



**CITY OF WHARTON
FINANCE COMMITTEE MEETING**

**Monday, February 10, 2020
5:30 PM**


CITY HALL

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

Notice is hereby given that a Finance Committee Meeting will be held on Monday, February 10, 2020 at 5:30 PM at the Wharton City Hall, 120 East Caney Street, Wharton, Texas, at which time the following subjects will be discussed to-wit:

SEE ATTACHED AGENDA

Dated this 6th day of February 2020.


By: 
Andres Garza, Jr., City Manager

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Finance Committee Meeting is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board, at City Hall of said City or Town in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on February 6, 2020, at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

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

Dated this 6th day of February 2020.

CITY OF WHARTON

By: 
Paula Favors
City Secretary



A G E N D A
CITY OF WHARTON
Finance Committee Meeting
Monday, February 10, 2020
City Hall - 5:30 PM

Call to Order.
Roll Call.
Public Comments.
Review & Consider:

1. Texas Department of Emergency Management Hazard Mitigation Grant Program DR 4332 City of Wharton Community Safe Room Phase I:

 - A. Resolution: A resolution of the Wharton City Council approving a Grant Agreement with the Texas Department of Emergency Management (TDEM) through its Hazard Mitigation Grant Program (HMGP) for the City of Wharton Community Safe Room Phase I and authorizing the Mayor to execute all documents relating to said agreement.
 - B. Resolution: A resolution of the Wharton City Council approving the establishment of a Checking Account for the HMGP DR 4332 Hurricane Harvey City of Wharton Community Safe Room with Prosperity Bank and authorizing the Mayor, City Manager and Finance Director as the signatories.
 - C. Resolution: A resolution of the Wharton City Council approving an agreement between the City of Wharton and Wharton Independent School District for the TDEM HMGP DR 4332 City of Wharton Community Safe Room Phase I and authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement.
2. Resolution: A resolution of the Wharton City Council authorizing the submission of an application to the State Infrastructure Bank Transportation Loan Program through Texas Department of Transportation for the FM 1301 and Railroad Overpass Project and authorizing the Mayor of the City of Wharton to execute all documents related to said submission.
3. City of Wharton Hotel/Motel Fund Agreements:

 - A. Wharton Downtown Business Association.
 - B. The Plaza Theatre.

Adjournment.


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

FINANCE COMMITTEE

| | | | |
|---------------|-----------|--------------|--|
| Meeting Date: | 2/10/2020 | Agenda Item: | <p>Texas Department of Emergency Management Hazard Mitigation Grant Program DR 4332 City of Wharton Community Safe Room Phase I:</p> <ul style="list-style-type: none"> A. Resolution: A resolution of the Wharton City Council approving a Grant Agreement with the Texas Department of Emergency Management (TDEM) through its Hazard Mitigation Grant Program (HMGP) for the City of Wharton Community Safe Room Phase I and authorizing the Mayor to execute all documents relating to said agreement. B. Resolution: A resolution of the Wharton City Council approving the establishment of a Checking Account for the HMGP DR 4332 Hurricane Harvey City of Wharton Community Safe Room with Prosperity Bank and authorizing the Mayor, City Manager and Finance Director as the signatories. C. Resolution: A resolution of the Wharton City Council approving an agreement between the City of Wharton and Wharton Independent School District for the TDEM HMGP DR 4332 City of Wharton Community Safe Room Phase I and authorizing the Mayor of the City of Wharton to execute all documents relating to said agreement. |
|---------------|-----------|--------------|--|

The City of Wharton submitted to the Texas Department of Emergency Management (TDEM) through its HMGP DR 4332 Hurricane Harvey a grant application for the City of Wharton Community Safe Room in partnership with WISD. TDEM has approved the grant application Phase I in the amount of \$446,863.00 (\$335,147.25 federal cost share and \$111,715.75 local cost share) for the first phase identified in the grant application. The City will have to open a new account with Prosperity Bank for a Premier Money Market Account for the HMGP DR 4332 Hurricane Harvey City of Wharton Safe Room. The City will enter into an agreement with the Wharton Independent School District for the Texas Department of Emergency Management Hazard Mitigation Grant Program DR 4332 City of Wharton Community Safe Room Phase I.

Attached are copies of the draft resolutions and the draft contracts.
Community Development Director Gwyn Teves will be present to answer any questions.

| | |
|---|----------------------------------|
| City Manager: Andres Garza, Jr. | Date: Thursday, February 6, 2020 |
| Approval:  | |
| Mayor: Tim Barker | |

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN
 § THE CITY OF WHARTON AND THE
 COUNTY OF WHARTON § WHARTON INDEPENDENT SCHOOL
 § DISTRICT

This AGREEMENT is hereby made and entered into by and between the CITY OF WHARTON, (“CITY”), a home rule municipal corporation, acting by and through its Mayor pursuant to Resolution No. _____, passed and approved by the City Council on the ___ day of February, 2020. (See: Attached Exhibit “A”). Correspondingly, this AGREEMENT is hereby made and entered into by and between the Wharton Independent School District, Wharton County, Texas, (“DISTRICT”) a public entity acting by and through its Superintendent pursuant to Resolution No. _____, passed and approved by the DISTRICT’S Board of Trustees on the _____ day of _____, 2020. (See: Attached Exhibit “B”). Collectively the CITY and DISTRICT may be further referenced herein as the (“PARTIES”), and they enter this contract pursuant to the enabling Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

