

City of Wallis

Regular City Council Meeting
Wednesday, February 21, 2024
6810 Guyler 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/86425046068>
Meeting ID 864 2504 6068
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, February 21, 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 Meetings 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 -
January 17, 2023
6. Action on department monthly reports if necessary.
 - a. Public Works monthly report/ water/sewer taps for multi-unit dwellings
 - b. Police Department monthly/Administrator monthly report
 - c. Municipal Court monthly report
 - d. Code Enforcement monthly report
7. Financial Review:
Review and act on monthly report and payment of bills.
8. Action on Follow Up Items if necessary
 - a. Cost to add items to GIS
 - b. Mayor to follow up with landowners for Mit-Grant Easements
 - c. Wastewater Permit
 - d. Mit-Grant Update
 - e. Replacement of City of Wallis sign on Commerce
 - f. Chamber of Commerce Updates
 - g. Follow up on 2nd St. railroad crossing

9. New Business:

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

A. Sewer Plant Grant

Discuss and act on applying for Sewer Plant Grant

B. Video recordings of City Council Meetings

Discuss and act on the city paying for video recordings of City Council Meetings

C. Solid Waste Bids

Discuss and act on advertising for sealed solid waste bids

D. Permit Fee Schedule/Third Party Plan Reviewer-Inspector

Discuss and act on Permit Fee Schedule and Third-Party Plan Reviewer-Inspector

E. Professional Services Agreement

Discuss and act on Professional Service Agreement between City of Wallis and Code Enforcement Officer.

F. Contract for Special Projects & Grant Consultant

Discuss and act on compensation and contract for Special Projects & Grant Consulting

G. EDC Updates

Discuss and Possible action on EDC Updates

H. Executive Closed Session

Sec. 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS:

To discuss or deliberate regarding the offer of a financial or other incentive to a business prospect commercial or financial information that the governmental body has received from a business prospect that the government body and with which the governmental body is conducting economic development negotiations.

I. Reconvene from Executive Closed Session

Reconvene into Regular Session and take action, if any, on items discussed in Executive Closed Session.

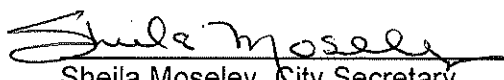
J. Future Agenda Items

Request for future agenda items.

10. Adjourn Meeting.

CERTIFICATE:

I CERTIFY that the above notice of the Regular City Council Meeting, February 21, 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 16th day of February, 2024 at 4:00 p.m.


Sheila Moseley, City Secretary

City of Wallis
Regular City Council Meeting
Wednesday, January 17, 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, January 17, 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 Councilmember James King

3. Roll Call & Certification of a Quorum

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

4. Communication from the Public

None

5. Consent Agenda

Motion made by Councilmember Belinda Halfin, second by Councilmember Debproha Boren to approve the minutes from December 20, 2023 Meeting. Motion passed unanimously.

6. Action on Department Reports if necessary

a. Public Works – No action

b. Police Department/Admin Report – Motion made by Councilmember Debproha Boren, second by Councilmember James King to start Sargent pay for Officer Tyler. Motion passed unanimously.

c. Municipal Court - No action

d. Code Enforcement – No action

7. Financial Review

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

8. Action on follow up items if necessary

a. AMPSS Grant Training – Nick Tidwell and Royce Macha completed GIS training on 1/11/2024

b. Letter to Landowners for Mit-Grant Easement – No changes in responses. Mayor will follow up with landowners to discuss their concerns.

Mayor asked to move to item D. on the agenda, Presentation by Madeline Cook
D. Presentation by Madeline Cook, Introduction to BSR Properties & Development Plans for Heritage Estates. Heritage Estates will be a single-family home subdivision located off of Railroad Street. It will be a 26-acre community with 99 lots, one- and two-story homes. They plan to start the project in March 2024 and begin homes July 2024.

Next the Council moved to item B on the agenda.

B. Agenda Request – Paul Manley for approval of land replat.

Motion made by Councilmember Belinda Halfin, second by Councilmember Debroha Boren to approve the re-plat of land located at Westgate and Hwy 60. Motion passed unanimously.

Next the Council moved to item C on the agenda.

C. Agenda Request – Chelsea Trichel, approval to utilize Mynarik Park for 2nd annual Brahma Blast Fundraiser Night Shoot o 9/28/2024. No action

Council will resume to the original order of agenda with item 8c.

c. Grant Letters – No update

d. Mit-Grant Update – Town Hall scheduled for Monday, January 29, 2024 to discuss Mit-Grant drainage project.

e. Replacement of City of Wallis sign on Commerce Street – Working on quotes to replace sign

f. Chamber of Commerce Updates - Reported that feedback from the public on Christmas parade was good. Chamber thanked the city for their help during the parade.

Chamber is discussing the possibility of bringing back the Car Show and a Grand Opening for Marini's Empanada House.

g. 2nd Street Railroad Crossing – No Update

h. Budget Workshop – Possible date February 28, 2024

i. Contract for Code Enforcement – Next Council meeting

9. New Business

A. Update on Property Located at 6538 Railroad

Mr. Murphy reported that the due date for requested paperwork and clean-up of the property will be Friday, January 19, 2024, city will follow abatement order.

Items B, C & D were moved up to the top of the agenda by request of Mayor and Council.

E. Resolution No. 2024-01

Motion made by Councilmember James King, second by Councilmember Belinda Halfin to approve Resolution No. 2024-01; Justice Assistance Grant) JAG) Program-Criminal Investigator. Motion passed unanimously.

F. Resolution No. 2024-02

Motion made by Councilmember Belinda Halfin, second by Councilmember James King to approve Resolution No. 2024-02; Victims Service Advocate. Motion passed unanimously.

G. Resolution No. 2024-03

Motion made by Councilmember James King, second by Councilmember Deborah Boren to approve Resolution No. 2024-03; Criminal Justice Grant for equipment. Motion passed unanimously.

H. Resolution No. 2024-04

Motion made by Councilmember James King, second by Councilmember Belinda Halfin to approve Resolution No. 2024-04; Body Worn Camera Program. Motion passed unanimously.

