher Hlavinka was generally within reason of what one may expect for the various scopes of work.

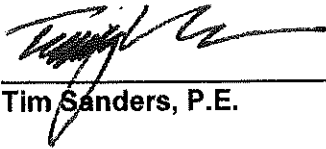
The total construction budget that is currently approved in Contract No. CDM21-0196 (CFDA No. 14.228) for this project is \$312,500.00. Based on the above, the contractor's bid (\$336,385.72) is approximately \$23,885.72 above the approved construction budget. Per grant requirements, any costs above the approved construction budget would be the sole responsibility of the city. If the City does not want to expend any additional funds above the construction budget, BEFCO (in coordination with the City) would then seek to reduce the project scope and, in turn, the project cost so that the total overall cost would be at or slightly below the approved construction budget. Per grant and bid documents, the City has the right to change project scope with the contractor provided the overall cost does not decrease by more than 18 percent (18%) or increase by 25 percent (25%). Should the City pursue this option, this would occur via change order after the project is awarded and the construction contract is executed.

Per our review of their bid package, Boettcher Hlavinka's bid submittal is complete; and they are the lowest, most responsive bidder. As such, BEFCO Engineering recommends the City of Wallis award the contract to Boettcher Hlavinka Co., LLC for the total base bid amount of \$336,385.72.

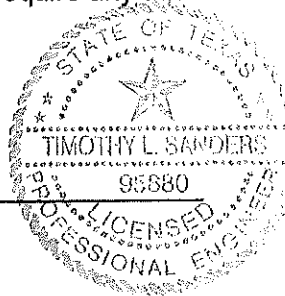
"Proficient, practical engineering and land surveying services with a sense of small-town values and care"

Should you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,



Tim Sanders, P.E.



4-12-24

Attachment: Bid Tab Summary

CITY OF WALLIS
 TXCDBG DOWNTOWN REVITALIZATION PROGRAM - 2021
 CONTRACT NO. CDM21-0196 (CFDA NUMBER 14.228)
 BEFCO JOB NO. 21-7928

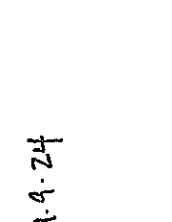
Item No.	Est. Qty.	Units	Description in Words	Boettcher Hlavinka Co., LLC		JKD Industries LLC		Lone Star Sitework LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	594	SY	SAWCUT, DEMOLISH, AND REMOVE / DISPOSE OF EXISTING ASPHALT PAVEMENT, CONCRETE PAVEMENT, SIDEWALKS, ETC.	\$36.60	\$21,740.40	\$88.00	\$52,272.00	\$43.00	\$25,542.00
2	4	EA	REMOVE AND RELOCATE EXISTING SIGNS	\$305.00	\$1,220.00	\$407.00	\$1,628.00	\$300.00	\$1,200.00
3	1	EA	REMOVE, RELOCATE, & RE-SET MAILBOX FOR INSTALLATION OF PROPOSED IMPROVEMENTS	\$610.00	\$610.00	\$506.00	\$506.00	\$450.00	\$450.00
4	1	LS	REMOVE AND DISPOSE OF EXISTING HANDRAIL		\$6,100.00		\$4,246.00		\$500.00
5	593	SY	FURNISH AND INSTALL 5-INCH (5") THICK REINFORCED CONCRETE SIDEWALK AND RAMPS	\$122.00	\$72,346.00	\$195.00	\$115,635.00	\$175.00	\$103,775.00
6	107	SY	FURNISH AND INSTALL 6-INCH (6") THICK REINFORCED CONCRETE PAVEMENT	\$134.20	\$14,359.40	\$282.00	\$30,174.00	\$197.00	\$21,079.00
7	471	LF	FURNISH AND INSTALL REINFORCED CONCRETE CURB AND GUTTER OR REINFORCED CONCRETE VALLEY GUTTER (2' OR LESS)	\$42.70	\$20,111.70	\$65.00	\$30,615.00	\$45.00	\$21,195.00
8	127	SY	FURNISH AND INSTALL 2-INCH (2") THICK COMPACTED TYPE 'D' HOT MIX ASPHALTIC CONCRETE (HMAC) PAVEMENT FOR ASPHALT PAVEMENT REPAIR	\$97.60	\$12,395.20	\$178.00	\$22,606.00	\$145.00	\$18,415.00
9	237	LF	FURNISH AND INSTALL 36-INCH (36") PEDESTRIAN HANDRAIL PER DETAILS AND NOTES	\$146.40	\$34,696.80	\$77.00	\$18,249.00	\$160.00	\$37,920.00
10	267	LF	FURNISH AND INSTALL 42-INCH (42") PEDESTRIAN GUARDRAIL PER DETAILS AND NOTES	\$164.70	\$43,974.90	\$88.00	\$23,496.00	\$170.00	\$45,390.00
11	1	LS	ELECTRICAL INSTALLATION (EXCLUDING STREET LIGHTS)		\$45,140.00		\$22,740.00		\$182,400.00
12	5	EA	FURNISH AND INSTALL NILAND TWILIGHT SERIES STREET LIGHT	\$5,174.26	\$25,871.32	\$5,006.00	\$25,030.00	\$2,880.00	\$14,400.00
13	1	LS	FURNISH AND INSTALL HANDICAP PARKING SPACE PAINTING / STRIPING		\$3,050.00		\$3,135.00		\$5,000.00