RECITALS

WHEREAS, it is the public purpose of the CITY to provide for the health, safety and general welfare of its citizens especially during times and events of public emergency;

WHEREAS, it is the public purpose of the DISTRICT to provide its citizens quality public education within securely safe facilities located within the DISTRICT; and

WHEREAS, the PARTIES executed a Memorandum of Understanding (“MOU”) between them dated July 26, 2018 (See: Attached Exhibit “C”), intending to cooperate in the delivery of their respective public services to area citizens for the purposes of maximizing efficient use of tax dollars; and

WHEREAS, pursuant to that MOU and subsequent actions of the PARTIES, the Federal Emergency Management Agency (“FEMA”), acting by and through the Texas Division of Emergency Management (“TDEM”), issued a Phase I design grant (“GRANT”) (Hazard Mitigation Grant Program (HMGP-DR-4332-057 Hurricane Harvey) to the CITY for the design costs associated with a stand-alone, dual-purpose, hurricane safe room to be DISTRICT owned and operated on DISTRICT property that will cooperatively provide life safety emergency weather protection for the Wharton area community (“PROJECT”); and

WHEREAS, pursuant to the awarded GRANT, Phase I, Design Services, the estimated local (25%) cost sharing DISTRICT commitment amount of \$111,715.75 must be fiscally guaranteed by the DISTRICT, along with any additionally related, incidental costs deemed ineligible for federal matching funds; and

WHEREAS, pursuant to the GRANT terms and conditions and the MOU, the PARTIES hereby agree that the CITY will initially receive GRANT reimbursements from the awarding agency and then timely reimburse the DISTRICT for GRANT eligible PROJECT funding; and

WHEREAS, pursuant to the MOU, the DISTRICT hereby re-acknowledges and agrees that the CITY is not financially responsible for the PROJECT and that the CITY'S role was simply to apply for and only initially administer the award of the GRANT for the benefit of the DISTRICT.

NOW THEREFORE, for the mutual promises and obligations of the PARTIES set forth herein, and other good and valuable CONSIDERATION, the legal sufficiency of which is hereby ACKNOWLEDGED by the PARTIES hereto, the PARTIES further agree to the following terms and conditions:

I. GENERAL PURPOSE

1.01 The PARTIES, as public entities, have agreed to in good faith mutually provide various public resources to accomplish the public PROJECT described above to benefit their respective constituencies.

II. TERM

2.01 The term of this AGREEMENT shall be from the last date affixed below by the PARTY last executing this AGREEMENT ("EFFECTIVE DATE"), through the anticipated completion of the Phase I. design period of performance ending on or before January 10, 2021. The PARTIES anticipate a future written amendment to the initial terms of this Agreement that could extend this AGREEMENT through a Project Phase II construction and operational facility start-up.

2.02 This AGREEMENT shall terminate in the event either PARTY, through the authorized and official actions of its governing body, fails to appropriate sufficient funding to meet its obligations under this AGREEMENT. Sums paid and services rendered under this AGREEMENT, shall be paid for only from current revenues and appropriations available to the respective performing PARTY.

III. NOTICE

3.01 Unless advanced written notification to the contrary is received by the CITY, the DISTRICT'S Superintendent, or his/her designee, shall be its designated representative responsible for the management of portions this AGREEMENT on behalf of the DISTRICT.

3.02 Unless advanced written notification to the contrary is received by the DISTRICT, the CITY'S City Manager, or his/her designee, shall be its designated representative responsible for management of portions this AGREEMENT on behalf of the CITY.

3.03 Routine daily administrative communications between CITY and DISTRICT shall be first directed to the designated representatives of each PARTY, as set out in this ARTICLE III.

3.04 For purposes of this AGREEMENT, all official written communications and legal notices between the PARTIES shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the respective addresses set forth below in subsection 3.07 herein.

3.05 Notice of change of address by any PARTY must be made in writing and delivered to the other PARTY'S last known address, within seven (7) calendar days of such change.

3.06 The PARTIES to this AGREEMENT shall use best administrative efforts to promptly circulate to one another all regulatory grant agency interpretations that present issues pertinent to the respective concerns and interests of the PARTIES.

3.07 Official Communications and Legal Notice Addresses:

CITY

Tim Barker, Mayor
City of Wharton
120 East Caney Street
Wharton, Texas 77488

Andres Garza, Jr.
City Manager
City of Wharton
120 East Caney Street
Wharton, Texas 77488

Gwyneth Teves
Community Development Director
City of Wharton
120 East Caney Street
Wharton, Texas 77488
(979) 532-2491, extension 238
(979) 532-0181, telefax

DISTRICT

Tina Herrington, Ed. D., Superintendent
Wharton Independent School District
2100 No. Fulton Street
Wharton, Texas 77488

IV. LEGAL AUTHORITY

4.01 The PARTIES hereby represent, warrant, assure and guarantee that they currently possess the legal authority, pursuant to any proper, appropriate and official resolution, ordinance or formal legal action passed or taken, to enter into this AGREEMENT and to thereafter dutifully and timely perform the respective managerial responsibilities herein set forth.

