



**CITY OF WHARTON
CITY COUNCIL
*REGULAR MEETING***

**MONDAY
March 25, 2019
7:00 P.M.**

WHARTON CITY HALL

**NOTICE OF MEETING OF THE
GOVERNING BODY OF
CITY OF WHARTON**

Notice is hereby given that a regular meeting of the governing body of the City of Wharton will be held on the 25th day of March 2019 at 7:00 p.m., at _____ located at _____
120 East Caney Street
Wharton, Texas 77488

Wharton, Texas, at which time the following subjects will be discussed, to-wit: _____
See attached agenda.

Dated this 21st day of March 2019.


By: 
Timothy Barker, Mayor

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Wharton 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 in Wharton, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on March 21, 2019, at 4:30 P.M., and remained so posted continuously for at least 72 hours preceding the schedule time of said Meeting.

The City of Wharton City Hall and Council Chambers are wheelchair accessible. Access to the building and special parking are 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 21st day of March 2019.

CITY OF WHARTON, TEXAS

By: 
Paula Favors, City Secretary

AGENDA
CITY OF WHARTON
Regular City Council Meeting
Monday, March 25, 2019
City Hall - 7:00 p.m.

1. **Call to Order – Opening Devotion – Pledge of Allegiance.**
2. **Roll Call and Excused Absences.**
3. **Public Comments.**
4. **Wharton Moment.**
5. **Review & Consider:** City of Wharton Financial Report for February 2019.
6. **Review & Consider:** **Ordinance:** An ordinance authorizing the issuance of City of Wharton, Texas Tax Anticipation Notes, Series 2019.
7. **Review & Consider:** Request by F & W Storage Company LLC to Re-Plat 204 W. Third St., Victor, Block A, Lots 7,8,9.
8. **Review & Consider:** Request by the Wharton County Long Term Recovery Team for a variance to place a travel trailer at 115 Kaiser while home is being repaired and to replace the current FEMA Unit.
9. **Review & Consider:** Request from Ms. Kaytee Cenko of the Wharton Downtown Business Association to host a Downtown Block Party.
10. **Review & Consider:** **Resolution:** A resolution of the Wharton City Council authorizing the submission of an application to the Texas Ambulance Supplement Provider Program and authorizing the Mayor of the City of Wharton to execute all documents related to said submission.
11. **Review & Consider:** **Resolution:** A resolution of the Wharton City Council authorizing the purchase of a vehicle for the Fire Department from Caldwell Country through Buyboard Cooperative Purchasing Program.
12. **Review & Consider:** **Resolution:** A resolution of the Wharton City Council authorizing the submission of a grant application for the Texas Department Of Transportation 2019 Transportation Alternatives

(TA) And Safe Routes To School (SRTS) Call for Projects, certifying funding and support for The City Of Wharton Sidewalk Project and authorizing the Mayor of the City of Wharton to execute all documents relating to said application.

13. Review & Consider:

Resolution: A resolution of the Wharton City Council approving a 380 Development Agreement with Tractor Supply Company and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.

14. Review & Consider:

Ordinance: An ordinance declaring a public necessity for the acquisition of fee simple title to surface only of below listed property located in Wharton, Texas, for a public purpose, namely the acquisition, construction and maintenance of the Lower Colorado River Basin Phase I, Texas, Wharton Flood Risk Management Project; ratifying and affirming all prior acts and proceedings done or initiated by attorneys and employees of the city to acquire such property; authorizing all other lawful action necessary or incidental to such acquisitions.

15. Review & Consider:

Resolution: A resolution of the Wharton City Council establishing a consultant selection committee and developing evaluation criteria for the selection of a debris removal and disposal firm to be used in the event of a major disaster.

16. Review & Consider:

Resolution: A resolution of the Wharton City Council establishing a consultant selection committee and developing evaluation criteria for the selection of a debris monitoring firm to be used in the event of a major disaster.

17. Review & Consider:

City of Wharton Housing Program:

A. **Resolution:** A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2018-109.

B. **Resolution:** A resolution of the Wharton City Council declaring certain City of Wharton properties as surplus properties and to designate these properties for affordable housing programs for City of Wharton residents.

C. **Resolution:** A resolution of the Wharton City Council approving the transfer of the City of Wharton real properties to the Wharton County

Recovery Team and authorizing the Mayor of the City of Wharton to execute all documents related to the property transfer.

- 18. Executive Session:** City Council may adjourn into an Executive Session in accordance with Section 551.071 and 551.087 of the Local Government Code, Revised Civil Statutes of Texas. Final action, decision or vote, if any with regard to any Matter considered in Executive Session shall be made in Open Meeting:
A. **Discussion:** Industrial District No. 1 Contract.
- 19. Return to Open Meeting:** Action on items discussed in Executive Session:
A. **Review & Consider:** Industrial District No. 1 Contract.
- 20. Review & Consider:** **Resolution:** A resolution of the Wharton City Council ratifying and authorizing the execution of the Electric Energy Sales Agreement with Reliant Energy Retail Services, LLC by the City Manager on behalf of the City of Wharton.
- 21. Review & Consider:** Update of City of Wharton Grant Programs.
- 22. Review & Consider:** Update of City of Wharton on-going Projects.
- 23. Review & Consider:** Appointments and Resignations to the City of Wharton Boards, Commissions, and Committees:
A. Beautification Commission.
B. Building Standards Commission.
C. Plumbing and Mechanical Board.
- 24. Review & Consider:** City Council Boards, Commissions and Committee Reports:
A. Public Works Committee meeting held March 7, 2019.
B. Finance Committee meeting held March 11, 2019.
C. Beautification Commission meeting held March 14, 2019.
- 25. Review & Consider:** City Manager's Reports.
- | | |
|---|------------------------------|
| A. City Secretary/Personnel. | H. Fire Marshall. |
| B. Code Enforcement. | I. Legal Department. |
| C. Community Services Department / Civic Center. | J. Municipal Court. |
| | K. Police Department. |