Item No.	Est. Qty.	Units	Description in Words	Boettcher Hlavinka Co., LLC		JKD Industries LLC		Lone Star Sitework LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
14	6	MO	FURNISH AND INSTALL TRAFFIC CONTROL MEASURES FOR SAFETY FOR THE DURATION OF CONSTRUCTION	\$3,660.00	\$21,960.00	\$6,193.00	\$37,158.00	\$800.00	\$4,800.00
15	1	LS	FURNISH AND INSTALL EROSION CONTROL MEASURES FOR THE DURATION OF CONSTRUCTION		\$610.00		\$3,245.00		\$5,000.00
16	1	LS	MOBILIZATION AND DE-MOBILIZATION FOR THE DURATION OF THE PROJECT		\$12,200.00		\$29,535.00		\$33,200.00
TOTAL BASE BID (ITEMS 1-16):					\$336,385.72		\$420,270.00		\$520,265.00

Note:

In Line Item No. 8 of Lone Star Sitework's bid, the unit price quoted by written words did not match the unit price quoted by numerical value. Per Note 6 in the bid schedule, "In the event of discrepancies in unit prices between written words and numerical value, the written words will prevail and the total bid amount will be adjusted accordingly." Total was adjusted accordingly.

I certify that this is correct and true to the best of my knowledge and belief.
 BEFCO Engineering, Inc. (F-2011)



4-9-24

[Signature]
 Timothy Sanders, P.E.
 Registration No. 95880
 April 9, 2024

PROCLAMATION OF APRIL AS FAIR HOUSING MONTH

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the CITY COUNCIL of City of Wallis, do proclaim April as Fair Housing Month in City of Wallis and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the CITY COUNCIL of City of Wallis, State of Texas, on the 17th day of April, 2024.

APPROVED:

Preston Little, Mayor

ATTEST:

Sheila Moseley, City Secretary

ORDINANCE 207-A

AN ORDINANCE OF THE CITY OF WALLIS, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF WALLIS, TEXAS, BY AMENDING ORDINANCE 207 TO AMEND TO ORDINANCE 207A, ENTITLED "RENTAL HOUSING," ESTABLISHING REGULATIONS FOR LANDLORDS AND OWNERS OF SINGLE-FAMILY, DUPLEX AND MULTI-FAMILY RESIDENTIAL RENTAL PROPERTIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Wallis finds a substantial number of the City's residents who live in single family and duplex dwellings are renters; and

WHEREAS, the City currently has few regulations in place that require landlords to maintain renter-occupied dwellings in safe or sanitary conditions, and a need exists to protect the health and safety of those citizens who occupy rental property; and

WHEREAS, the City Council finds and determines that the regulations adopted herein are in the best interest of the citizens of the City and are necessary to preserve and protect public health and safety.

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

RENTAL HOUSING

DIVISION 1. Single-Family and Duplex Dwellings

Sec. 1 - 1. Definitions.

For the purposes of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section, unless the context clearly indicates otherwise:

Code enforcement official shall refer to any person designated by the city council/city administrator as being responsible for the administration and enforcement of this article.

Dwelling unit means a structure or that part of a structure which is used as a residence.

Landlord means the owner, property manager, or any person having or exercising supervision or control over rental property that is or is intended to be occupied by another. A person having or exercising supervision or control of rental property is, for all purposes under this article, deemed a landlord, regardless of whether ownership or title to the real estate is vested in another.

Owner means any person claiming, or in whom is vested, the ownership, dominion or title of real property, including, but not limited to:

- 1) the holder of fee simple title;
- 2) the holder of a life estate;
- 3) the holder of a leasehold estate for a term of at least five years;
- 4) the holder of a leasehold estate who, in turn, subleases property to another; or
- 5) the buyer in a contract for deed.

Rental Property or Rental Properties means a single-family or duplex dwelling unit, not occupied by the owner, and which is leased or rented or intended to be leased or rented to another person, for or without consideration.

Tenant means any person who occupies rental property for residential purposes with the landlord's consent, regardless of whether the occupancy is in exchange for monetary consideration.

Sec. 1 - 2. Applicability.

This division shall apply to all single-family and duplex dwelling rental properties within the territorial limits of the city. Division 2 of this article shall apply to apartment buildings, apartment complexes, multi-family dwellings not covered by Division 1, and the individual apartments and dwelling units within those buildings.

Sec. 1 - 3. Registration of rental properties required.

a) No person shall own, operate, lease, rent or maintain rental property within the city without first registering the rental property with the city. Rental properties shall be registered annually, within 30 days prior to the expiration of the anniversary of the date of its issuance each year. Registration shall be by written application submitted to and on a form provided by the code enforcement official identifying, at a minimum, the name and address of the owner, the name and address of the landlord, and the address, age and interior square footage of the rental property. Registration may be approved but occupancy may not occur unless and until the rental property has been inspected for compliance with the minimum standards set forth in this article.

b) Rental property registration may be denied, suspended or revoked by the code enforcement official if:

- 1) the application contains false information;
- 2) the utility accounts are NOT set up in the tenants name.
- 3) the rental property is not in compliance with the standards set forth in this article;
- 4) access to the property by the code enforcement official has been impaired so as to prevent timely inspection of the premises;
- 5) a change in tenancy has occurred and the landlord or owner has failed to request an inspection as required by this article; or
- 6) there exists any condition in, on or near the rental property that renders the rental property unsafe or unfit for human habitation or occupancy or presents a threat to public health or safety.

c) The denial, suspension or revocation of a registration may be appealed to the city council in the same manner as an appeal from the denial, suspension or revocation of a license hereunder.