I. Ordinance No. 207-A

Motion made by Councilmember Belinda Halfin, second by Councilmember James King to approve Ordinance No. 207-A, replacing Ordinance 207 regarding rental property. Motion Passed unanimously.

j. Order of Election

Motion made by Councilmember Debroya Boren, second by Councilmember Belinda Halfin to approve the Order of Election of the General Election held on May 4, 2024. Motion passed unanimously.

k. Contract for Election Services and Joint Election Agreement

Motion made by Councilmember James King, second by Councilmember Belinda Halfin to accept the contract for Election Services and Joint Election Agreement with Austin County. Motion passed unanimously.

l. Gresham Street Right-Away

Motion made by Councilmember James King, second by Councilmember Deborah Boren to allow the EDC to use the city right-away at Gresham Street from 1st to Meyer track for additional downtown parking. Motion passed unanimously.

m. EDC Updates

No action

n. Compensation for time working on Development Project for the City

Mayor asked for an invoice for time spent. No action

o. Future Agenda Items

10. Adjourn Meeting

Mayor adjourned meeting at 8:41pm.

Preston Little, Mayor

Sheila Moseley, City Secretary

ATTEST:

Water/Wastewater Report

January 2024

Water- Replaced packing in booster pump #2. We had a couple of minor issues that occurred. We had water surging isolated to Barbara St. – Deanna St. area. It was discovered that the booster pumps were cycling on and off that was being caused by a faulty water level indicator within the SCADA system. Mercer Controls was called out to run diagnostics. One sensor was replaced and level monitoring control was re-calibrated and issue was taken care of, operation normal. As everyone is aware we had a freezing weather event that lasted for several days. System was routinely monitored on a 3 hour cycle during event. There was one minor operation issue that occurred (plug of ice in a 3/8" tubing) system was switched over to secondary mode with continued normal operations.

Wastewater- Everything appears to be running smoothly. Perform routine maintenance on pumps. Emhoff tanks have no visual (seeping areas). Perform weekly generator status, monthly fluid levels. When possible Nick shadow's and assists operator on routine items.

I would like to acknowledge the employees in the Public Works Department. Again, the City's infrastructure was challenged with another extended freeze event. Without these employees and the knowledge that they possess allowed for the continuous supply of city services to the citizens of Wallis. From a department head, and a citizen, I would like to thank them for their service to the City of Wallis.

Public Works Report

January 2024

Cleaned out sewer lines at 507 Birch, 7602 Hwy 60, 103 Birch, 430 Legion Rd, 6715 Woods Ln. Nick working with EDK on lift stations and at WWTF.

TCEQ training- Lead and Copper inventory. Twenty one (21) disconnects and re-connects. Water turned on 6823 Guyler, Call for water leak at 7018 Harry (customer side), Call to investigate excessive water use 6021 Gresham #4 (inside customer home). Request for water turn off (busted pipe) 6938 Leann Ln., 6611 Guyler (busted pipe), 6710 Guyler. Call for water surging at 811 Florence St. (Booster pumps cycling on and off). Request to check meter 318 S. 2nd St. Put new packing in booster pump #2. Getting ready for freezing weather.

Bucket truck repairs (Ft. Bend Hyd.), working on pressure washer (new pump), servicing JD tractor and shredder. Working on front bucket of case backhoe. Took down Christmas ornaments in town and city hall. Worked on generator at Columbus Road (battery charger bad, replaced). Checking through out town during rain event for any clogged culverts (8th @ Gresham). Helped set up for food drive. Picked puppy from 7146 Hwy 60 (both dogs were fostered during freeze event and stayed with foster family).

Fire Hydrants flushing Locations

For the Month of January 2024

Gresham & FM 1952	1-4-24	10min	Clear	Clear
South 4th & Gresham	1-4-24	10min	Clear	Clear
South 4th & Dubose (Fire Plug)	1-4-24	10min	Clear	Clear
6027 Dubose Alleyway behind house	1-4-24	10min	Clear	Clear
507 South 6th	1-4-24	20min	Red	Clear
Behind Sliva Automotive	1-4-24	10min	Clear	Clear
217 South 6th	1-4-24	10min	Clear	Clear
South 8th in Alley	1-4-24	10min	Clear	Clear
South 8th & Gresham	1-4-24	10min	Clear	Clear
South 8th & Demel	1-4-24	10min	Clear	Clear
South 9th & Henry	1-4-24	10m	Clear	Clear
5321 Demel	1-4-24	10m	Clear	Clear
Commerce & FM1952	1-4-24	10m	Clear	Clear
NBC Oil By Fence	1-9-24	10m	Clear	Clear
Lake Court Drive	1-4-24	10m	Clear	Clear
Lake Circle Drive	1-4-24	10 m	Clear	Clear
Lakeview Dr End of Street	1-4-24	10 m	Clear	Clear
North 11th end of Alley	1-4-24	20 m	Red	Clear
North 9th & Railroad	1-9-24	10 m	Clear	Clear
Cleanout @ 6112 Guyler	1-9-24	10 m	Clear	Clear
Rogers Street (@ end)	1-9-24	10 m	Clear	Clear
HWY 1093 E (S-curve in Meterbox)	1-9-24	10 m	Clear	Clear
334 1093 E (in Meterbox)	1-9-24	10m	Clear	Clear
HWY 1093 E (Past last driveway)	1-9-24	10 m	Clear	Clear
Elm Street & Becky Ln, Fire Plug	1-9-24	10 m	Clear	Clear
South 1st & Darlene, Fire Plug	1-9-24	12 m	Clear	Clear
Heritage Square Apartments Fire Plug	1-9-24	10 m	Clear	Clear
Anita Ln. & Elm Street	1-9-24	10 m	Clear	Clear
HWY 60 Duplex	1-9-24	10 m	Clear	Clear