- | | | | |
|-----------|-------------------------------------|-----------|------------------------------|
| D. | Emergency Management. | L. | Public Works Department. |
| E. | E.M.S. Department. | M. | Water / Sewer Department. |
| F. | Facilities Maintenance Department / | N. | Weedy Lots / Sign Ordinance. |
| | Wharton Municipal Pool. | O. | Wharton Regional Airport. |
| G. | Fire Department. | | |
-
- 26. Review & Consider:** Wharton Economic Development Corporation:
A. Wharton Economic Development Corporation Resolution No. 2019-01.
-
- 27. Adjournment.**

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

City Council Communications

Meeting Date: 03/25/2019		Agenda Item: #3. Public Comments.	
City Manager: Andres Garza, Jr.		Date: March 21, 2019	
Approval: <i>By: BPZ</i>			
Mayor: Tim Barker			

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


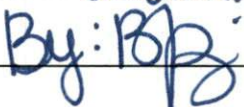
City Council Communications

Meeting Date: 03/25/2019		Agenda Item: #4. Wharton Moment.	
City Manager: Andres Garza, Jr.		Date: March 21, 2019	
Approval:			
Mayor: Tim Barker			

Andres Garza Jr.
By: BPZ

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #5. Review & Consider: City of Wharton Financial Report for February 2019.	
<p>Attached, you will find a copy of the City of Wharton Financial Report for the month of February 2019. Finance Director Joan Andel will present the report.</p>		
City Manager: Andres Garza, Jr.		Date: March 21, 2019
Approval:		
Mayor: Tim Barker		

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

10 -General

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Ad Valorum Taxes	677,179.00	92,155.40	435,597.91	64.33	241,581.09
	Sales Tax	1,490,378.00	149,734.84	629,097.29	42.21	861,280.71
	Other Taxes	1,064,666.00	42,199.46	258,857.76	24.31	805,808.24
	License and Permits	93,507.00	8,112.25	62,141.55	66.46	31,365.45
	Fines and Forfeitures	304,450.00	15,663.06	66,473.98	21.83	237,976.02
	Industrial District Pmt.	1,838,530.00	0.00	1,882,084.00	102.37	(43,554.00)
	Charges for Services	9,350.00	0.00	300.00	3.21	9,050.00
	Interest and Miscellaneous	66,046.00	2,217.50	3,425.36	5.19	62,620.64
	Intergovernmental	354,750.00	3,119.56	3,119.56	0.88	351,630.44
	Transfers In	912,713.00	136,270.41	264,128.82	28.94	648,584.18
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		6,811,569.00	449,472.48	3,605,226.23	52.93	3,206,342.77
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Mayor & Council	36,025.00	2,652.99	9,785.75	27.16	26,239.25
	City Manager	270,069.00	19,596.02	111,208.39	41.18	158,860.61
	City Secretary	113,249.00	7,965.84	45,533.64	40.21	67,715.36
	Legal and Professional Se	74,000.00	4,970.20	24,170.00	32.66	49,830.00
	Finance	299,160.00	15,478.04	123,396.30	41.25	175,763.70
	Municipal Courts	152,681.00	14,658.54	55,179.79	36.14	97,501.21
	Central Services	100,747.00	4,787.83	27,735.50	27.53	73,011.50
	Police	2,340,483.00	165,190.19	840,051.09	35.89	1,500,431.91
	Fire	400,541.00	67,917.09	213,989.93	53.43	186,551.07
	Code Enforcement	314,683.00	17,997.70	96,777.56	30.75	217,905.44
	Emergency Management	121,113.00	8,040.51	45,680.28	37.72	75,432.72
	Animal Control	66,273.00	5,063.74	24,947.31	37.64	41,325.69
	Communications	589,680.00	50,662.11	232,472.94	39.42	357,207.06
	Streets & Drainage	877,876.00	76,404.25	406,379.88	46.29	471,496.12
	Garage	146,946.00	2,981.29	51,349.50	34.94	95,596.50
	Facilities Maintenance	259,102.00	21,218.12	101,160.91	39.04	157,941.09
	Grant Admin/Housing	0.00	0.00	0.00	0.00	0.00
	Recreation	23,000.00	880.83	8,181.78	35.57	14,818.22
	Pool	53,201.00	1,570.19	4,433.82	8.33	48,767.18
	Grants	21,740.00	16,172.70	47,829.40	220.01	(26,089.40)
	Lease Payments	91,000.00	0.00	41,188.31	45.26	49,811.69
	Capital Outlay	460,000.00	66.34	83,497.00	18.15	376,503.00
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		6,811,569.00	504,274.52	2,594,949.08	38.10	4,216,619.92

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2019

11 -PEG FUND
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Other Taxes	7,000.00	1,404.82	2,781.76	39.74	4,218.24
	Interest and Miscellaneous	0.00	1.04	5.60	0.00	(5.60)
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	7,000.00	1,405.86	2,787.36	39.82	4,212.64
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	7,000.00	0.00	0.00	0.00	7,000.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	7,000.00	0.00	0.00	0.00	7,000.00
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	1,405.86	2,787.36	0.00	(2,787.36)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2019

12 -Hotel/Motel
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Other Taxes	285,500.00	6,858.35	119,022.23	41.69	166,477.77
	Interest and Miscellaneous	100.00	32.16	166.83	166.83	(66.83)
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		285,600.00	6,890.51	119,189.06	41.73	166,410.94
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	75,000.00	5,620.75	56,009.34	74.68	18,990.66
	Transfers-Out	210,600.00	16,716.66	66,866.64	31.75	143,733.36
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		285,600.00	22,337.41	122,875.98	43.02	162,724.02
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	(15,446.90)	(3,686.92)	0.00	3,686.92
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2019