Sec. 1 - 4. Applications and fees.

a) The code enforcement official may, at any time, require additional information of the owner or landlord to clarify or supplement items on the application for license or registration.

b) There shall be no annual fee for issuing a license or registration.

Sec. 1 - 5. Appointment, powers and duties of code enforcement official.

a) The code enforcement official is hereby designated as the administrator of this article.

b) In addition to the powers and duties previously prescribed for the code enforcement official, as administrator of the article he is required to:

- 1) administer and enforce all provisions of this article;
- 2) keep and maintain records of all licenses and registrations issued;
- 3) adopt rules and regulations, not inconsistent with the provisions of this article, with respect to the form and content of applications for licenses and registrations, the investigation of applicants, and other matters incidental or appropriate to his or her powers and duties as may be necessary for the proper administration and enforcement of the provisions of this article; and
- 4) Conduct, on his or her own initiative, periodic investigations of rental properties throughout the city concerning compliance with this article.

Sec. 1 - 6. Minimum standards.

a) All rental properties, inclusive of the primary dwelling structure, all accessory structures, and the premises comprising the property, shall be kept and maintained by the owner and the landlord in accordance with the following minimum standards:

- 1) the property must be maintained in a safe and habitable condition;
- 2) the property must be adequately served by all utilities, including but not limited to electricity, water and sanitary sewer services;
- 3) Any violations of the city's nuisance regulations prohibiting junk motor vehicles, high grass and weeds, dangerous vegetation, dilapidated fencing, and accumulations of stagnant water, rubbish, and unwholesome matter of any kind shall be remedied in a timely manner upon notification; and
- 4) the property shall be kept and maintained in accordance with the standards and requirements set forth in the International Property Maintenance Code, as adopted by the city.

Sec. 1 - 7. Inspections; certificate of occupancy.

a) Inspection. Rental property shall be inspected for compliance with the provisions of this article as follows:

- 1) upon first-time registration, if unoccupied or warranted by receipt of a complaint; and
- 2) each time there is a change in tenancy. The applicant or landlord shall request that the inspection be conducted by the City.
- 3) The inspection fee is set in the City of Wallis Master Fee Schedule

b) No registration, certificate of occupancy or release of utilities shall be issued if, as a result of an inspection, it is determined that the rental property does not comply with the standards of this article.

c) Any life safety or critical deficiencies noted by inspection shall be corrected prior to issuance of a certificate of occupancy and prior to occupancy. A re-inspection may not be necessary if the owner or landlord submits sufficient proof to the City from which the City can determine that all noted violations have been appropriately repaired or corrected. Sufficient proof includes, but is not limited to, an affidavit stating that the repairs have been completed, receipts for materials used in the repair or receipts for the work done to affect the repair, and/or photographs of the repair(s).

d) Certificate of Occupancy. No rental property shall be occupied unless a valid certificate of occupancy has been issued by the City for the premises. A certificate of occupancy is required for each change in tenancy. The certificate shall be issued if, after inspection, the rental property complies with this article and the Code of Ordinances.

Sec. 1 - 8. Violations; affirmative defenses.

- a) No person may violate any provision of this article, including landlords, owners, tenants and occupants of rental property.
- b) A person commits an offense if he acts in the capacity of a landlord without a valid license issued under this article.
- c) A landlord or an owner commits an offense if he rents, leases, or allows another to occupy rental property that is not registered, has not passed a city inspection, or does not have a valid certificate of occupancy.
- d) A landlord or an owner commits an offense if he rents, leases, or allows another to occupy rental property after having been provided with notice of a cease-and-desist order issued by the code enforcement official to vacate the premises or repair or remediate a condition that is a violation of this article or causes a public nuisance.
- e) No landlord or owner may prevent or impair an inspection under this article, or actively and knowingly conceal, cover or disguise any condition that is a violation of the standards imposed by this article.
- f) It shall be an affirmative defense to the prosecution of an offense under this article if:
 - 1) the rental property is a bed and breakfast, defined herein as a dwelling occupied as a permanent residence by an owner or renter in which sleeping accommodations of not more than four rooms are provided or offered for transient guests for compensation;
 - 2) the rental property is a group home for elderly persons or persons with disabilities;
 - 3) the tenant is hired by the owner as a short-term caretaker of the dwelling or is related to the owner within one degree of affinity or consanguinity; or
 - 4) the rental property is not used for residential purposes.

Sec. 1 - 9. Penalties; remedies.