HWY 60 & Commerce (Fire Plug)	1-16-24	10 min	Clear	Clear
Pririe Harbor (fire Plug)	1-16-24	10 min	Clear	Clear
West Front (Fire Plug)	1-16-24	10 min	Clear	Clear
Garden Row (Center)	1-16-24	10 min	Clear	Clear
7024 Leanne	1-16-24	10 min	Clear	Clear
7025 Leanne	1-16-24	10 min	Clear	Clear
Norcross Road (right side)	1-16-24	10 min	Clear	Clear
Woods Ln (@ End)	1-16-24	10 m	Clear	Clear
Hwy 36 in front of the Park	1-16-24	10 m	Clear	Clear
6538 Railroad (dead end)	1-16-24	10 m	Clear	Clear
739 Columbus Road	1-16-24	10 m	Clear	Clear
Margie Street (HRaneicky Sub)	1-16-24	10 m	Clear	Clear
Barbara Street (HRaneicky Sub)	1-16-24	10 m	Clear	Clear
Deanna Street Behind Water Well II	1-16-24	10 m	Clear	Clear
Markek Rd (@ Marek's Driveway)	1-16-24	10 m	Clear	Clear
Corner of Colombus and Marek Rd	1-23-24	10 m	Clear	Clear
Ash (@end)	1-23-24	10 m	Clear	Clear
City Hall PD Garage	1-23-24	10 m	Clear	Clear
Guyler & Cedar Street	1-23-24	10 m	Clear	Clear
Sewer Treatment Plant	1-23-24	10 m	Clear	Clear
City Meat Market on HWY 36	1-23-24	10 m	Clear	Clear
N10th (Fire Plug)	1-23-24	10 m	Clear	Clear
Wallis Concrete (Fire Plug)	1-23-24	10 m	Clear	Clear
Brazos High School (Fire Plug)	1-23-24	10 m	Clear	Clear
5639 Polak (Fire Plug)	1-23-24	10 m	Clear	Clear

Updated 2/28/2019

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		
5	11/14/2023	Water/Sewer Tap-Separate Multi Unit Dwelling	L. Chiquita	11/14/2023		
6	12/14/2023	Call Gary Smith about holes at Railroad track crossings	Gary Smith	12/14/2023		
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			Barnes	1/29/2024		
12	01-2024-03	Clean out Culverts Guyler & Railroad & 9th	Mayor-David Marek	1/29/2024		
13	01-2024-04	Clean out ditch at 507 S 6th -David Marek	Nathan Carle	1/30/2024	2/7/2024	2/7/2024
14	01-2024-05	Install water tap for Brazos Little League Cedar St #4	Spencer Carney	1/30/2024		
15	01-2024-06	Install sewer tap at 7303 Hwy 60	Mayor	2/3/2024		
16	02-2024-07	Identify and clean ditches/culverts on Church & Birch that need to be cleaned	Post Master	2/8/2024		
17						
18	02-2024-08	fill hole in alley way where cement ends and alley begins behind the post office 6418 Railroad				
19						

WALLIS PD COUNCIL REPORT

JANUARY 2023

1. Calls For Service: 57
2. Assist: 15
3. Investigations Worked: 3
4. Felony Arrest:
5. Misdemeanor Arrest:
6. Traffic Citations: 197
7. Traffic Warnings: 67

Summary:

January 1 – 6900 Block of Leann, Disturbance

January 1 – 6000 Block of Leann, Inquest

January 2 – 5600 Block of Gresham, Vehicle Accident

January 2 – 700 Block of Margie, Sexual Assault

January 2 – Hwy 36 Northbound, Vehicle Search

January 3 – FM 1093 East @ FM 1458, Abandon Vehicle

January 3 – Hwy 36 South, Reckless Driver

January 4 – 200 Block of South 8th, Trespass Warning Issued

January 4 – 100 Block of Birch, Animal Complaint – Citation Issued

January 6 – 1100 Block of FM 1093 East, Death Notification

January 6 – 6000 Block of Rogers, Noise Complaint

January 6 – 6600 Block of Commerce, Disturbance

WALLIS PD COUNCIL REPORT

January 6 – 6400 Block of Commerce, Reckless Driver

January 8 – 6000 Block of Guyler, Request to speak to Officer

January 10 – 7600 Block of Hwy 60, Suspicious Vehicle

January 10 – 6900 Block of Harry, Possible Theft Suspect out of Rosenberg

January 10 – 7000 Block of Hwy 60, Welfare Check

January 12 – FM 1952 @ Hwy 36, Loose Livestock

January 12 – 6600 Block of Harry, Report of Scam

January 13 – 5900 Block of Railroad, Civil Matter

January 13 – 5600 Block of Demel, Escort

January 13 – 5000 Block of Railroad, Medic Call

January 13 – Wallis PD, Sex Offender Change of Status

January 13 – 6900 Block of Leann, Request to speak to Officer

January 14 – 6600 Block of Commerce, Alarm

January 15 – 6100 Block of Commerce, Alarm

January 15 – FM 1093 East @ County Line, Vehicle Accident

January 15 – Hwy 36 South, Disabled Vehicle

January 15 – 6600 Block of Commerce, Alarm

January 16 – 6500 Block of Railroad, Alarm

January 16 – Hwy 36 @ Kaechele Rd, Loose Livestock

January 17 – Mikes, @ Garden Row, Line Down

January 17 – 400 Block of Dixon, Medic Call

January 17 – 7600 Block of Hwy 60, Report of Harassment

WALLIS PD COUNCIL REPORT

January 18 – 6700 Block of Marek, Animal Complaint
January 18 – 500 Block of Cedar, Vehicle Accident
January 19 – 6600 Block of Commerce, Alarm
January 20 – 6400 Block of Commerce, Disturbance
January 20 – 7100 Block of Hwy 60, Fire Alarm
January 21 – 6600 Block of Commerce, Alarm
January 21 – 300 Block of Lakeview, Animal Complaint
January 21 – 2300 Block of Blakely Rd, Disturbance
January 21 – 6600 Block of Commerce, Alarm
January 21 – 6600 Block of Commerce, 911 Open Line
January 21 – 6100 Block of Commerce, Found Property – Returned to Owner
January 22 – Wallis PD, Sex Offender Verification
January 23 – 6600 Block of Commerce, 911 Open Line – Weather Related
January 23 – 6100 Block of Rogers, Trespassers
January 26 – Wallis PD, Request to speak to Officer
January 26 – 500 Block of Houston, Medic Call
January 28 – 6500 Block of Railroad, Alarm
January 28 – 6100 Block of Guyler, Suspicious Person
January 29 – 1400 Block of Scroggins, Suspicious Vehicle
January 30 – FM 1093 West, Reckless Driver
January 30 – 6100 Block of Commerce, Subject with Weapon
January 31 – 300 Block of Cedar, Request to speak to Officer

WALLIS PD COUNCIL REPORT

January 31 – 6900 Block of Commerce, Report of Identity Theft

February 2024 Council Meeting

January 11th

Removed emails from data base that are no longer needed.

January 15th

Reviewed documents pertaining to Heritage Estates

January 17th

Attended meeting with James King and Marti Frost to discuss developers and city's expectations.