14 -Seizure
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Interest and Miscellaneous	500.00	70.45	407.18	81.44	92.82
	Intergovernmental	10,250.00	0.00	1,079.87	10.54	9,170.13
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		10,750.00	70.45	1,487.05	13.83	9,262.95
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Operations	10,750.00	0.00	649.74	6.04	10,100.26
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		10,750.00	0.00	649.74	6.04	10,100.26
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	70.45	837.31	0.00	(837.31)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2019

20 -Debt Service Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Ad Valorum Taxes	1,308,310.00	285,268.74	1,352,887.93	103.41	(44,577.93)
	Interest and Miscellaneou	1,000.00	1,555.82	2,141.48	214.15	(1,141.48)
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		1,309,310.00	286,824.56	1,355,029.41	103.49	(45,719.41)
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Lease Payments	1,286,310.00	0.00	664,445.26	51.66	621,864.74
	Transfers-Out	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		1,286,310.00	0.00	664,445.26	51.66	621,864.74
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		23,000.00	286,824.56	690,584.15	2.54	(667,584.15)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

30 -Capital Improvement Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Interest and Miscellaneous	0.00	6.00	32.66	0.00	(32.66)
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	350,000.00	25,000.00	25,000.00	7.14	325,000.00
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	350,000.00	25,006.00	25,032.66	7.15	324,967.34
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Capital Outlay	350,000.00	0.00	4,081.68	1.17	345,918.32
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	350,000.00	0.00	4,081.68	1.17	345,918.32
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	25,006.00	20,950.98	0.00	(20,950.98)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2019

41 -Water & Sewer Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	4,345,066.00	317,710.99	1,666,449.66	38.35	2,678,616.34
	Interest and Miscellaneous	8,500.00	213.96	1,408.50	16.57	7,091.50
	Intergovernmental	0.00	0.00	53,460.00	0.00	(53,460.00)
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	4,353,566.00	317,924.95	1,721,318.16	39.54	2,632,247.84
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Planning and Comm Develop	111,032.00	12,003.07	97,269.37	87.60	13,762.63
	Water/Sewer Admin.	164,005.00	10,826.87	62,076.37	37.85	101,928.63
	Water Operations	1,112,541.00	268,344.62	604,926.10	54.37	507,614.90
	Sewer Operations	839,347.00	44,599.45	266,196.54	31.71	573,150.46
	Solid Waste Operations	0.00	0.00	0.00	0.00	0.00
	Lease Payments	549,204.00	0.00	131,884.30	24.01	417,319.70
	Capital Outlay	663,136.00	0.00	0.00	0.00	663,136.00
	Transfers-Out	914,301.00	92,858.41	190,716.82	20.86	723,584.18
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	4,353,566.00	428,632.42	1,353,069.50	31.08	3,000,496.50
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	(110,707.47)	368,248.66	0.00	(368,248.66)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

42 -Solid Waste Fund

FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	1,471,493.00	123,532.40	613,817.00	41.71	857,676.00
	Interest and Miscellaneous	800.00	62.89	1,931.74	241.47	(1,131.74)
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	1,472,293.00	123,595.29	615,748.74	41.82	856,544.26
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Solid Waste Operations	1,407,293.00	131,362.22	585,993.32	41.64	821,299.68
	Lease Payments	0.00	0.00	0.00	0.00	0.00
	Transfers-Out	65,000.00	0.00	0.00	0.00	65,000.00
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	1,472,293.00	131,362.22	585,993.32	39.80	886,299.68
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	(7,766.93)	29,755.42	0.00	(29,755.42)
		=====	=====	=====	=====	=====

CITY OF WHARTON
FINANCIAL STATEMENT
AS OF: FEBRUARY 28TH, 2019

43 -EMS Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	825,873.00	36,484.83	276,571.73	33.49	549,301.27
	Interest and Miscellaneous	300.00	456.91	857.64	285.88	(557.64)
	Intergovernmental	1,457,751.00	1,057,751.00	1,457,751.00	100.00	0.00
	Transfers In	0.00	0.00	0.00	0.00	0.00
		-----	-----	-----	-----	-----
** TOTAL REVENUES **		2,283,924.00	1,094,692.74	1,735,180.37	75.97	548,743.63
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	EMS Operations	2,181,182.00	194,752.68	852,112.41	39.07	1,329,069.59
	Lease Payments	4,330.00	0.00	0.00	0.00	4,330.00
	Transfers-Out	98,412.00	68,412.00	98,412.00	100.00	0.00
		-----	-----	-----	-----	-----
** TOTAL EXPENDITURES **		2,283,924.00	263,164.68	950,524.41	41.62	1,333,399.59
		=====	=====	=====	=====	=====
EXCESS REVENUES/EXPENDITURES		0.00	831,528.06	784,655.96	0.00	(784,655.96)
		=====	=====	=====	=====	=====