- a) A violation of this article is punishable by a fine not to exceed the sum of five hundred dollars (\$500.00). Each day a violation continues shall be deemed a separate offense.
- b) Unless otherwise expressly provided for herein, no intent need be pleaded or proven in the prosecution of an offense under this article, and a person in violation shall be strictly liable, regardless of intent.
- c) The remedies provided for in this article are cumulative of each other and of any other remedy provided for and allowed by law. In addition to any other remedy allowed by law, the city may seek injunctive relief in any court of proper jurisdiction to restrain or enjoin a violation of any provision of this division.

DIVISION 2. Multi-Family Dwellings

Sec. 1 - 10. Definitions.

For the purposes of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section, unless the context clearly indicates otherwise:

Code enforcement official shall refer to any person designated by the city manager as being responsible for the administration and enforcement of this article.

Dangerous building refers to any building with exterior or interior conditions that pose a danger to the life, limb, health, property or safety of any person.

Dwelling unit means a structure or that part of a structure which is used as a residence.

Landlord means the owner, property manager, or any person having or exercising supervision or control over rental property that is or is intended to be occupied by another. A person having or exercising supervision or control of rental property is, for all purposes under this article, deemed a landlord, regardless of whether ownership or title to the real estate is vested in another.

Managing agent shall refer to a person who lives in this state and who is authorized by the owner of a multi-family residential rental building to accept legal service relevant to that building on his or her behalf.

Multi-family Residential Building refers to a building or structure containing three or more individual residential units which are leased or rented or intended to be leased or rented to another person, for or without consideration, for residential purposes. The term also includes accessory buildings and structures intended for human occupancy and use by residents of a primary multi-family residential building.

Order to Correct refers to an order that requires any person acting in the capacity of an owner, managing agent, property manager or landlord of a multi-family residential building to correct any building code violation.

Owner means any person claiming, or in whom is vested, the ownership, dominion or title of real property, including, but not limited to:

- 1) the holder of fee simple title;
- 2) the holder of a life estate;
- 3) the holder of a leasehold estate for a term of at least five years;
- 4) the holder of a leasehold estate who, in turn, subleases property to another; or
- 5) the buyer in a contract for deed.

As used in this division, *Owner* also includes any agent, association, company, corporation, firm, partnership, person or organization of any kind having a legal or equitable interest in a multi-family residential building.

Property shall refer to the land on which one or more multi-family residential buildings are located, and is inclusive of the land and all buildings and structures thereon.

Property manager means a person who for compensation has managing control of a multi-family residential building.

Resident shall refer to any person who occupies a residential unit in a multi-family residential building.

Residential unit means any single residential dwelling unit within a multi-family residential building or portion thereof that is used or intended to be used for residential purposes. The term is inclusive of units within mixed-use buildings whereby an occupant may utilize an area for combined residential and commercial or retail purposes.

Substandard building means a building, structure or multi-family residential building which is not in compliance with the provisions of the International Property Maintenance Code, as adopted by the City, or the provisions of any building, residential or property code adopted by the city for the purposes of protecting the life, health or safety of occupants or residents.

Sec. 1 - 11. Application for Annual license.

a) No person may operate a multi-family residential building, and shall not offer for rent, lease or occupancy, a residential unit in a multi-family residential building without first having applied for and been granted an annual license from the city. To obtain an annual license, an owner shall complete and submit an application on a form prescribed by the city that shall, at a minimum, require the applicant to provide:

- 1) the property's trade name, physical address, business address, the total number of residential rental buildings located on the property, the total number of residential rental units located on the property and the year in which construction of each residential rental building located on the property was completed;
- 2) the name, permanent address and telephone numbers of the property owner, the property manager and, if the property owner does not reside in this state, the managing agent;
- 3) the names, addresses and telephone numbers of any mortgagees of the property;
- 4) if the property owner is a partnership, the names and telephone numbers of the managing partner and the partnership's principal business address;
- 5) If the property owner is a corporation, limited liability company, partnership, general partnership, limited liability partnership, trust or real estate investment trust, the name, physical business address and telephone numbers of the following:
 - A. for a corporation, the chief executive officer;
 - B. for a limited liability company, the managing or administrative member;
 - C. for a partnership, limited partnership or limited liability partnership, the general partner;
 - D. for a trust, a trustee; for a real estate investment trust, the general partner; or
 - E. for any other legal entity not named in the foregoing subsections, the name and address of a duly authorized agent; and
- 6) any other information deemed material by the city.

Sec. 1 - 12. Annual licensing requirements.

- a) Upon submission of an application, the city may inspect the property and the multi-family residential building for compliance with minimum standards imposed by city health and safety codes.
- b) An annual license shall expire on the first anniversary of the date of its issuance.
- c) An annual license shall expire on the thirtieth (30th) day following a change of ownership of the property on which the building is situated. For the purposes of this subsection, a change in ownership shall not include a transfer or conveyance of an ownership interest in a building to an affiliate entity of the owner. The City shall act on an application for an annual license within 30 days of submission of an application.
- d) An application for an annual license shall be submitted by all owners of multi-family residential buildings within sixty (60) days following the effective date of the ordinance adopting the regulations contained within this division. However, multi-family residential buildings that are occupied and in operation on the effective date may not be denied the opportunity to continue business operations during the period in which an application is pending.
- e) The city may grant extensions of the application deadlines provided for in this division upon terms and condition deemed reasonable by the city in the city's sole discretion.
- f) There is no annual licensing fee.