January 18th

Food Drive

January 20th

Spoke to Marti Frost about continuing talks with Heritage Estates

January 23rd

Discussed with court clerks their next test date and time frame to be completed

January 24th

Addressed issues with emails pertaining to EDC. I did not find anything wrong with the email and called Just Host, was placed on hold for 20 minutes. I disconnected the call due to not being answered and having other business to attend too.

Attended Town Hall Meeting

January 25th

Spoke with potential development on the south side of city

January 26th

Discussed with Marti Frost the drainage plans and was advised mapping was at the city, behind the council chambers. This evening attended meeting with Mayor.

January 29th – February 2nd

Out with Covid.

February 5th

Worked on email issues related to EDC

February 7th

Spoke and discussed with EDC in reference to Heritage Estates project. Discussed with Royce about replacing poles that the city event banners are hung on. Poles are rotten and need to be replaced immediately. Royce will be getting prices to have the poles replaced.

February 8

Contacted Center Point and asked if they would be willing to donate four 45ft poles to the city to replace the rotten ones. These are the city owned poles that hold city event banners. Was told to call back next week due to the person was out this week on vacation.

February 9

Answered Open Records request. Spoke with City Attorney.

February 14

Made contact with Center Point a second time to attempt to get four – 45ft poles donated to the city. Rep stated he needed to speak to his supervisor and would let me know by the end of the week.

Spoke with Mayor and was asked that Royce and I meet with the emergency management coordinator via phone on reference to areas that have previously flooded in the city. Mr Mercer will be setting up appointment time in the near future.

February 15th

Met with Royce in reference to appointment set with Mr Mercer. Will have phone conference today with him at 130PM to discuss grants the city is currently working on and to complete the



CITY OF WALLIS MUNICIPAL COURT

January 2024 activity

- Citations filed 200
- Total Cases Disposed 379

Defensive Driving: 138 cases
Deferred Disposition: 61 cases

TOTAL COLLECTED	\$41,331.16
STATE'S PORTION	\$20,640.70
CITY'S PORTION	\$20,690.46

Code Inspection

January, 2024

- 1) 118 N 9th Street – Worked with the group to prepare for installation of smoke alarms, in the end they installed the alarms without a permit and did not call for an inspection.
- 2) Table of Contents for City Ordinances, Working on lost items and ordinances under two tabs. Ordinance 109 cannot be found.
- 3) Working on information for Mayor on:
 - a) 6303 Commerce
 - b) 6538 Railroad
 - c) 7211 Mikes
 - d) 6003 Bowers
 - e) CEO Contract
 - f) Files for all reports
- 4) 6527 Commerce: Continue to talk to parties involved with property. Last party refuses to supply Bill of Sale for the house. 2nd party does not have a copy of the Bill of Sale. Still talking to property owner, how to resolve situation. Taxes have all been paid for improvements and land by the listed owner since purchase in 1999.
- 5) 6407 Commerce: Exterior roof has been replaced. Shed and debris outside has been removed. Most of the Debris from the inside has been removed. Ceiling needs to come down and rotten roof supports need to be replaced. Front wall and door need to be repaired.
- 6) 6538 Railroad: Order of Abatement, time has passed for owner to complete repairs. The city needs to clear property and supply the owner with a bill for this service.
- 7) 6022 Bowers Street Mfg. House moved onto property.
- 8) Working on Public Information Request.
- 9) 7510 Hwy 60, Rental property that does not meet building standards. Working issues.
- 10) Working through Permit Process with the following:
 - a) 119 S 9th Street: Demolition Permit in Place. Working with heir to prepare for demo.
 - b) 7510 Hwy 60.
 - c) 429 Dogwood Street: Permit questions
 - d) 6411 Commerce
 - e) 5414 Demel
 - f) 603 Columbus
 - g) 226 Cedar
 - h) 6011 Guyler
 - i) 5th & Gresham – Container
- 11) Inspections:
 - a) Boarding House – 1 issue to complete
 - b) Roof – 6410 Railroad - passed
 - c) Carport – 6211 Guyler - passed
 - d) Rental – 6022 Dubose – passed

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 JANUARY 31, 2024

PRESENTED TO COUNCIL ON FEBRUARY 21, 2024

General Fund
Profit Loss Budget Performance
Through January 31, 2024

	Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
INCOME			
A. GENERAL REVENUE			
1-51101 · Ad Valorem Taxes-M&O	405,571.56	571,894.00	-166,322.44
1-51103 · Delinquent Taxes	4,328.07	12,000.00	-7,671.93
1-51105 · Penalty & Interest	2,833.10	3,000.00	-166.90
1-51106 · Tax Certificates	17.50	20.00	-2.50
1-51201 · City Sales Tax	79,341.94	252,000.00	-172,658.06
1-51202 · Mixed Beverage Tax	653.92	1,740.00	-1,086.08
1-51203 · Hotel Occupancy Tax	0.00	0.00	0.00
1-51301 · Franchise Tax Fee	12,945.19	52,000.00	-39,054.81
1-53101 · Mobile Home Park Fee	1,140.00	1,140.00	0.00
1-53102 · License Fees/Liquor	0.00	650.00	-650.00
1-53103 · Culvert Fees	0.00	2,000.00	-2,000.00
1-53104 · Contractor Registration Fees	400.00	2,000.00	-1,600.00
1-53105 · Permits & Inspection Fees	9,282.01	30,000.00	-20,717.99
1-53106 · Humane Dept Fees	180.00	300.00	-120.00
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	1,500.00	6,050.00	-4,550.00
1-56116 · Community Room Rent	0.00	500.00	-500.00
1-56121 · Interest Income	2,586.58	5,000.00	-2,413.42
1-56123 · Sale of Assets	0.00	0.00	0.00
1-56149 · Miscellaneous Revenue	175.39	0.00	175.39
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	520,955.26	1,036,794.00	-515,838.74
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 20-085-035-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	15,716.25	66,521.36	-50,805.11
4-55115 - Bullet Resistance Shield Grant	0.00	0.00	0.00
4-56121 - Interest Income	637.96	1,000.00	-362.04
4-56123 · Sale of Assets	0.00	30,500.00	-30,500.00
4-56148 · Warrant Pool Fee	108.40	0.00	108.40
4-56149 · Miscellaneous Revenue	8.10	0.00	8.10
4-56150 · Donations	225.00	2,500.00	-2,275.00
4-56151 · Kids, Cops & Christmas Income	3,000.00	3,300.00	-300.00
4-56152 · Lease Income	0.00	900.00	-900.00
4-56153 · Forfeiture Income	0.00	0.00	0.00
Total B. POLICE DEPT REVENUE	19,695.71	104,721.36	-85,025.65
C. MUNICIPAL COURT REVENUE			
5-54101 · Fines	204,154.27	600,000.00	-395,845.73
5-56121 · Interest Income - Municipal Court	941.43	1,500.00	-558.57
Total C. MUNICIPAL COURT REVENUE	205,095.70	601,500.00	-396,404.30