FINANCIAL STATEMENT

AS OF: FEBRUARY 28TH, 2019

44 -Civic Center Fund
FINANCIAL SUMMARY

ACCT#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
	Charges for Services	82,401.00	7,216.00	24,265.00	29.45	58,136.00
	Interest and Miscellaneou	575.00	4.93	272.12	47.33	302.88
	Intergovernmental	0.00	0.00	0.00	0.00	0.00
	Transfers In	200,600.00	16,716.66	66,866.64	33.33	133,733.36
		-----	-----	-----	-----	-----
**	TOTAL REVENUES **	283,576.00	23,937.59	91,403.76	32.23	192,172.24
		=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
	Civic Center Operations	274,977.00	15,760.31	83,987.01	30.54	190,989.99
	Lease Payments	8,599.00	0.00	2,839.40	33.02	5,759.60
		-----	-----	-----	-----	-----
**	TOTAL EXPENDITURES **	283,576.00	15,760.31	86,826.41	30.62	196,749.59
		=====	=====	=====	=====	=====
	EXCESS REVENUES/EXPENDITURES	0.00	8,177.28	4,577.35	0.00	(4,577.35)
		=====	=====	=====	=====	=====

3/07/2019 3:47 PM

CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 61 - Consolidated Cash
 ACCOUNT: 1000 Cash in Bank
 TYPE: Check
 STATUS: All
 FOLIO: All

CHECK DATE: 2/01/2019 THRU 2/28/2019
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/05/2019	CHECK	101984	ROBERT J KORENEK	1,375.00CR	OUTSTND	A	0/00/0000
*** 1000	2/05/2019	CHECK	102110	APTIM	174,664.86CR	OUTSTND	A	0/00/0000
1000	2/18/2019	CHECK	102111	MID-COAST TITLE COMPANY,	686.00CR	OUTSTND	A	0/00/0000
*** 1000	2/06/2019	CHECK	102113	TEXASGULF CREDIT UNION	6,307.00CR	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102114	WILLIAM E HEITKAMP, TRUSTEE	1,055.54CR	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102115	Sun Life Financial	2,340.05CR	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102116	AFLAC	2,599.75CR	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102117	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102118	Legal Shield	811.10CR	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102119	TML GROUP BENEFITS RISK P	76,176.48CR	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102120	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/06/2019	CHECK	102121	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102122	WHARTON CO CLERK	38.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102123	WHARTON CO CLERK	702.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102124	DEBBI ABBOTT	136.71CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102125	100 CLUB OF WHARTON	500.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102126	ADVANCED RESCUE SYSTEMS	799.99CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102127	DAVID ALLEN	1,255.95CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102128	ALSAY INCORPORATED	1,350.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102129	ANDREA SIMMONS	200.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102130	ARNOLD OIL COMPANY	425.19CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102131	ASCO EQUIPMENT	1,856.33CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102132	AT & T	954.26CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102133	AT&T	411.64CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102134	AT&T	93.06CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102135	AT&T	3,517.88CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102136	AUTOZONE, INC.	14.99CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102137	BARBEE SERVICES, INC.	77.98CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102138	BOUND TREE MEDICAL, LLC	171.53CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102139	BRAZORIA COUNTY WATER LAB	240.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102140	BRITTANY TAYLOR	200.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102141	MARK ALLEN FOLTZ	545.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102142	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102143	CAP FLEET UPFITTERS, LLC	66.34CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102144	CHAMBER OF COMMERCE	4,833.33CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102145	CHERYL'S EXXON	7.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102146	CHLORINATOR MAINTENANCE I	2,098.90CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102147	CINTAS CORPORATION	527.36CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102148	COCA-COLA SOUTHWEST BEVERAGES,	465.60CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102149	COLLABORATIVE COMMUNITIES MGMT	3,277.50CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102150	CORE & MAIN LP	2,093.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102151	DELL MARKETING L.P.	2,423.16CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102152	DXI INDUSTRIES, INC.	1,512.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102153	ENERTECH	200.00CR	OUTSTND	A	0/00/0000

3/07/2019 3:47 PM

CHECK RECONCILIATION REGISTER

PAGE: 2

COMPANY: 61 - Consolidated Cash
 ACCOUNT: 1000 Cash in Bank
 TYPE: Check
 STATUS: All
 FOLIO: All

CHECK DATE: 2/01/2019 THRU 2/28/2019
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/11/2019	CHECK	102154	ESO SOLUTIONS, INC.	7,724.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102155	FASTENAL COMPANY	206.08CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102156	FAUST AIR CONDITIONING	4,978.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102157	PAULA FAVORS	485.25CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102158	FERGUSON ENTERPRISES, INC	1,047.25CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102159	GALLS, LLC	2,678.93CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102160	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102161	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102162	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102163	ANDRES GARZA, JR.	172.60CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102164	GLASS SOUTHWEST	1,029.38CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102165	HACH COMPANY	217.89CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102166	HALFF ASSOCIATES, INC.	2,423.78CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102167	HODGES WELDING SUPPLY	186.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102168	HUNTER'S AIR & HEAT INC VOIDED	283.00CR	VOIDED	A	2/11/2019
1000	2/11/2019	CHECK	102169	INSURANCENET	142.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102170	J&J PIPE & SUPPLY, INC.	601.75CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102171	JONES & CARTER, INC	10,200.40CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102172	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102173	LORI GIBSON	200.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102174	MAREK'S SAND & GRAVEL, LLC	120.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102175	MCI	61.95CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102176	MEMORIAL HERMANN MEDICAL GROUP	1,778.80CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102177	METRO FIRE APPARATUS	6,400.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102178	NAPCO CHEMICAL COMPANY, INC	2,000.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102179	NATIONAL AIR TRANSPORTATION	274.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102180	NETWORKFLEET, INC.	113.70CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102181	O'REILLY AUTOMOTIVE STORES, IN	151.72CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102182	OFFICE DEPOT	321.51CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102183	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102184	PROSPERITY BANK	1,604.83CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102185	PRUDENTIA, INC.	5,214.87CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102186	QUILL CORPORATION	778.53CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102187	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102188	RESERVE ACCOUNT	800.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102189	RICHMOND RD. TRUCK & AUTO PART	1,092.57CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102190	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102191	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102192	SKYNET	250.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102193	SOUTH TEXAS CORRUGATED	181.92CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102194	STAR PARTS INC	147.23CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102195	STROUHAL TIRE	602.10CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102196	SUPERIOR POOL PRODUCTS, LLC	176.70CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102197	SUTHERLAND LUMBER CO.	277.44CR	OUTSTND	A	0/00/0000