Sec. 1 - 13. Denial of annual license; appeal.

- a) An application for annual license may be denied, revoked or suspended by the code enforcement official if:
 - 1) an application contains materially false information;
 - 2) a multi-family residential building or an accessory building intended for use or occupancy by residents of a multi-family residential building has conditions that present a danger to life, health or safety;

3) an owner, property manager or landlord has prevented any inspection by the code enforcement official or has actively concealed any condition that presents a threat to life, health or safety or that is a violation of any provision of city health and safety codes;

4) a multi-family residential building or an accessory building intended for use or occupancy by residents of a multi-family residential building is not in compliance with minimum standards imposed by city health and safety codes;

5) an order to correct, issued by the code enforcement official, has not been complied with, and at least seven (7) days have elapsed since the order to correct was issued; or

6) a multi-family residential building or any accessory building is a dangerous building.

b) A denial, suspension or revocation may be appealed to the board of adjustment if written notice of the appeal is received within twenty (20) days of the denial, suspension or revocation. The board's decision shall be final and binding.

Sec. 1 -- 14. Inspections.

a) The city may inspect multi-family residential buildings or any portions thereof annually, at intervals deemed appropriate by the code enforcement official, or upon receipt of a complaint submitted by any person regarding a violation of any provision of city health and safety codes. Inspections may, at the discretion of the code enforcement official, be restricted to limited portions of a multi-family residential building. The city may adopt policies and procedures regarding inspection programs and the conduct of inspections under this division.

b) The code enforcement official shall provide at least three (3) days' prior notice of an intent to inspect interior inspections. It is the responsibility of the owner, property manager or landlord to notify residents and to secure the residential unit in preparation for inspection.

c) It is unlawful for an owner, property manager or landlord to prevent any inspection under this division, to deny or refuse access to property for the purposes of inspection, to falsify any document or record incident to an inspection, or to attempt to conceal any condition that may be a violation of any provision of city health and safety codes.

d) Residents of individual residential units may opt out of an inspection of the residential unit occupied by that person. The election to opt out of an inspection of an individual unit must be in writing and on a form promulgated by the city for that purpose.

Sec. 1 -- 15. Order to correct.

Upon inspection, the code enforcement official may issue an order to correct any violations found by an inspection, requiring the owner, property manager or landlord to correct any violation of any provision of city health and safety codes. The code enforcement official may, in his or her discretion, establish a reasonable time within which a specified violation must be corrected and repairs be made. An order to correct may be revised, amended or extended by the code enforcement official, in his or her discretion, as may be appropriate under the circumstances.

Sec. 1 - 16. Remedies.

a) Should an inspection reveal violations of this division, a violation of any provision of city health and safety codes, a condition that presents a danger to life, health or safety, or that a multi-family residential building or an accessory building is a dangerous building, the code enforcement official may, as he may deem necessary or appropriate for the protection of health and safety:

1) issue an order to correct;

2) deny, suspend or revoke an annual license;

- 3) deny, suspend or revoke a certificate of occupancy;
- 4) issue an order to vacate the building; or
- 5) issue citations for any criminal violations observed during an inspection.

b) If a multi-family residential building is declared to be a dangerous building by the code enforcement official, the code enforcement official may:

- 1) cause the violations to be corrected, at the expense of the owner, and subject the property to a lien for all costs incurred by the city by filing a statement of expense with the appropriate county;
- 2) institute and maintain civil proceedings seeking injunctive relief against the owner in any court of appropriate jurisdiction for an order compelling the owner to comply with the code official's order;
- 3) institute proceedings under the Uniform Code for the Abatement of Dangerous Buildings or the International Property Maintenance Code, as adopted by the city, seeking the vacation and demolition of the building; or
- 4) Issue appropriate orders to vacate and secure the building, and to compel repair or demolition.

Sec. 1 - 17. Appeal to city council.

a) The city council may hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by the code enforcement official in the enforcement of this division. An appeal must be made in writing, filed with the board, within not more than twenty (20) days of the service of the official's order, requirement, decision, or determination. Service of the order, requirement, decision, or determination is effective on the date that it is personally delivered to the owner, property manager or landlord, deposited with the US Postal Service properly addressed, or posted on the property in a conspicuous location.

b) The city council shall schedule a hearing as soon as practicable upon the timely filing of an appeal. The owner, property manager or landlord may attend and present evidence at the hearing. The board shall promptly render a decision based on the merits of the appeal and the evidence presented at the hearing.

c) The city council's decision shall be final and binding. No appeal may be taken from the decision of the board.

Sec. 1 - 18. Penalties.

a) Any person in violation of any provision of this division shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00). Each day that a violation exists is a separate offense.

b) The penalties and remedies provided for in this division are cumulative and nonexclusive, and the city may pursue any and all remedies at law or in equity without prejudice to any other remedy.

c) No culpable mental state shall be required to be plead or proven to establish guilt in the prosecution of any criminal case in which an offense under this division is alleged.

SECTION 2: That all ordinances of the City of Wallis in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3: That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances and ordinances of the City, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

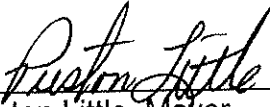
SECTION 4: That if any section, paragraph, sentence, subdivision, clause, phrase or provision of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a

whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the ordinances of the City of Wallis.