V. OBLIGATIONS OF THE PARTIES

5.01 The CITY shall:

- a. fulfill its legal and limited administrative obligations under FEMA-TDEM GRANT (HMGP-DR-4332-057 – Hurricane Harvey).
- b. not assign or transfer any interest in the GRANT without the express, prior written consent of the TDEM, DHS/FEMA, and DISTRICT.
- c. be liable to TDEM for an amount not to exceed the GRANT, if the CITY fails to comply with any provisions of the GRANT, that otherwise have not been agreed to be performed by the DISTRICT pursuant to this AGREEMENT.
- d. provide in-kind, non-reimbursable CITY-staff support to routinely receive, briefly review and forward DISTRICT’s CONSULTANT reimbursement requests and related supporting information submittals to the granting agency.
- e. receive any or all GRANT reimbursement funds and timely forward same within fifteen (15) CITY business days of receipt, to the DISTRICT.
- f. provide timely input to the DISTRICT’S A/E design consultants regarding the spatial configuration needs of the CITY within the PROJECT to accommodate CITY emergency training and management services.
- g. not claim any ownership interest in the PROJECT realty. However, the CITY agrees to in the future negotiate in good faith with the DISTRICT for a license or recurrent short-term lease to temporarily and partially occupy the PROJECT facilities, to periodically conduct public emergency training and management services for the benefit of the PARTIES and their respective constituencies.

5.02 The DISTRICT shall:

- a. fiscally guarantee Phase I Design Services for the PROJECT, currently estimated at an initial total of \$446,863.00 (75% Federal Reimbursement Share of \$335,147.25, and 25% Local District Share of \$111,715.75), as well as any additionally related incidental costs deemed GRANT ineligible for federal matching funds.
- b. be completely responsible to capably perform any and all GRANT conditions, (See: Attached Exhibit “D” and GRANT Exhibits “A-H”) as if DISTRICT itself was the direct recipient of the GRANT.
- c. submit PROJECT related invoices, cancelled checks and related supporting materials to a legally procured special GRANT administration, DISTRICT-retained PROJECT consultant (“CONSULTANT”), to enable the CITY to then expeditiously submit the GRANT

reimbursement requests to the TDEM/DHS/FEMA. DISTRICT further agrees to work closely with CONSULTANT to assure compliant and effective GRANT management procedures.

d. legally solicit and fund contractual procurements of PROJECT CONSULTANT, architects, engineers, consultants and other service providers in order to properly accomplish the purpose of Phase I. PROJECT requirements.

e. dedicate, purchase or otherwise acquire an appropriate legal property interest in a PROJECT site that is suitable to locate and develop the intended PROJECT facilities. At a future date, negotiate in good faith with the CITY for a license or a recurrent short-term lease, whereby the CITY may temporarily and partially occupy the PROJECT facilities, to periodically conduct public emergency training and management services for the benefit of the PARTIES and their respective constituencies.

f. not seek any construction phase funding from the CITY for the PROJECT in the event that the granting agency fails to fund the construction phase of the PROJECT, and/or the DISTRICT incurs non-reimbursable cost overruns during the construction phase of the PROJECT.

g. reimburse the CITY for reasonable costs incurred by the CITY, in the event that the CITY determines in its sole reasonable discretion that the CITY must retain its own grant administration, quality assurance oversight consultant, to properly review DISTRICT reimbursement requests and related supporting information submittals from DISTRICT's CONSULTANT, prior to CITY forwarding same to the granting agency.

h. Independently defend the CITY and the DISTRICT at DISTRICT's sole, non-reimbursable cost during any GRANT agency audit of the PROJECT.

i. LEGALLY DEFEND AND HOLD THE CITY HARMLESS FROM ANY AND ALL NEGLIGENT ACTIONS, INACTIONS OR OMISSIONS BY THE DISTRICT AND/OR ITS GRANT CONSULTANT THAT RESULT IN THIRD-PARTY CLAIMS BY THE GRANTING AGENCY OR OTHER PERSONS AGAINST THE CITY.

j. reimburse the CITY for the reasonable legal cost to produce and finalize this Interlocal AGREEMENT.

VI. GOVERNING LAW CHANGES AND AMENDMENTS

6.01 Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the respective governing bodies of the PARTIES.

6.02 It is understood and agreed by the PARTIES hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this AGREEMENT and that the provisions of this AGREEMENT shall prevail, but only to the extent that such provisions are not in conflict with the most current local, state and federal law. If any changes to local, state or federal rules, regulations, or laws mandate a change in the provisions contained in this

AGREEMENT, then the PARTIES shall promptly negotiate, in good faith, and execute, an appropriate amendment of this AGREEMENT as soon as practical after the effective date of such changes.

VII. NO ASSIGNMENTS

7.01 No PARTY hereto shall transfer, pledge or otherwise assign this AGREEMENT, NOR any interest in and to same, nor any claim arising hereunder. This AGREEMENT is not assignable in any respect. Any attempt to transfer, pledge or make other assignment hereof shall be void *ab initio* and shall confer no rights upon any third persons or entities.