3/07/2019 3:47 PM

CHECK RECONCILIATION REGISTER

PAGE: 3

COMPANY: 61 - Consolidated Cash
 ACCOUNT: 1000 Cash in Bank
 TYPE: Check
 STATUS: All
 FOLIO: All

CHECK DATE: 2/01/2019 THRU 2/28/2019
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/11/2019	CHECK	102198	PATRICK KRPEC DBA	58.25CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102199	TEC-TRONIC SYSTEMS, INC	2,016.74CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102200	GWYN TEVES	106.51CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102201	TEXAS A&M ENGINEERING EXTENSIO	1,050.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102202	TEXAS AMBULANCE ASSN	500.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102203	TEXAS COMMISSION ON	50.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102204	TEXAS DEPARTMENT OF AGRICULTUR	2,291.66CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102205	TEXAS FIRST GROUP REPLACEMENT	3,610.84CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102206	TEXAS QUALITY LAWN EQUIPMENT	375.49CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102207	TITAN AVIATION FUELS	42,071.84CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102208	LAURA SMITH	1,400.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102209	TML INTERGOVERNMENTAL RISK POO	88,645.50CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102210	TRAFICO INDUSTRIES, INC.	3,662.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102211	VALERO MARKETING & SUPPLY	33.60CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102212	VERIZON WIRELESS	1,843.74CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102213	WALMART COMMUNITY / GEMB	240.93CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102214	WATCHGUARD VIDEO	1,800.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102215	WCA WASTE CORPORATION	110,587.44CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102216	WHARTON COUNTY ELECTRIC C	1,469.69CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102217	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102218	PAUL WEBB	5,221.80CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102219	WHARTON CELEBRATION	200.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102220	WHARTON COUNTY TREASURER	6,822.22CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102221	WHARTON LAWN & GARDEN	142.85CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102222	WHARTON TRACTOR	5.78CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102223	WHARTON VETERINARY CLINIC, PLL	145.05CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102224	WHARTON VOLUNTEER FIRE DE	538.00CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102225	ZARSKY LUMBER- VICTORIA	157.90CR	OUTSTND	A	0/00/0000
1000	2/11/2019	CHECK	102226	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/12/2019	CHECK	102227	CUEVAS, PAULA	63.91CR	OUTSTND	G	0/00/0000
1000	2/12/2019	CHECK	102228	HOLLAS, MARY	42.60CR	OUTSTND	G	0/00/0000
1000	2/12/2019	CHECK	102229	GARCIA, JESSE Q	94.01CR	OUTSTND	G	0/00/0000
1000	2/12/2019	CHECK	102230	PANIAGUA, NICOLAS	72.00CR	OUTSTND	G	0/00/0000
1000	2/12/2019	CHECK	102231	GUTIERREZ, JR	66.58CR	OUTSTND	G	0/00/0000
1000	2/12/2019	CHECK	102232	AYKES JR, THOMAS	19.89CR	OUTSTND	G	0/00/0000
1000	2/14/2019	CHECK	102233	PATRICK JOHN WEARDEN, JR	320.00CR	OUTSTND	A	0/00/0000
1000	2/19/2019	CHECK	102234	TEXASGULF CREDIT UNION	6,307.00CR	OUTSTND	A	0/00/0000
1000	2/19/2019	CHECK	102235	WILLIAM E HEITKAMP, TRUSTEE	950.00CR	OUTSTND	A	0/00/0000
1000	2/19/2019	CHECK	102236	UNITED STATES POST OFFICE	185.22CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102237	AMERICAN PLANNING ASSOCIATION	250.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102238	ASCO EQUIPMENT	10,115.47CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102239	BACK 40 CARWASH, LLC	150.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102240	BAY CITY POLICE DEPARTMENT	120.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102241	RONNIE BOLLOM	320.95CR	OUTSTND	A	0/00/0000

COMPANY: 61 - Consolidated Cash
 ACCOUNT: 1000 Cash in Bank
 TYPE: Check
 STATUS: All
 FOLIO: All

CHECK DATE: 2/01/2019 THRU 2/28/2019
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/25/2019	CHECK	102242	CENTERPOINT ENERGY	1,018.22CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102243	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102244	CHERYL'S EXXON	7.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102245	CINTAS CORPORATION	561.32CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102246	CONROE AVIONICS, INC.	175.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102247	DBT TRANSPORTATION SERVICES, L	829.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102248	DSS DRIVING SAFETY SERVICES, L	1,162.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102249	ELIZABETH RODRIGUEZ	200.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102250	FERGUSON ENTERPRISES, INC	490.37CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102251	FIRST UNITED METHODIST	277.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102252	GALLS, LLC	58.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102253	GOLD STAR PETROLEUM, INC.	12,540.50CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102254	GUS GEORGE LAW	10.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102255	HALFF ASSOCIATES, INC.	187,995.50CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102256	INDEPENDENT BANK	262,959.44CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102257	JONES & CARTER, INC	937.25CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102258	JTM CONSTRUCTION, LLC	27,100.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102259	LAERDAL MEDICAL CORPORATION	9.60CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102260	LCRA	1,100.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102261	TERRY DAVID LYNCH	637.79CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102262	MARRIOTT PLAZA SA	710.55CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102263	ANGEL MEDELLIN	4,872.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102264	JUSTIN MORAN	43.68CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102265	NEWWAVE COMMUNICATIONS	9.72CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102266	THE POLICE AND SHERIFFS PRESS,	17.50CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102267	PROSPERITY BANK	2,148.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102268	RELIANT ENERGY SOLUTIONS	29,702.54CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102269	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102270	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102271	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102272	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102273	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102274	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102275	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102276	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102277	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102278	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102279	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102280	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102281	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102282	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102283	RESERVE ACCOUNT	500.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102284	RICHMOND RD. TRUCK & AUTO PART	236.36CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102285	STROUHAL TIRE	35.00CR	OUTSTND	A	0/00/0000