SECTION 5: That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be deemed guilty of a misdemeanor and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

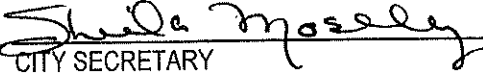
SECTION 6: That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Wallis, Austin County, Texas on this, the 17th day January, 2024



Preston Little, Mayor

ATTEST:



CITY SECRETARY

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE
CITY OF WALLIS, TEXAS
AND
CITY OF WALLIS DEVELOPMENT CORPORATION**

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") is executed by and between the City of Wallis, Texas, a Texas general-law municipality (hereinafter referred to as the "City") and the City of Wallis Development Corporation, a Texas non-profit corporation (hereinafter referred to as the "EDC") regarding the use of the EDC funds to clean-up or demolish commercial or industrial properties located within the City of Wallis, Texas, and/or to assist with grant matches, and in accordance with Chapters 501 and 505 of the Texas Local Government Code (hereinafter referred to as the "Qualified Expenditures").

The EDC and the City are collectively referred to as the "Parties" or "Party".

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the parties agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Memorandum and shall be considered part of the mutual covenants, consideration, and promises of the parties.

SECTION 2. TERM.

The term of this Memorandum shall be for a period of one (1) year commencing on the Effective Date, as defined herein, (hereinafter referred to as the "Term") and shall automatically renew for successive terms of one (1) year each on the anniversary date of the Effective Date (as defined herein) unless either Party gives written notice to the other Party to terminate this Memorandum at least thirty (30) days prior to the expiration of the then current term.

SECTION 3. OBLIGATIONS OF THE PARTIES.

(a) City Requests EDC for Funding for Qualified Expenditures.

In the event the City desires the use of EDC funds for the Qualified Expenditures during the Term of this Memorandum, the City covenants and agrees that it will request the EDC for funding, prior to any use of EDC funds for the Qualified Expenditures. The request shall be on a reimbursement basis. Further, the City covenants and agrees to execute a performance agreement by and between the City and EDC for the use and repayment of the EDC funds for the Qualified Expenditures, if necessary.

(b) Use of EDC Funds for Qualified Expenditures.

EDC covenants and agrees to use or provide to the City for its use EDC revenues for the Qualified Expenditures, as may be requested by the City, and provided the EDC has available funds for the request, and provided the request is consistent with state law, including the Development Corporation Act. EDC covenants and agrees to comply with the procedures required by the Development Corporation Act to provide said funding for the Qualified Expenditures, which may include publishing notice of the project, conducting a public hearing, if necessary, and waiting 60-days before making any expenditures, all in accordance with Sections 505.159 and 505.160 of the Texas Local Government Code. Further, the use of funds for the Qualified Expenditures must comply with and be consistent with state law. The EDC covenants and agrees to execute a performance agreement by and between the City and EDC for the use and repayment of the EDC funds for the Qualified Expenditures, if necessary.

(c) **Performance Conditions.**

The Parties agree to make, execute, and deliver to the other Party such other instruments, documents and other agreements, including an interest and sinking fund ordinance, as the City or EDC or its attorneys may reasonably request to evidence this Memorandum or any performance agreement executed pursuant to this Memorandum.

SECTION 4. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Memorandum:

- (a) **Amendments.** This Memorandum constitutes the entire understanding and Memorandum of the parties as to the matters set forth in this Memorandum. No alteration of or amendment to this Memorandum shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Austin County, Texas. Venue for any action arising under this Memorandum shall lie in the state district courts of Austin County, Texas.
- (c) **Assignment.** This Memorandum may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Memorandum shall become a binding obligation on the signatories upon execution by all signatories hereto. The Parties warrant and represent that the individual or individuals executing this Memorandum on behalf of the Party has full authority to execute this Memorandum and bind the Party to the same.
- (e) **Caption Headings.** Caption headings in this Memorandum are for convenience purposes only and are not to be used to interpret or define the provisions of the Memorandum.
- (f) **Counterparts.** This Memorandum may be executed in one or more counterparts, each of

which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Effective Date.** The effective date (the “Effective Date”) of this Memorandum shall be the date of the letter to execute this Memorandum by and between the Parties.

(h) **Notices.** Any notice or other communication required or permitted by this Memorandum (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to the City: City of Wallis, Texas
P.O. Box 190
Wallis, Texas 77485

if to EDC: City of Wallis Development Corporation
P.O. Box 845
Wallis, Texas 77485

(i) **Severability.** If a court of competent jurisdiction finds any provision of this Memorandum to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Memorandum in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Memorandum.