General Fund
Profit Loss Budget Performance
Through January 31, 2024

TOTAL INCOME

Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
745,746.67	1,843,940.86	-1,098,194.19

General Fund
Profit Loss Budget Performance
Through January 31, 2024

Thru 1/31/2024 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	18,176.63	66,215.60	48,038.97
1-61101 - Salaries - Part-time Administrator	4,600.00	0.00	
1-61104 · Overtime	0.00	0.00	0.00
1-61201 · Social Security	1,412.19	2,424.89	1,012.50
1-61203 · Medicare	330.28	567.07	236.79
1-61205 · State Unemployment Tax (SUI)	4.18	252.00	247.82
1-61207 · Workers Compensation	608.36	2,276.28	1,667.92
1-61209 · Group Insurance	4,706.28	9,722.16	5,015.88
1-61211 · Retirement Benefits	1,366.63	2,346.47	2,394.29
1-61615 · Economic Development Corp	16,873.23	75,000.00	58,126.77
1-62101 · Audit Fees	10,533.33	10,500.00	-33.33
1-62107 · Legal Fees	18,279.15	15,000.00	-3,279.15
1-63101 · Contract Labor - Janitorial Svc	1,560.00	4,680.00	3,120.00
1-63105 · Honorarium	0.00	0.00	0.00
1-63111 · Appraisal District Fees	4,544.25	15,256.00	10,711.75
1-63113 · Tax Collection Fees	0.00	1,000.00	1,000.00
1-64103 · Office Supplies	826.18	3,000.00	2,173.82
1-64105 · Postage	393.20	1,500.00	1,106.80
1-64109 · Inspection Fees	4,872.32	25,700.00	20,827.68
1-64113 · Other Supplies	219.42	1,000.00	780.58
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	979.41	3,800.00	2,820.59
1-64307 · Building - Maint & Repair	1,731.10	0.00	-1,731.10
1-64401 · Telephone Land Line	770.62	2,450.00	1,679.38
1-64403 · Electricity	518.33	2,000.00	1,481.67
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	0.00	2,500.00	220.00
1-64605 · Subscriptions	382.20	800.00	417.80
1-64701 · Travel & Training Expense	0.00	1,000.00	1,000.00
1-64901 · Advertising Expense	622.88	1,500.00	877.12
1-64907 · Election Expense	0.00	750.00	750.00
1-64923 · Miscellaneous Expense	1,975.00	500.00	-1,475.00
1-67103 · Natural Gas	57.34	720.00	662.66
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	7,760.00	0.00	-7,760.00
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	109,680.47	341,593.85	231,913.38

B. STREET DEPT. EXPENSE

2-61100 · Longevity	180.48	180.48	0.00
2-61101 · Salary	18,900.90	52,994.76	34,093.86

General Fund
Profit Loss Budget Performance
Through January 31, 2024

	Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
2-61104 · Overtime	1,780.75	5,616.00	3,835.25
2-61201 · Social Security	1,296.24	3,285.68	1,989.44
2-61203 · Medicare	303.19	768.43	465.24
2-61205 · State Unemployment Tax (SUI)	5.50	504.00	498.50
2-61207 · Workers Compensation	608.36	1,607.04	998.68
2-61209 · Group Insurance	4,706.28	9,722.16	5,015.88
2-61211 · Retirement Benefits	1,254.37	3,179.69	1,925.32
2-64107 · Uniforms	608.64	1,500.00	891.36
2-64111 · Street Signs	358.00	5,000.00	4,642.00
2-64201 · Machinery Fuel-Diesel	1,000.00	4,500.00	3,500.00
2-64203 · Vehicle Maint & Repair/EFLEET	4,439.37	12,900.00	8,460.63
2-64303 · Street Maintenance	6,221.08	30,000.00	23,778.92
2-64307 · Equipment Maint & Repair	1,447.38	16,000.00	14,552.62
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	14,912.68	32,572.80	17,660.12
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	4,520.94	18,100.00	13,579.06
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	65,064.49	253,044.64	187,990.15
D. POLICE DEPT. EXPENSE			
4-61100 · Longevity	877.96	953.16	75.20
4-61101 · Salary	148,224.95	515,432.56	367,207.61
4-61101 - DJ BYRNE Salary	0.00	0.00	0.00
4-61101 - VICTIMS' GRANT Salary	21,456.00	62,865.00	41,409.00
4-61102 - Part-time Officers	0.00	0.00	0.00
4-61103 - Officer Certification Pay	2,100.00	11,100.00	9,000.00
4-61104 · Overtime	13,493.91	25,000.00	11,506.09
4-61201 · Social Security	12,575.27	35,854.45	23,279.18
4-61203 · Medicare	2,940.96	8,385.32	5,444.36
4-61205 · State Unemployment Tax (SUI)	51.10	2,016.00	1,964.90
4-61207 · Workers Compensation	4,867.00	12,856.52	7,989.52
4-61209 · Group Insurance	37,642.04	87,519.96	49,877.92
4-61211 · Retirement Benefits	8,026.08	34,697.86	26,671.78
4-64102 - Bullet Resistance Shield Grant	0.00	0.00	0.00
4-64103 · Office Supplies	361.16	2,500.00	2,138.84
4-64105 · Postage	0.00	75.00	75.00
4-64107 · Uniforms	157.50	2,000.00	1,842.50
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	7,125.06	24,000.00	16,874.94
4-64202 · Radar Calibration Expense	0.00	300.00	300.00
4-64203 · Vehicle Maint & Repair	1,036.80	6,500.00	5,463.20
4-64205 · Vehicle Lease/EFLEET	25,518.84	55,000.00	29,481.16
4-64301 · Equipment Purchases	0.00	750.00	750.00
4-64304 · Equipment Lease/Ice Machine	846.50	2,520.00	1,673.50