3/07/2019 3:47 PM

CHECK RECONCILIATION REGISTER

PAGE: 5

COMPANY: 61 - Consolidated Cash
 ACCOUNT: 1000 Cash in Bank
 TYPE: Check
 STATUS: All
 FOLIO: All

CHECK DATE: 2/01/2019 THRU 2/28/2019
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/25/2019	CHECK	102286	STRYKER SALES CORPORATION	14,439.59CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102287	PATRICK KRPEC DBA	36.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102288	TCEQ OCCUPATIONAL LICENSING	111.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102289	TCPSO	315.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102290	TEC-TRONIC SYSTEMS, INC	12.96CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102291	TERRY DUSEK	500.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102292	TERRYBERRY	144.82CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102293	GWYN TEVES	72.65CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102294	TEXAS COLORADO RIVER	1,250.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102295	TEXAS EMER. MGMT CONF	200.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102296	TEXAS FIRST GROUP REPLACEMENT	4,244.59CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102297	TYLER TECHNOLOGIES, INC.	90.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102298	V.M. HUERTA FAMILY TRUST	750.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102299	VICTOR O. SCHINNERER & CO, INC	910.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102300	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102301	VON-WIL FORD INC	205.90CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102302	WALMART COMMUNITY / GEMB	128.92CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102303	WHARTON HOUSING FINANCE CORPOR	10,000.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102304	WHARTON JOURNAL SPECTATOR	46.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102305	LAWRENCE SITKA	225.00CR	OUTSTND	A	0/00/0000
1000	2/25/2019	CHECK	102306	HARRY LEE WICKS	61.00CR	OUTSTND	A	0/00/0000
1000	2/26/2019	CHECK	102307	WHARTON CO CLERK	121.00CR	OUTSTND	A	0/00/0000
1000	2/26/2019	CHECK	102308	WHARTON CO CLERK	121.00CR	OUTSTND	A	0/00/0000
1000	2/28/2019	CHECK	102309	UNITED STATES POST OFFICE	836.50CR	OUTSTND	A	0/00/0000
1000	2/28/2019	CHECK	102310	Sun Life Financial	2,900.29CR	OUTSTND	A	0/00/0000
1000	2/28/2019	CHECK	102311	AFLAC	2,599.75CR	OUTSTND	A	0/00/0000
1000	2/28/2019	CHECK	102312	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1000	2/28/2019	CHECK	102313	Legal Shield	811.10CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	1,223,536.53CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			
TOTALS FOR Consolidated Cash				CHECK TOTAL:	1,223,536.53CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

3/07/2019 3:48 PM

CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 61 - Consolidated Cash
ACCOUNT: 1000 Cash in Bank
TYPE: Check
STATUS: All
FOLIO: All

CHECK DATE: 2/01/2019 THRU 2/28/2019
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 5,000.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT-----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1000	2/05/2019	CHECK	102110	APTIM	174,664.86CR	OUTSTND	A	0/00/0000 <i>Old CBI</i>
*** 1000	2/06/2019	CHECK	102113	TEXASGULF CREDIT UNION	6,307.00CR	OUTSTND	A	0/00/0000
*** 1000	2/06/2019	CHECK	102119	TML GROUP BENEFITS RISK P	76,176.48CR	OUTSTND	A	0/00/0000
*** 1000	2/11/2019	CHECK	102154	ESO SOLUTIONS, INC.	7,724.00CR	OUTSTND	A	0/00/0000
*** 1000	2/11/2019	CHECK	102171	JONES & CARTER, INC	10,200.40CR	OUTSTND	A	0/00/0000
*** 1000	2/11/2019	CHECK	102177	METRO FIRE APPARATUS	6,400.00CR	OUTSTND	A	0/00/0000 <i>Gas powered Co Pump</i>
*** 1000	2/11/2019	CHECK	102185	PRUDENTIA, INC.	5,214.87CR	OUTSTND	A	0/00/0000
*** 1000	2/11/2019	CHECK	102207	TITAN AVIATION FUELS	42,071.84CR	OUTSTND	A	0/00/0000
*** 1000	2/11/2019	CHECK	102209	TML INTERGOVERNMENTAL RISK POO	88,645.50CR	OUTSTND	A	0/00/0000 <i>Lab & Workers Co</i>
*** 1000	2/11/2019	CHECK	102215	WCA WASTE CORPORATION	110,587.44CR	OUTSTND	A	0/00/0000
*** 1000	2/11/2019	CHECK	102218	PAUL WEBB	5,221.80CR	OUTSTND	A	0/00/0000
*** 1000	2/11/2019	CHECK	102220	WHARTON COUNTY TREASURER	6,822.22CR	OUTSTND	A	0/00/0000 <i>2019 Motorola Software (In. r.)</i>
*** 1000	2/19/2019	CHECK	102234	TEXASGULF CREDIT UNION	6,307.00CR	OUTSTND	A	0/00/0000
*** 1000	2/25/2019	CHECK	102238	ASCO EQUIPMENT	10,115.47CR	OUTSTND	A	0/00/0000
*** 1000	2/25/2019	CHECK	102253	GOLD STAR PETROLEUM, INC.	12,540.50CR	OUTSTND	A	0/00/0000
*** 1000	2/25/2019	CHECK	102255	HALFF ASSOCIATES, INC.	187,995.50CR	OUTSTND	A	0/00/0000 <i>Well & Water Pl</i>
1000	2/25/2019	CHECK	102256	INDEPENDENT BANK	262,959.44CR	OUTSTND	A	0/00/0000 <i>Loan # 8007739</i>
*** 1000	2/25/2019	CHECK	102258	JTM CONSTRUCTION, LLC	27,100.00CR	OUTSTND	A	0/00/0000 <i>Street Drainage Improv</i>
*** 1000	2/25/2019	CHECK	102268	RELIANT ENERGY SOLUTIONS	29,702.54CR	OUTSTND	A	0/00/0000
*** 1000	2/25/2019	CHECK	102286	STRYKER SALES CORPORATION	14,439.59CR	OUTSTND	A	0/00/0000 <i>Procate Cov. Contract</i>
*** 1000	2/25/2019	CHECK	102303	WHARTON HOUSING FINANCE CORPOR	10,000.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1000				CHECK TOTAL:	1,101,196.45CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			
TOTALS FOR Consolidated Cash				CHECK TOTAL:	1,101,196.45CR			
				DEPOSIT TOTAL:	0.00			
				INTEREST TOTAL:	0.00			
				MISCELLANEOUS TOTAL:	0.00			
				SERVICE CHARGE TOTAL:	0.00			
				EFT TOTAL:	0.00			
				BANK-DRAFT TOTAL:	0.00			