[The Remainder of this Page Intentionally Left Blank]

CITY:

CITY OF WALLIS, TEXAS,
A Texas general-law municipality,

By: _____
Preston Little, Mayor

Date Executed: _____

ATTEST:

, City Secretary

EDC:

**CITY OF WALLIS DEVELOPMENT
CORPORATION,**
A Texas non-profit corporation,

By: _____

Name: _____

Title: _____

Date Executed: _____

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **CITY OF WALLIS DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and the **CITY OF WALLIS, TEXAS**, a Texas general-law municipality (hereinafter referred to as “City”), is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including: (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs”; and

WHEREAS, City has applied to EDC for financial assistance by providing to the City a one hundred percent (100%) matching grant for a TXCDBG Downtown Revitalization Program 2021 State Contract # CDM21-0196 (hereinafter referred to as the “Qualified Expenditure”); and

WHEREAS, the EDC’s Board of Directors have determined the financial assistance to be provided to City is consistent and meets the definition of “project” as that term is defined in Sections 501.101, 501.103, and 505.155 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and City agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2026**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Wallis, Texas, a Texas general-law municipality, whose address for the purposes of this Agreement is P.O. Box 190, Wallis, Texas 77485-0190.
- (d) **EDC.** The term “EDC” means the City of Wallis Development Corporation, a Texas non-profit corporation, whose corporate address for the purposes of this Agreement is 6810 Guyler Street. Bldg. B, Wallis, Texas 77485.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of a one hundred percent (100%) matching grant for a TXCDBG Downtown Revitalization Program 2021 State Contract # CDM21-0196, and those expenditures which otherwise meet the definition of “project” as that term is defined in Sections 501.101,

501.103, and 505.155 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.

- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF CITY.

City covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** City covenants and agrees to submit to the EDC invoices, receipts, or other documentation for the Qualified Expenditures in a form acceptable to the EDC in the minimum amount of **Fifty-Two Thousand Five Hundred and No/100 Dollars (\$52,500.00) by September 30, 2025.** Further, the City covenants and agrees amount provided by the EDC pursuant to Section 5(a) of this Agreement shall be used solely for the Qualified Expenditures.
- (b) **Performance Conditions.** City agrees to make, execute and deliver to EDC such other promissory notes, instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance for Qualified Expenditures.** EDC covenants and agrees to provide financial assistance to the City in an amount not to exceed the following: one hundred percent (100%) of the cost for the Qualified Expenditures and **Fifty-Two Thousand Five Hundred and No/100 Dollars (\$52,500.00)** within thirty (30) days after receipt of payment request by the Granting Authority. In no event shall the financial assistance provided by EDC to City pursuant to this Agreement exceed **Fifty-Two Thousand Five Hundred and No/100 Dollars (\$52,500.00).**
- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and EDC.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to EDC by or on behalf of City under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, City defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the EDC to City pursuant to Section 5(a) of this Agreement shall become immediately due and payable by City to the EDC.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Austin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Austin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual

or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to EDC:	City of Wallis Development Corporation 6810 Guyler Street. Bldg. B Wallis, Texas 77485 Attn: _____ Telephone: _____
------------	---

if to City:	City of Wallis, Texas P.O. Box 190 Wallis, Texas 77485-0190 Attn: _____ Telephone: _____
-------------	--

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

CITY ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND CITY AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF WALLIS, TEXAS,
a Texas general law municipality,

By: _____
Preston Little, Mayor

Date Signed: _____

ATTEST:

Sheila Moseley, City Secretary

EDC:

CITY OF WALLIS DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Cecilia Alice, President

Date Signed: _____

ATTEST:

Gloria Long, Secretary

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **CITY OF WALLIS DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "EDC"), and the **CITY OF WALLIS, TEXAS**, a Texas general-law municipality (hereinafter referred to as "City"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities"; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including: (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs"; and

WHEREAS, City has applied to EDC for financial assistance by providing to the City fifty percent (50%) of the matching grant funds required for a General Land Office (GLO) Community Development Block Grant Mitigation Program (CBDG/MIT) with State contract # 22-085-054-D311 (hereinafter referred to as the "Qualified Expenditure"); and

WHEREAS, the EDC's Board of Directors have determined the financial assistance to be provided to City is consistent and meets the definition of "project" as that term is defined in Sections 501.101, 501.103, and 505.155 of the Texas Local Government Code; and the definition

of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and City agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2026**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Wallis, Texas, a Texas general-law municipality, whose address for the purposes of this Agreement is P.O. Box 190, Wallis, Texas 77485-0190.
- (d) **EDC.** The term “EDC” means the City of Wallis Development Corporation, a Texas non-profit corporation, whose corporate address for the purposes of this Agreement is P.O. Box 845, Wallis, Texas 77485.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of fifty percent (50%) matching grant for a General Land Office (GLO) Community Development Block Grant Mitigation Program (CBDG/MIT) with State

contract # 22-085-054-D311, and those expenditures which otherwise meet the definition of “project” as that term is defined in Sections 501.101, 501.103, and 505.155 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.

- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF CITY.

City covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** City covenants and agrees to submit to the EDC invoices, receipts, or other documentation for the Qualified Expenditures in a form acceptable to the EDC in the minimum amount of **Fifty-Eight Thousand Sixty-Two and No/100 Dollars (\$58,062.00) by December 31, 2025.** Further, the City covenants and agrees amount provided by the EDC pursuant to Section 5(a) of this Agreement shall be used solely for the Qualified Expenditures.
- (b) **Performance Conditions.** City agrees to make, execute and deliver to EDC such other promissory notes, instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance for Qualified Expenditures.** EDC covenants and agrees to provide financial assistance to the City in an amount not to exceed the following: fifty percent (50%) of the cost for the Qualified Expenditures and **Twenty-Nine Thousand Thirty-One and No/100 Dollars (\$29,031.00).** In no event shall the financial assistance provided by EDC to City pursuant to this Agreement exceed **Twenty-Nine Thousand Thirty-One and No/100 Dollars (\$29,031.00).**
- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and EDC.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to EDC by or on behalf of City under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, City defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the EDC to City pursuant to Section 5(a) of this Agreement shall become immediately due and payable by City to the EDC.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Austin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Austin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual

or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to EDC:	City of Wallis Development Corporation P.O. Box 845 Wallis, Texas 77485 Attn: _____ Telephone: _____
if to City:	City of Wallis, Texas P.O. Box 190 Wallis, Texas 77485-0190 Attn: _____ Telephone: _____

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

CITY ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND CITY AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF WALLIS, TEXAS,
a Texas general law municipality,

By: _____
Preston Little, Mayor

Date Signed: _____

ATTEST:

Sheila Moseley, City Secretary

EDC:

CITY OF WALLIS DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Cecilia Alice, President

Date Signed: _____

ATTEST:

Gloria Long, Secretary

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **CITY OF WALLIS DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "EDC"), and the **CITY OF WALLIS, TEXAS**, a Texas general-law municipality (hereinafter referred to as "City"), is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities"; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 505.155 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, including: (1) a project to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, and any improvements or facilities related to a project described by this subdivision; and (2) any other project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs"; and

WHEREAS, City has applied to EDC for financial assistance by providing to the City an amount not to exceed **Fifty Thousand and No/100 Dollars (\$50,000.00)** for downtown building code enforcement issues within the downtown area of the City of Wallis, Texas (hereinafter referred to as the "Qualified Expenditure"); and

WHEREAS, the EDC's Board of Directors have determined the financial assistance to be provided to City is consistent and meets the definition of "project" as that term is defined in Sections 501.101, 501.103, and 505.155 of the Texas Local Government Code; and the definition

of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and City agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **September 30, 2025**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Wallis, Texas, a Texas general-law municipality, whose address for the purposes of this Agreement is P.O. Box 190, Wallis, Texas 77485-0190.
- (d) **EDC.** The term “EDC” means the City of Wallis Development Corporation, a Texas non-profit corporation, whose corporate address for the purposes of this Agreement is 6810 Guylar Street. Bldg. B, Wallis, Texas 77485.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the City and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures by the Town consisting of downtown building code enforcement issues within the downtown area of the City of Wallis, Texas, and those expenditures which otherwise meet

the definition of “project” as that term is defined in Sections 501.101, 501.103, and 505.155 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act. The term “Qualified Expenditures” shall include those expenses by the City to enforce and abate substandard structures in violation of state law and City’s Code of Ordinances and include the expenses of a code enforcement officer, repair costs, and legal costs.

- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF CITY.

City covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** City covenants and agrees to submit to the EDC invoices, receipts, or other documentation for the Qualified Expenditures in a form acceptable to the EDC in the minimum amount of **Fifty Thousand and No/100 Dollars (\$50,000.00)** by **December 31, 2024**. The amount of **Twenty-Seven Thousand Eight Hundred Seventy-Seven and 83/100 Dollars (\$27,877.83)** has been previously provided by the EDC to the City. Further, the City covenants and agrees amount provided by the EDC pursuant to Section 5(a) of this Agreement shall be used solely for the Qualified Expenditures. Further, the City covenants and agrees to reimburse the EDC in an amount not to exceed **Fifty Thousand and No/100 Dollars (\$50,000.00)** for monies reimbursed to the City including the reimbursement of any liens placed on properties abated by the City. The reimbursement requirement shall survive the Term of the Agreement.
- (b) **Performance Conditions.** City agrees to make, execute and deliver to EDC such other promissory notes, instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance for Qualified Expenditures.** EDC covenants and agrees to provide financial assistance to the City or to pay said amounts directly and in an amount not to exceed **Fifty Thousand and No/100 Dollars (\$50,000.00)**. Such payment shall be made within thirty (30) days of receipt by EDC of approved invoices. In no event shall the

financial assistance provided by EDC to City or for the benefits of the City pursuant to this Agreement exceed **Fifty Thousand and No/100 Dollars (\$50,000.00)**. This includes the amount previously advanced by EDC to City.

- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the City and EDC.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of City or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between City and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to EDC by or on behalf of City under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, City defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the EDC to City pursuant to Section 5(a) of this Agreement shall become immediately due and payable by City to the EDC.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Austin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Austin County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual or individuals executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to EDC: City of Wallis Development Corporation
 P.O. Box 845
 Wallis, Texas 77485
 Attn: _____
 Telephone: _____

if to City: City of Wallis, Texas
 P.O. Box 190
 Wallis, Texas 77485-0190
 Attn: _____
 Telephone: _____

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects

shall remain valid and enforceable.

- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

CITY ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND CITY AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

CITY:

CITY OF WALLIS, TEXAS,
a Texas general law municipality,

By: _____
Preston Little, Mayor

Date Signed: _____

ATTEST:

Sheila Moseley, City Secretary

EDC:

CITY OF WALLIS DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Cecilia Alice, President

Date Signed: _____

ATTEST:

Gloria Long, Secretary