General Fund
Profit Loss Budget Performance
Through January 31, 2024

	Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
4-64305 · Equip Maint & Repair Electronic	0.00	0.00	0.00
4-64306 · Office Equipment - Copier	784.08	2,000.00	1,215.92
4-64307 · Office Bldg Maint & Repair	829.75	300.00	-529.75
4-64401 · Telephone Land Line	1,294.56	3,000.00	1,705.44
4-64402 · Mobile Data-CAD System	1,080.00	3,240.00	2,160.00
4-64403 · Electricity	518.33	2,500.00	1,981.67
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	716.07	1,500.00	783.93
4-64606 · IT Services	791.30	3,000.00	2,208.70
4-64701 · Travel & Training Expense	0.00	3,000.00	3,000.00
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	217.04	1,300.00	1,082.96
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	0.00	0.00	0.00
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	305,125.80	986,026.43	680,900.63
E. MUNICIPAL COURT EXPENSE			
5-21206 · State Fine Expense	78,407.31	294,000.00	215,592.69
5-21207 · State Fine Expense Repayment	1,925.33	7,701.32	5,775.99
5-21243 · MVBA Expense	7,555.80	18,000.00	10,444.20
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	32,370.60	100,708.40	68,337.80
5-61201 · Social Security	2,006.97	6,243.92	4,236.95
5-61203 · Medicare	469.38	1,460.28	990.90
5-61205 · State Unemployment Tax (SUI)	8.49	756.00	747.51
5-61207 · Workers Compensation	1,216.76	3,214.12	1,997.36
5-61209 · Group Insurance	9,412.61	19,444.32	10,031.71
5-61211 · Retirement Benefits	1,643.40	5,179.20	3,535.80
5-62101 · Audit Fees	10,533.33	10,500.00	-33.33
5-62109 · Legal Prosecutor	2,500.00	7,500.00	5,000.00
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	2,922.10	5,000.00	2,077.90
5-64103 · Office Supplies	149.40	1,200.00	1,050.60
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	508.00	1,140.00	634.00
5-64401 · Telephone Land Line	1,426.25	3,700.00	2,273.75
5-64403 · Electricity	518.33	2,000.00	1,481.67

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

	Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
5-64601 · Dues & Membership	0.00	100.00	100.00
5-64701 · Travel & Training Expense	1,223.45	3,000.00	1,776.55
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	11,327.05	30,000.00	18,672.95
Total E. MUNICIPAL COURT EXPENSE	<u>174,022.38</u>	<u>548,047.56</u>	<u>374,025.18</u>
F. FIRE DEPT. EXPENSE			
6-64403 · Electricity	831.64	2,000.00	1,168.36
6-64501 · General Maintenance/Operations	0.00	0.00	0.00
6-67104 · Natural Gas	207.26	1,500.00	1,292.74
Total F. FIRE DEPT. EXPENSE	<u>1,038.90</u>	<u>3,500.00</u>	<u>2,461.10</u>
G. HUMANE EXPENSE			
7-64101 · Operating Supplies	365.42	1,000.00	634.58
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	<u>365.42</u>	<u>2,500.00</u>	<u>2,134.58</u>
TOTAL EXPENSE	<u>655,287.46</u>	<u>2,134,712.48</u>	<u>1,479,425.02</u>
NET INCOME	<u>90,459.21</u>	<u>-290,771.62</u>	<u>381,230.83</u>

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

	Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
INCOME			
52101 · Water Sales	76,325.62	276,480.00	-200,154.38
52141 · Water Tap Fees	1,950.00	2,000.00	-50.00
52143 · Reconnect Fees	2,400.00	6,000.00	-3,600.00
52145 · Late Fees	4,418.28	11,000.00	-6,581.72
52150 · Sales Tax	4,293.44	12,725.00	-8,431.56
52201 · Sewer Sales	62,184.26	188,240.00	-126,055.74
52241 · Sewer Tap Fees	1,950.00	3,000.00	-1,050.00
52301 · Garbage Fees	56,089.75	165,000.00	-108,910.25
56121 · Interest Income	789.43	2,500.00	-1,710.57
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	210,400.78	1,125,619.50	-915,218.72
EXPENSE			
61100 · Longevity	470.94	470.94	0.00
61101 · Salaries	78,619.80	256,620.92	178,001.12
61104 · Overtime	3,455.39	5,616.00	2,160.61
61201 · Social Security	5,094.14	15,910.50	10,816.36
61203 · Medicare	1,191.32	3,721.00	2,529.68
61205 · State Unemployment Tax (SUI)	19.13	1,008.00	988.87
61207 · Workers Compensation	2,433.50	6,428.28	3,994.78
61209 · Group Insurance	10,626.36	39,437.76	28,811.40
61211 · Retirement Benefits	429.84	15,397.25	14,967.41
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	1,353.65	5,000.00	3,646.35
63102 · License Permits	4,188.26	5,500.00	1,311.74
63103 · Contract Labor-Water Testing	24,000.00	72,000.00	48,000.00
63109 · Garbage Pickup	44,884.11	133,200.00	88,315.89
64101 · Operating Supplies	3,541.71	4,000.00	458.29
64103 · Office Supplies	0.00	3,000.00	3,000.00
64104 · Software & Maintenance (IT)	1,010.70	2,500.00	1,489.30
64105 · Postage-Water Bills	1,536.03	5,000.00	3,463.97
64107 · Uniforms	508.64	1,500.00	991.36
64108 · Sales Tax Expense	5,365.48	12,780.00	7,414.52
64109 · Chemicals	1,310.60	7,000.00	5,689.40
64115 · Water Conservation Expense	1,403.81	3,600.00	2,196.19
64201 · Fuel	2,681.10	9,000.00	6,318.90
64203 · Vehicle Maint. & Repair/EFLEET	4,425.48	12,912.00	8,486.52
64204 · Equipment Purchases	0.00	2,000.00	2,000.00
64205 · Equipment Lease/Rental	1,061.50	3,270.00	2,208.50
64305 · Equipment Maint & Repair	286.34	7,000.00	6,713.66
64307 · System Maint & Repair	21,652.19	40,000.00	18,347.81
64308 · Sewer & Water Extentions	0.00	4,000.00	4,000.00
64309 · Building Maint & Repair	55.40	13,000.00	12,944.60