**CITY OF WHARTON
PROSPERITY
BANK BALANCES**

Account	02/28/19
General	\$464,193.02
PEG	\$5,428.24
Hotel/Motel	\$32,226.32
Municipal Technology	\$1,790.62
Seizure	\$35,050.24
Fire Special Revenue	\$21,172.02
Municipal Building	\$33,929.76
Debt	\$49,775.28
2017 Tax Notes	\$246,366.01
2011 Tax & Rev Bond	\$1,540,574.70
2013 Bond	\$218,235.57
Capital Improvement	\$52,698.62
2015 Bond	\$70,627.79
Ahldag Addition	\$194.35
Water/Sewer	\$116,175.42
Solid Waste	\$114,200.42
EMS	\$157,454.11
Civic Center	\$22,877.32
Airport	\$45,228.42
Consolidated Cash	\$455,690.59
Payroll	\$2,703.70
Credit Card Clearing	\$5,690.45
Railroad Depot	\$3,186.59
	\$3,695,469.56

Monthly average yield for February 2019 was 0.250%

OTHER INVESTMENTS

DEBT FUND

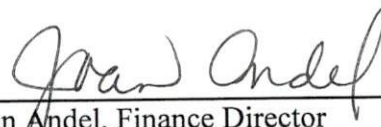
Texasgulf Credit Union	\$2,787.45
------------------------	------------

**TEXPOOL INVESTMENTS
SUMMARY OF ACCOUNTS
FOR THE MONTH ENDING FEBRUARY 2019**

ACCOUNT	BEGINNING BALANCE 02/01/19	INVESTMENTS	RETIREMENTS	INTEREST EARNED	ENDING BALANCE 02/28/19
General Fund	18,930.45	1,300,000.00	0.00	2,083.51	1,321,013.96
Hotel/Motel Fund	138,869.96			25.47	138,895.43
Municipal Court Technology	266.08			0.56	266.64
Seizure Fund	7,492.08			13.73	7,505.81
Municipal Court Building Security	7,705.65			14.20	7,719.85
Debt Service	601,905.33	700,000.00		1,475.73	1,303,381.06
Water & Sewer Fund	1,264.42			2.25	1,266.67
Solid Water Fund	475.49			0.84	476.33
EMS Fund	2,468.90	800,000.00		426.06	802,894.96
Civic Center Fund	457.45			0.84	458.29
Airport Fund	21,378.54			39.26	21,417.80
TOTAL TEXPOOL INVESTMENTS	\$801,214.35	\$2,800,000.00	\$0.00	\$4,082.45	\$3,605,296.80

The monthly average yield for February was 2.40%

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


 Joan Andel, Finance Director

CITY OF WHARTON

SELECTED FINANCIAL INFORMATION

March 2019

AD VOLAREM TAXES - CURRENT TAXES	Actual YTD FY 2017-2018	Actual YTD FY 2018-2019	% Change
Assessed Value	500,860,788	494,425,916	-1.28%
Exemptions	(19,050,227)	(19,236,871)	0.98%
Net Taxable Value Before Freeze	481,810,561	475,189,045	-1.37%
Less: Total Freeze Taxable	(68,520,257)	(70,180,787)	N/A
Freeze Adjusted Taxable	413,196,845	404,945,640	-2.00%
Tax Rate per \$100 Value	0.41008	0.41594	1.43%
Tax Levy Before Freeze Ceiling	1,694,438	1,684,331	-0.60%
Plus: Freeze Ceiling	247,433	248,485	N/A
Tax Levy	1,941,871	1,932,816	-0.47%
Estimated Delinquency	(58,256)	(57,984)	-0.47%
Estimated Tax Revenue	1,883,615	1,874,831	-0.47%
Actual Collections to Date-Current	1,698,858	1,748,457	2.92%
Variance Over (Under) from Estimated Collections	(184,757)	(126,375)	