VIII. SEVERABILITY OF PROVISIONS

8.01 If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event, it is the expressed intention of the PARTIES hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof, and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

IX. ENTIRE AGREEMENT

9.01 This AGREEMENT, including its Exhibits “A” – “D”, constitutes the final and entire AGREEMENT between the PARTIES hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the PARTIES hereto, unless same is in writing, dated subsequent to the EFFECTIVE DATE hereof, and lawfully executed by the PARTIES.

X. PARTIES BOUND

10.01 This AGREEMENT shall be binding on and inure to the benefit of the PARTIES hereto and their respective legal representatives and any successors in interest, except as otherwise expressly provided herein.

XI. GENDER

11.01 Any words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XII. RELATIONSHIP OF PARTIES

12.01 Nothing contained herein shall be deemed or construed by the PARTIES hereto, or by any third party, as creating the legal relationship of: principal and agent; partners; joint venturers; or any other similar such relationship between them. Each public entity hereto is a legally independent contractor.

XIII. TEXAS LAW TO APPLY

13.01 This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the PARTIES created hereunder are performable in Wharton County, Texas.

XIV. CAPTIONS

14.01 The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the actual legally binding terms and/or conditions of this AGREEMENT.

XV. MULTIPLE ORIGINALS

15.01 This AGREEMENT may be executed in multiple originals. The PARTIES agree that it is not necessary for each PARTY to execute the same physical document on the same day. The AGREEMENT binds the CITY and the DISTRICT upon execution of the AGREEMENT by legally authorized representatives of the CITY and the DISTRICT. The EFFECTIVE DATE is as defined above in subsection 2.01 herein.

Signature page follows

DRAFT

“CITY”

“DISTRICT”

CITY OF WHARTON

WHARTON INDEPENDENT SCHOOL DISTRICT

Tim Barker, Mayor

Tina Herrington, Ed. D., Superintendent of Schools

ATTEST:

ATTEST:

, City Secretary

, District Secretary

**APPROVED AS TO FORM:
The CITY OF WHARTON, CITY ATTORNEY**

By: _____
Paul Webb, City Attorney

ACKNOWLEDGMENT

**STATE OF TEXAS §
 §
COUNTY OF WHARTON §**

BEFORE ME, a Notary Public, on this day personally appeared TINA HERRINGTON, Ed. D., known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the Wharton Independent School District Superintendent of Schools; that she was authorized to execute such instrument, and that said instrument is executed as the free and voluntary act and deed of such DISTRICT for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the day of _____ 2020.

Notary Public, State of Texas

(Affix Notary Seal Above)

**CITY OF WHARTON
RESOLUTION NO. 2020-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) THROUGH ITS HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE CITY OF WHARTON COMMUNITY SAFE ROOM PHASE I AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, The City of Wharton submitted to TDEM through its HMGP DR 4332 Hurricane Harvey a grant application for the City of Wharton Community Safe Room in partnership with WISD; and,

WHEREAS, The TDEM approved the grant application Phase I in the amount of \$446,863.00 (\$335,147.25 federal cost share and \$111,715.75 local cost share) for the first phase identified in the grant application; and,

WHEREAS, The Wharton City Council wishes to accept the grant agreement with TDEM and comply with the requirements of the grant agreement.

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

Section I: The Wharton City Council hereby accepts the grant and approves the grant agreement with the Texas Department of Emergency Management Phase I in the amount of \$446,863.00 (\$335,147.25 federal cost share and \$111,715.75 local cost share).

Section II: The Wharton City Council hereby authorizes the Mayor to execute all documents relating to the grant agreement.

Section III: That this resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 10th day of February 2020.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

**CITY OF WHARTON
RESOLUTION NO. 2020-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE ESTABLISHMENT OF A CHECKING ACCOUNT FOR THE HMGP DR 4332 HURRICANE HARVEY CITY OF WHARTON COMMUNITY SAFE ROOM WITH PROSPERITY BANK AND AUTHORIZING THE MAYOR, CITY MANAGER AND FINANCE DIRECTOR AS THE SIGNATORIES.

RESOLVES that the City Council of the City of Wharton authorize a new account with Prosperity Bank for the HMGP DR 4332 Hurricane Harvey City of Wharton Safe Room; and,

RESOLVES that the City Council of the City of Wharton, Texas hereby authorizes the following officers of the City of Wharton to the City's Checking Account with Prosperity Bank:

- 1. Andres Garza, Jr., City Manager _____
Signature
- 2. Joan Andel, Finance Director _____
Signature
- 3. Tim Barker, Mayor _____
Signature

RESOLVES that effective February 10, 2020, the above listed City officials are the authorized signatories to the Checking Account.

RESOLVES that this resolution shall become effective February 10, 2020.

PASSED AND APPROVED by the City Council of the City of Wharton, Texas this 10th day of February 2020.