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

	Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
64311 · Tool Purchases	201.56	3,000.00	2,798.44
64402 · Telephone Cellular	334.72	1,004.00	669.28
64403 · Electricity	9,252.03	32,532.60	23,280.57
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	1,084.66	4,000.00	2,915.34
SUBTOTAL	245,118.59	1,148,943.73	903,825.14
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTAL EXPENSE	245,118.59	1,148,943.73	903,825.14
NET INCOME	-34,717.81	-23,324.23	-11,393.58

Mynarik Park
Profit Loss Budget Performance

Through January 31, 2024

	Thru 1/31/2024 Actual	2023-2024 Budget	\$ Variance
INCOME			
8-41000 · Park Rental Fees	100.00	0.00	100.00
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	7,437.20	10,000.00	-2,562.80
TOTAL INCOME	<u>7,537.20</u>	<u>23,000.00</u>	<u>-15,462.80</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	1,046.35	1,000.00	-46.35
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	307.18	2,000.00	1,692.82
8-62103 · Machinery Fuel & Diesel	500.00	1,500.00	1,000.00
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	312.12	2,000.00	1,687.88
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	329.72	5,000.00	4,670.28
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>6,094.51</u>	<u>82,671.00</u>	<u>76,576.49</u>
NET INCOME	<u>1,442.69</u>	<u>-59,671.00</u>	<u>61,113.69</u>

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF WALLIS TEXAS
AND CODE ENFORCEMENT OFFICER(REG.)**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Wallis, Texas, (“Municipality”) and Code Enforcement Officer (registered CEO), (“Contractor”). Municipality and Contractor shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a contractor to perform the services of a Code Enforcement Officer and a Building Official; and

WHEREAS, Contractor is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Contractor agree as follows:

1. Scope of Services

Code Enforcement Officer(CEO):

Code Enforcement is the inspection, improvement, and rehabilitation of environmental hazards in public and private premises by determining the presence of fire or health hazards, nuisance violations, unsafe building conditions, and violations of any fire, health, or building regulation, statute, or ordinance.

The Code Enforcement Officer (CEO) duty is to follow the municipalities Ordinances. If the municipality has an ordinance in place the CEO must enforce the ordinance. It is the responsibility of the municipality to outline the ordinance rules.

CEO will also be the Building Official:

The Building Official shall comply with the duties as outlined in 2015 International Residential Code and 2015 International Building Code, Section R104: Duties and Powers of the Building Official, Sections: R104.1 General.

The building official is hereby authorized and directed to enforce the provisions of this code The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions

R104.2 Application and permits.

The building official shall receive applications, review construction documents before sending to plan review and approve permits for the erection and alteration of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

R104.3 Notices and orders.

The building official shall issue necessary notices or orders to ensure compliance with this code.

R104.4 Inspections.

The building official shall make the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall

be in writing and be certified by a responsible officer of such approved agency or by the responsible individual.

R104.5 Identification.

The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

R104.6 Right of entry.

Building Official must show credentials & obtain permission from occupant to enter Building Official may not enter after normal hours or if unoccupied without permission from owner or agent Building Official may seek help from law enforcement if there exists reasonable cause of an unsafe condition

R104.7 Department records.

Building official shall keep official records of applications received, permits and certificates issued, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for the retention of public records.

R104.8 Liability.

The building official shall not personally be liable in damages for any act or omission arising out of any official action taken to implement and enforce the provisions of this code. Additionally, except as otherwise provided by law, the building official shall not personally be liable in damages for any act or omission taken in the course and scope of employment. This municipality shall provide legal representation and indemnification for any suit or claim brought against the building official or any deputies because of acts or omissions performed in the implementation or enforcement of this code.

R104.8.1 Legal defense.

Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the municipality until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code

R104.9 Approved material and equipment.

Approval by Building Official: All materials, equipment, and devices used in construction must be approved by the building official. Approval ensures that these items meet safety and quality standards. Builders and contractors should follow the approved specifications during installation.

R104.9.1 Used material and equipment.

Used Materials and Equipment and devices shall not be reused unless approved by the Building Official. When reusing such items, ensure they still meet safety requirements.

R104.10 Modifications.

Where there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered in the files of Building Code Enforcement

R104.10.1 Flood hazard areas.

Building official is prohibited from granting modifications to any provisions required in flood hazard areas, as established by **Table R301.2(1)**. However, there's an exception: modifications may be

considered if a determination has been made that: **Building Official will seek Flood Plan Manager recommendation.**

R104.11 Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved

R104.11.1 Test

The provisions of the code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the code, if the alternative has been approved. In cases where there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, the building official has the authority to require tests as evidence of compliance at no expense to the municipality.

2. Changes to Scope of Services

Any changes to Services between Municipality and Contractor shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. Fee Structure

The fee will be a flat hourly fee regulated by the parties. This fee will include all documents issued by Contractor. Fee does not include any mailing or filing fees, these fees will be at cost. Traveling fees will be by the flat hourly fee.

4. Invoice and Payment Structure

Contractor will invoice Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to contractor within 15 days of Contractor's invoice date. Payments owed to Contractor but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Contractor shall provide, additional information before approving the invoice. When additional information is requested, Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Contractors invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Contractor to perform Services (Materials). Municipality has the right to grant and hereby grants Contractor a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to Municipality that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and, except as provided otherwise in this section, neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Contractor.

Contractor and Municipality agree that Contractor will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Contractor employees may provide similar services to multiple clients. Contractor shall at its sole discretion assign and reassign qualified employees, as determined by Contractor, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Contractor shall consider that request when determining staffing. Contractor shall determine all

conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Contractor exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Contractor's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Contractor employees shall perform the services using Contractor information technology equipment and from such locations as Contractor shall specify. No Contractor employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Contractor or providing Services pursuant to a contractual agreement between Municipality and Contractor.

Contractor agrees to have the necessary equipment; Computer, printer, cameras both photo and body cam, phone, email address as their own personal property. Only those items that are submitted in the course of an investigation for the municipality become property of the municipality. The body cam is just for the protection of the contractor not a municipality or Texas State requirement.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Contractor shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Contractor were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld.