CITY OF WHARTON

By: _____
Tim Barker
Mayor

ATTEST:

Paula Favors
City Secretary

**CITY OF WHARTON
RESOLUTION NO. 2020-XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF WHARTON AND WHARTON INDEPENDENT SCHOOL DISTRICT FOR THE TDEM HMGP DR 4332 CITY OF WHARTON COMMUNITY SAFE ROOM PHASE I AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID AGREEMENT.

WHEREAS, The City of Wharton wishes to enter into an agreement with the Wharton Independent School District for the Texas Department of Emergency Management Hazard Mitigation Grant Program DR 4332 City of Wharton Community Safe Room Phase I; and,

WHEREAS, The Wharton City Council and the Wharton Independent School District wishes to be bound by the conditions as set forth in the agreement as approved for signature by the City Attorney; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents related to the agreement.

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

Section I. That the Wharton City Council hereby approves entering into an agreement with the Wharton Independent School District for the Texas Department of Emergency Management Hazard Mitigation Grant Program DR 4332 City of Wharton Community Safe Room Phase I.

Section II. That the Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to the agreement.

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

Passed, Approved, and Adopted this 10th day of February 2020.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

FINANCE COMMITTEE

| | | | |
|--|-----------|----------------------------------|---|
| Meeting Date: | 2/10/2020 | Agenda Item: | Resolution: A resolution of the Wharton City Council authorizing the submission of an application to the State Infrastructure Bank Transportation Loan Program through Texas Department of Transportation for the FM 1301 and Railroad Overpass Project and authorizing the Mayor of the City of Wharton to execute all documents related to said submission. |
| <p>The City Staff has met with representatives from the State Infrastructure Bank Transportation Loan Program through Texas Department of Transportation for the FM 1301 and Railroad Overpass Project. The City Staff wishes to submit an application to the State Infrastructure Bank Transportation Loan Program.</p> <p>Community Development Director Gwyn Teves will be present to answer any questions.</p> | | | |
| City Manager: Andres Garza, Jr. | | Date: Thursday, February 6, 2020 | |
| Approval:  | | | |
| Mayor: Tim Barker | | | |

**CITY OF WHARTON
RESOLUTION NO. 2020 - XX**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING SUBMISSION OF AN APPLICATION TO THE STATE INFRASTRUCTURE BANK TRANSPORTATION LOAN PROGRAM THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FM 1301 EXTENSION AND RAILROAD OVERPASS PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID SUBMISSION.

WHEREAS, The City of Wharton City Council wishes authorize the submission of an application to the State Infrastructure Bank Transportation Loan Program through the Texas Department of Transportation for the FM 1301 Extension and Railroad Overpass Project; and,

WHEREAS, The Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute all documents relating to said application.

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

SECTION I. The Wharton City Council hereby approves the submittal of an application to the State Infrastructure Bank Transportation Loan Program through Texas Department of Transportation for the FM 1301 Extension and Railroad Overpass Project.

SECTION II. The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to said application.

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

PASSED, APPROVED, and ADOPTED this 10th day of February 2020.

CITY OF WHARTON, TEXAS


By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

FINANCE COMMITTEE

| | | | |
|--|-----------|----------------------------------|--|
| Meeting Date: | 2/10/2020 | Agenda Item: | City of Wharton Hotel/Motel Fund Agreements: A. Wharton Downtown Business Association. B. The Plaza Theatre. |
| <p>Attached you will find a memo to me from Finance Director Joan Andel regarding the 2019-2020 Fiscal Year Hotel/Motel Fund requests.</p> | | | |
| City Manager: Andres Garza, Jr. | | Date: Thursday, February 6, 2020 | |
| Approval:  | | | |
| Mayor: Tim Barker | | | |



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

MEMORANDUM

To: Mr. Andres Garza, Jr.
City Manager

From: Joan Andel

Date: February 6, 2020

Re: FY2019-20 Budget request

On December 9, 2019, the City Council approved the Mayor to execute a performance agreement with the Wharton Downtown Business Association for assistance with advertising, marketing, and promotion of downtown area projects. The amount of the performance agreement approved thru the City Council budget process was \$10,000 based on information provided to the City Council from the Wharton Downtown Business Association (original information for review is attached).

I have since received from Debra Medina an email with a revised budget which is also attached denoting a change in anticipated funds and expenditures since the original submission.

I would like to discuss this at the Finance Committee on Monday, February 10, 2019.

Please contact me if you have any questions.

Thank you.

**CITY OF WHARTON
RESOLUTION NO. 2019-139**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE MAYOR OF THE CITY OF WHARTON, WHARTON COUNTY, TEXAS, TO EXECUTE AN AGREEMENT WITH THE WHARTON DOWNTOWN BUSINESS ASSOCIATION FOR ASSISTANCE WITH ADVERTISING, MARKETING AND PROMOTION OF DOWNTOWN AREA PROJECTS.

WHEREAS, The Wharton City Council hereby authorizes Mayor Tim Barker to execute an agreement with the Wharton Downtown Business Association for assistance with advertising, marketing and promotion of downtown area projects; and,

WHEREAS, The City of Wharton and the Wharton Downtown Business Association hereby agrees to be bound by the conditions as set forth in the agreement.

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

Section I. That the Wharton City Council hereby authorizes Tim Barker, Mayor of the City of Wharton to execute an agreement with the Wharton Downtown Business Association for assistance with advertising, marketing and promotion of downtown area projects.