Notwithstanding the preceding, Contractor may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Contractor may subcontract any or all of the services to its Affiliates without notice to Municipality. Contractor may subcontract any or all of the services to other third parties provided that Contractor gives Municipality prior written notice of the persons or entities with which Contractor has subcontracted. Contractor remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Contractor. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the

negligence of Contractor or any officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Contractor, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Contractor's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONTRACTOR OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONTRACTOR UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONTRACTORS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Contractor pursuant to this Agreement. The Materials, work product and deliverables shall be used by Contractor solely as provided in this Agreement and for

no other purposes without the express prior written consent of Municipality. As between Municipality and Contractor, all work product and deliverables shall become the exclusive property of Municipality when Contractor has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Contractor may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Contractor; (ii) improvement, development marketing and sales of existing and future Contractor services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development contractors and other third parties providing services for Contractor, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Contractor's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Contractor shall own all rights and title to any Contractor provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Contractor that are related to this Agreement for the purposes of audit or examination, other than Contractor's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. CONTRACTOR ACCESS TO RECORDS

Parties acknowledge that Contractor requires access to Records in order for Contractor to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Contractor on a daily basis such data from the Records as Contractor may reasonably request (in an agreed electronic format) or grant Contractor access to its Records and Record management systems so that Contractor may download such data. Data provided to or downloaded by Contractor pursuant to this Section shall be used by Contractor solely in accordance with the terms of this Agreement.

17. CONFIDENTIALITY

Contractor shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

18. CONTRACTOR PERSONNEL

Contractor shall maintain all Texas State required license in good standing. Contractor will have continuing education to maintain a professional standing.

19. Notices

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the addresses of record.

20. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

21. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

22. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

23. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

24. CONFLICT OF INTEREST

Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Contractor with regard to providing the Services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

25. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of law's provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

26. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same

instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

27. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

28. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

29. ENTIRE AGREEMENT

This Agreement, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

**CONTRACT FOR
FOR SPECIAL PROJECTS, GRANTS and DEVELOPMENT
COORDINATOR SERVICES BETWEEN
THE CITY OF WALLIS AND
MARTHA (MARTI) FROST**

WHEREAS, the City of Wallis hereafter called "Wallis" wishes to contract for Special Projects and Grants Consulting Services; and

WHEREAS, Martha (Marti) Frost, herein called "Consultant" wishes to provide Consulting Services to Wallis and to assist in special projects, grants and development efforts; and

WHEREAS, Wallis has approved a contract for Special Projects, Grants and Development Consulting Services with Consultant.

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

Agreement (the "Agreement") is made this ___ day of _____ 2024 by and between Wallis and Consultant located at 3021 W. FM 1093, Wallis, TX 77485.

1. **Term:** This Agreement shall be for one year commencing on the date above and terminating on __, _____ 2025, unless earlier terminated as provided herein. This Agreement may be terminated at any time by either party on thirty (30) days written notice to the other party.
2. **Renewals:** This Agreement may be renewed for additional terms by written mutual agreement of the parties.
3. **Scope of Work and Performance Standards:** The Consultant's scope of work is attached hereto as Exhibit A and is incorporated herein by reference. These standards and scope shall guide Consultant's performance of services herein. The Consultant shall provide a monthly report, as well as weekly updates to the Mayor throughout the month.
4. **Fees and Expenses:** Consultation Services shall be invoiced by the Consultant monthly at the hourly rates as defined below, and shall be paid by Wallis upon receipt, but no later than fifteen (15) days. The Consultant shall be entitled to reimbursement of ordinary and reasonable expenses incurred in performing such services, including mileage for necessary travel twenty (20+) miles outside city limits or other related expenses. Receipt must be provided with itemized invoices. Consultant shall be responsible for all taxes and withholdings and shall provide Wallis with a taxpayer ID number for issuance of a 1099 form.

Rates: Billing will accrue in one-tenth (1/10th) of an hour increments.

Special Projects not including grants or residential development: \$50.00/hour.

Grant research, application and coordination: \$65.00/hour.

Contract development and negotiations: \$95.00/hour.

**CONTRACT FOR
FOR SPECIAL PROJECTS, GRANTS and DEVELOPMENT
COORDINATOR SERVICES BETWEEN
THE CITY OF WALLIS AND
MARTHA (MARTI) FROST**

5. **Notices:** Any notice required to be given under this Agreement from either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier. The parties' addresses for notice are: City of Wallis, 6810 Guyler, Wallis, Texas 77485. Consultant address is Martha Frost, PO Box 1030, Wallis, TX 77485 or martifrost@icloud.com.
6. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Texas.
7. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by and conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein, including the Exhibit attached hereto and incorporated herein.
8. **Amendments and Waivers:** Changes, modifications, or amendments in scope, price or fees to this Agreement shall not be allowed without a prior formal Agreement amendment approved by Wallis and Consultant in advance of the change in scope, cost or fees. No modification of the Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.
9. **Agreement Administration:** The Wallis Mayor or designee shall be the Agreement Administrator for this Agreement. Martha (Marti) Frost shall be the individual performing all matters pertaining to this Agreement for Consultant. While it is understood that many facts pertaining to projects must be held in the strictest confidence, Consultant will insure that the Mayor is kept abreast of details and progress made pertaining to services as outlined in Exhibit A to the greatest extent possible. All communications between the parties shall remain and be kept confidential except to the extent made public by the Texas public records laws or required to be disclosed by court order.

**CONTRACT FOR
FOR SPECIAL PROJECTS, GRANTS and DEVELOPMENT
COORDINATOR SERVICES BETWEEN
THE CITY OF WALLIS AND
MARTHA (MARTI) FROST**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Martha (Marti) Frost (“Consultant”)

By _____
Martha (Marti) Frost

Witness: _____

By _____
Preston Little, Mayor

Attest: _____

**CONTRACT FOR
FOR SPECIAL PROJECTS, GRANTS and DEVELOPMENT
COORDINATOR SERVICES BETWEEN
THE CITY OF WALLIS AND
MARTHA (MARTI) FROST**

EXHIBIT A

Below are the services that the City of Wallis can expect from this consulting agreement. All services will be requested and/or approved by the Wallis Mayor or designee. Should a council member or city administrator request for services, the request will be approved by the Mayor or designee.

- Follow up on all inquiries and development prospects whether residential, commercial or industrial;
- Coordinate, interface and facilitate developer or special projects meetings, contract and infrastructure negotiations;
- Coordinate and liaison between Wallis and grant providers/underwriters. Identify, develop and coordinate grant opportunities that could enhance the existing public infrastructure to prepare for quality growth;
- Explore and present all financial avenues for Wallis to use for financing current expenses as well as infrastructure enhancements and growth.
- Special projects as requested and defined by the Mayor.
- Provide a written monthly report to the Mayor and council on these activities and weekly updates to the Mayor or designee;