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

Passed, Approved, and Adopted this 9th day of December 2019.

CITY OF WHARTON, TEXAS

By: *Tim Barker*
TIM BARKER
Mayor

ATTEST:
Paula Favors
PAULA FAVORS
City Secretary



Wharton Downtown Business Association

Fostering the economic, social and civic welfare of historic downtown Wharton

June 10, 2019

Joan Andel
City of Wharton
120 E. Caney Street
Wharton, Tx 77488

RE: 2020 Budget Planning

Dear Joan,

The newly formed Wharton Downtown Business Association (WDBA) looks forward to working with the City of Wharton towards achieving common goals. The City's Strategic Plan dedicates a chapter to the further development of the Central Business District which encompasses the Wharton Downtown Business Association area. We look forward to partnering with the City in the timely implementation of these objectives in an effort to meet residents' dreams of an iconic center that is the heart of the community.

Please find attached is an overview of the Wharton Downtown Business Association's plans and initiatives for the coming year along with a request for funding from the City of Wharton. This funding will be critical to achieving several of the strategic initiatives identified. Please let me know if I can provide any additional assistance or answer any questions. I can be reached at 713-553-7882.

Sincerely,



Deborah Cenko
Treasurer

Wharton Downtown Business Association

City of Wharton - Funding Request FY2019/2020
Wharton Downtown Business Association ("WDBA")

The following information outlines the newly formed WDBA's annual anticipated expenditures and existing, anticipated, and identified funds/sources. This information is being provided to the City to show how requested funding from the City will be leveraged and align with City-specified priorities, as defined in the 2019 City of Wharton Comprehensive Plan.

Additional details on expenditures and income sources can be provided upon request.

Anticipated Expenditures/Uses

\$14,000 – Economic impact analysis and project implementation strategy associated with levee improvements / connectivity (parks/open spaces)

\$15,000 – Central Business District ("CBD") wayfinding planⁱ

\$6,000 – CBD wayfinding plan implementation, to include: signage acquisition and installationⁱⁱ

- 2-sided kiosk-style directory map downtown (\$2,500)
- Street sign topper branded attachments (\$1,000)
- 59/69 CBD directional sign (\$2500)

\$15,000 – Advertising, marketing, and promotion of annual projectsⁱⁱⁱ

\$50,000 – Organizational operations

- 1 Part-time staff person and office-associated costs
 - Staff will be responsible for promotion of the WDBA, and associated projects, project development, implementation, grant application development and funding management.
 - Projects to include pop-up merchant integration, Houston "staycation" weekend tours, monthly walk-about, downtown festivals

Total Annual Expenditures = \$100,000

Existing¹, Anticipated² and Identified³ Funds/Sources

\$10,500 – General fund

- \$6,000¹ Allocation from Chamber for Wine Fair profits
- \$4,500^{2/3} Annual WDBA membership dues

\$10,000³ – Wharton Economic Development Corporation^{iv}

- Marketing to retain, expand, and diversify CBD occupancy and downtown-centric economic development activities

\$14,000² – EPA Recreation Economy for Rural Communities Grant

\$5,000² – Anice Read Grant: wayfinding implementation

\$1,000¹ – Texas Historic Commission- Independence Trail Region

Producing marketing materials for tourism, marketing advice/training;

\$29,500 – Other grants, fundraising, etc.

Total = \$70,000

Shortfall = \$30,000 (Funding requested from the City of Wharton)

City of Wharton - Funding Request FY2019/2020
\$30,000

Potential Funding Sources

- Portion of \$58,000 annual budget allocation for Convention & Tourism addressing the City priority to increase central business district economic development and its contribution to residents' quality of life^v
- 2019 Comprehensive Plan referenced "Sales & Property Tax Rebate Program"^{vi}

ⁱ City of Wharton Strategic Plan, Chapter 12, Central-Business District, #5, "Increased signage and wayfinding are needed to make people aware of the amenities and businesses in the Central Business District," p. 12-3

ⁱⁱ City of Wharton Strategic Plan, Chapter 12, Central Business District, #7, "The addition of gateway and wayfinding signs and lighting to important sites like the parks, parking areas and historic buildings," p. 12-3. See also, "Goal 12.1, Leverage the Central Business District's historical buildings and character to project a unique image, 2018-2021, "Update Wharton's "brand and use it in City publications, signage, downtown amenities, and websites. Select a narrow focus for the brand."

ⁱⁱⁱ City of Wharton Strategic Plan, Chapter 12, Central Business District, #1, "A campaign to "market" the Wharton Central Business District," p. 12-3

^{iv} City of Wharton Strategic Plan, Chapter 12, Central Business District, "Funding Sources for CBD Improvements," p. 12-38

^v City of Wharton Strategic Plan, Chapter 12, Central Business District, "This [plan] analyzes the Central Business Districts existing composition, envisions the City's relationship to its Central Business District for the future, and provides a local plan of action to increase Central Business District economic development and its contribution to residents quality of life," p. 12-1

^{vi} City of Wharton Strategic Plan, Chapter 12, Central Business District, "Funding Sources for CBD Improvements," p. 12-38

jandel@cityofwharton.com

From: Wharton Downtown Business Assn <heywdba@gmail.com>
Sent: Thursday, January 9, 2020 9:46 AM
To: jandel@cityofwharton.com
Subject: WDBA revised budget
Attachments: 2020 revised budget 12.31.2019.pdf; footnotes for 2020 revised budget 12.31.2019.pdf

Joan,

As you've requested, the WDBA Board has revised the budget previously submitted to the city of Wharton. The original budget anticipated funding from several grants that were ultimately not awarded to us. We've made adjustments accordingly.

Please let me know if we can answer any additional questions.

Sincerely,
Debra Medina
President

WDBA 2020 Budget

| | % of Budget | Footnote |
|--|---------------------|----------|
| Projected Income | | |
| Memberships | \$ 2,500.00 | 6% *1 |
| Member contributions | \$ 1,000.00 | 3% *3 |
| Events/Festivals | \$ 20,000.00 | 50% *4 |
| Chamber annual contribution for wine fair | \$ 5,000.00 | 13% *2 |
| City | \$ 11,250.00 | 28% *5 |
| TOTAL INCOME | \$ 39,750.00 | |

Projected Expenditures

| | | |
|-----------------------------|--------------------|------------|
| Economic Vitality | | 10% |
| Tourism Study costs | \$ 1,500.00 | *11 |
| Future economic development | \$ 2,550.00 | *12 |
| | <u>\$ 4,050.00</u> | |

| | | |
|----------------|---------------------|------------|
| Design | | 30% |
| Branding | \$ 7,500.00 | *6 |
| TXDOT signage | \$ 2,400.00 | *7 |
| Beautification | \$ 2,200.00 | *10 |
| | <u>\$ 12,100.00</u> | |

| | | |
|---|--------------|------------|
| Promotion | | 54% |
| Advertising, promotion & logistics of events | \$ 21,500.00 | *8 |

| | | |
|---------------------------------|--------------------|-----------|
| Civic & Organization | | 5% |
| Membership development | \$ 2,000.00 | *9 |
| Administrative costs | \$ 100.00 | |
| | <u>\$ 2,100.00</u> | |

TOTAL EXPENDITURES \$ 39,750.00

Net Fundings \$ -

Wharton Downtown Business Association

fostering the economic, social, and civic welfare of historic downtown Wharton

Footnotes to 2020 Budget as revised 12.31.2019

- 1 - Memberships currently consist of 23 general memberships and 2 supporting memberships. \$100 each per year.
- 2 - Pursuant to the May 11, 2018 letter from the Chamber of Commerce, the Chamber has covenanted to contribute \$5,000 annually for the Wine Fair.
- 3 - Merchant contributions are donations made for particular events over and above their membership fees.
- 4 - Projected income for events during the year
- 5 - Pursuant to the Wharton City Special Council meeting of August 13, 2019, the WDBA was awarded \$11,250 in funding, subject to a performance agreement.
- 6 - fd2s Design Studio revised scope and fee for branding, as of 12.20.2019
- 7 - To purchase 4 TXDOT historical district signs at \$600 each
- 8 - Projected costs of events and promotions and storage for necessary supplies
- 9 - Projected costs of holding quarterly membership gatherings
- 10 - Projected costs of beautification projects
- 11 - Projected costs of Tourism assessment to occur in February 2020
- 12 - Projects yet to be determined



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

MEMORANDUM

To: Mr. Andres Garza, Jr.
City Manager

From: Joan Andel

Date: February 6, 2020

Re: FY2019-20 Budget request

On December 9, 2019, the City Council approved the Mayor to execute an agreement with the Plaza Theatre for HVAC improvements to the main auditorium. The amount of the payment approved thru the City Council budget process was \$5,000.

I received an email from Mr. Russell Kacer with the Plaza Theatre, requesting approval for the funds to be used for a smaller HVAC project in the lobby area that would cost approximately \$5,000.

I would like to discuss this at the Finance Committee on Monday, February 10, 2019.

Please contact me if you have any questions.

Thank you.

**CITY OF WHARTON
RESOLUTION NO. 2019-140**

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE MAYOR OF THE CITY OF WHARTON, WHARTON COUNTY, TEXAS, TO EXECUTE AN AGREEMENT WITH THE PLAZA THEATRE FOR HVAC IMPROVEMENTS NEEDED IN THE MAIN AUDITORIUM.

WHEREAS, The Wharton City Council hereby authorizes Mayor Tim Barker to execute an agreement with The Plaza Theatre for HVAC improvements needed in the main auditorium; and,

WHEREAS, The City of Wharton and The Plaza Theatre hereby agrees to be bound by the conditions as set forth in the agreement.

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

Section I. That the Wharton City Council hereby authorizes Tim Barker, Mayor of the City of Wharton to execute an agreement with The Plaza Theatre for HVAC improvements needed in the main auditorium.

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

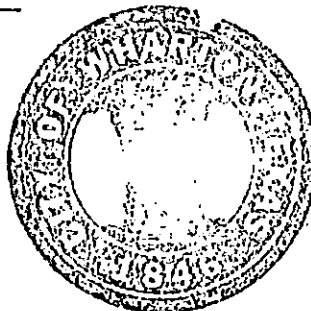
Passed, Approved, and Adopted this 9th day of December 2019.

CITY OF WHARTON, TEXAS

By: *Tim Barker*
TIM BARKER
Mayor

ATTEST:

[Signature]
RAULA FAVORS
City Secretary



The Plaza Theatre
Post Office Box 1067
Wharton, Texas 77488
(979) 282-2226

May 14, 2019

Ms. Joan Andel
City of Wharton
120 East Caney Street
Wharton, Texas 77488

Dear Ms. Andel:

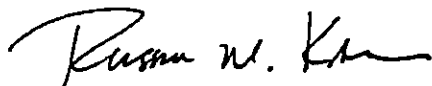
On behalf of the Plaza Board of Directors, I would like to make a formal request for the City of Wharton to consider designating a portion of the hotel occupancy tax to help fund the Plaza Theatre. This designation was previously made to our theatre but was eliminated in 2009 with the significant decline in the economy.

Enclosed in a demographics report from all of the events hosted by the Plaza Theatre in the last year. You will see that within a single year, the Plaza Theatre brought over 4,000 individuals into downtown Wharton and, on average, over 60% of those individuals are from outside the community of Wharton. We feel that these numbers clearly demonstrate the support of both tourism and the hotel industry within Wharton, and by designating a portion of the hotel occupancy tax to the Plaza Theatre, the City of Wharton would not only be supporting those same efforts but promoting art and culture within this area.

If this funding were to be reinstated, it would be used for the ongoing improvements to and maintenance of our historical theatre. As with any other historical building, the Plaza is in need of new HVAC units, upgraded electrical wiring, upgraded plumbing, weather proofing, and so much more. These ongoing needs matched with the growth of our theatre programs have required us to expand our lobby area, along with seeking out additional space for both office facilities and storage.

I would ask that you genuinely consider the benefits that the Plaza Theatre brings to the community of Wharton and help us to build and maintain, not only our historical building, but the programs that bring over 4,000 people through its doors each year.

Sincerely,



Russell Kacer
VP of Communications, The Plaza Theatre
(361) 771-5554
russell@ykc.com

Enclosure: Demographics Report

Joan Anandel

From: Russell Kacer <russell@ykc.com>
Sent: Tuesday, May 21, 2019 8:50 AM
To: Joan Anandel
Subject: Re: City of Wharton - Hotel/Motel Tax

Hi Joan –

We would like to request \$10,000.00 (or any amount seen fit) to use towards HVAC improvements that are needed for the main auditorium.

Thank you.

Russell



Russell Kacer
 President

109 W. Putnam • Ganado, Texas 77962
 361 771 4111 • russell@ykc.com



From: Joan Anandel <jandel@cityofwharton.com>
Date: Monday, May 20, 2019 at 10:26 AM
To: Russell Kacer <russell@ykc.com>
Subject: RE: City of Wharton - Hotel/Motel Tax

I received your request but I will need a dollar amount the Plaza is requesting. The information you provided is good and I will include it in the budget request. I will contact you once the date is set when the City Council will be discussing these requests and we may need either you or someone from your Board to attend for any questions.

I will keep you posted.

Joan

From: Russell Kacer [mailto:russell@ykc.com]
Sent: Tuesday, May 14, 2019 11:23 AM
To: Joan Anandel <jandel@cityofwharton.com>
Subject: Re: City of Wharton - Hotel/Motel Tax

Hi Joan –

Please find the attached request.

Can you let me know when the decision will be made and when we should hear back from the city?

Let me know if you need any further information or details from me.

jandel@cityofwharton.com

From: Russell Kacer <russell@ykc.com>
Sent: Thursday, January 23, 2020 11:01 AM
To: Joan Anandel
Subject: Re: Plaza Hotel/Motel Tax

Hi Joan –

I wanted to see if you had a chance to get this last question answered for us at the Plaza?

Thanks.

Russell



Russell Kacer
President
109 W. Putnam • Ganado, Texas 77962
361.771.4111 • russell@ykc.com
www.ykc.com

From: Russell Kacer <russell@ykc.com>
Date: Wednesday, January 15, 2020 at 1:56 PM
To: Joan Anandel <jandel@cityofwharton.com>
Subject: Re: Plaza Hotel/Motel Tax

Hi Joan –

One more question. The project for the auditorium cannot be done in pieces like we had hoped and the board is debating on whether or not we should spend that much money all at once. The paperwork notes that it is for the auditorium, but would it acceptable for us to use the funds for a smaller HVAC project in the lobby that would be closer to the \$5,000 amount we were rewarded and not put such a financial bind on the Plaza.

Thanks.

Russell



Russell Kacer
President
109 W. Putnam • Ganado, Texas 77962
361.771.4111 • russell@ykc.com
www.ykc.com

From: Joan Anandel <jandel@cityofwharton.com>
Date: Friday, November 22, 2019 at 8:38 AM
To: Russell Kacer <russell@ykc.com>
Subject: RE: Plaza Hotel/Motel Tax

Funds will be available until September 30, 2020.