ANALYSIS OF SALES TAX

	FY 2017-2018 Actual			FY 2018-2019 Actual			FY 2019	Comparisons			
							Net	2017-18 to 2018-19		2018-19 to Budget	
	City	WEDCO	Total	City	WEDCO	Total	Budget	\$ Dif	% Dif	\$ Dif	% Dif
October	119,159	59,580	178,739	124,154	62,077	186,231	124,123	4,995	4.19%	31	0.03%
November	109,420	54,710	164,130	109,703	54,851	164,554	114,481	283	0.26%	(4,778)	-4.17%
December	159,258	79,629	238,887	149,735	74,867	224,602	163,820	-9,523	-5.98%	(14,086)	-8.60%
January	104,350	52,175	156,525	117,116	58,558	175,674	109,462	12,766	12.23%	7,655	6.99%
February	108,853	54,427	163,280	0	0		113,920				
March	129,664	64,832	194,496	0	0		134,522				
April	102,656	51,328	153,984	0	0		107,784				
May	115,803	57,902	173,705	0	0		120,800				
June	124,645	62,323	186,968	0	0		129,554				
July	105,759	52,879	158,638	0	0		110,856				
August	124,199	62,100	186,299	0	0		129,112				
September	121,307	60,653	181,960	0	0		126,249				
Total	1,425,074	712,537	2,137,611	500,707	250,354	751,061	1,484,683	8,520	1.73%	(11,178)	-2.18%



Monthly Newsletter: March 2019

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in February 2019:

TexPool

Carroll Water Supply Corporation
Williamson County MUD 21
Denton County MHMR Center
Caldwell Hays ESD 1

TexPool Prime

Denton County MHMR Center

Upcoming Events

Mar 5, 2019 - Mar 6, 2019,
San Antonio
TASBO Annual Conference

TexPool Advisory Board Members

Jose Elizondo, Jr.	Vivian Wood
Belinda Weaver	Jerry Dale
Patrick Krishock	Sharon Matthews
Michele Tuttle	David Landeros

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

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Stopping the pendulum's swing

March 1, 2019

"Patience." Federal Reserve Chair Jerome Powell has been using this word lately as if trying to quiet kids in the back seat of a car who are repeatedly asking, "Are we there yet?"

But his mantra is really more about him than investors—an attempt to check the market volatility he largely created by vacillating in the fourth quarter of 2018. While inconsistency can spook investors, swinging like a pendulum from hawkish to dovish is actually worse because it suggests a reversal is coming. We think Powell wants to let time pass to calm the markets before making the next hike, which we still think will come later in 2019.

Our reasoning is that economic and political uncertainties likely will resolve positively. Don't let the fourth-quarter slowdown in GDP growth fool you. Consumer spending was still solid, and business investment accelerated. This year, housing is showing signs of improvement and the job market remains robust, so much so it has the potential to (finally) push up wages and become inflationary. With trade talks with China proceeding well, recession fears receding and Brexit soon to be behind us one way or another, upside surprises are possible, if not probable.

(continued page 6)

Performance as of February 28, 2019

	TexPool	TexPool Prime
Current Invested Balance	\$23,860,989,392.51	\$7,143,234,247.23
Weighted Average Maturity**	24	22
Weighted Average Life**	76	49
Net Asset Value	0.99995	1.00013
Total Number of Participants	2531	370
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$44,376,661.47	\$14,489,024.33
Management Fee Collected	\$790,558.85	\$331,032.20
Standard & Poor's Current Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	\$24,157,750,538.89	\$7,344,438,185.11
Average Monthly Rate*	2.40%	2.59%
Average Weighted Average Maturity**	26	25
Average Weighted Average Life**	74	52

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

**See page 2 for definitions.

Past performance is no guarantee of future results.

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • TexPool.com

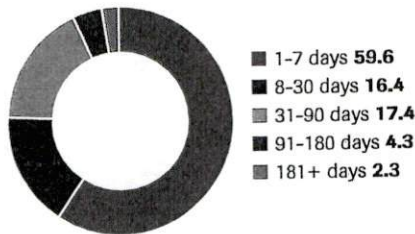
Managed and
Served by **Federated®**

G35884-24 (3/19)



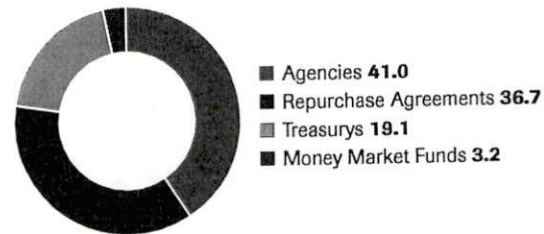
Portfolio by Maturity (%)

As of February 28, 2019



Portfolio by Type of Investment (%)

As of February 28, 2019



Portfolio Asset Summary as of February 28, 2019

	Book Value	Market Value
Uninvested Balance	-\$1,342,551.79	-\$1,342,551.79
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	22,017,617.53	22,017,617.53
Interest and Management Fees Payable	-44,376,636.76	-44,376,636.76
Payable for Investments Purchased	-780,120,455.54	-780,120,455.54
Accrued Expenses & Taxes	-28,250.87	-28,250.87
Repurchase Agreements	9,054,345,000.00	9,054,345,000.00
Mutual Fund Investments	788,218,000.00	788,218,000.00
Government Securities	10,101,277,892.91	10,100,382,997.18
U.S. Treasury Inflation Protected Securities	793,995,000.55	793,900,880.81
US Treasury Bills	2,788,542,111.06	2,788,406,004.65
US Treasury Notes	1,138,461,665.42	1,138,339,900.77
Total	\$23,860,989,392.51	\$23,859,742,505.98

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

Participant Summary

	Number of Participants	Balance
School District	591	\$8,686,440,752.46
Higher Education	58	\$1,104,830,522.60
Healthcare	84	\$1,050,257,853.78
Utility District	803	\$2,854,432,601.09
City	467	\$5,418,089,150.65
County	186	\$2,523,909,855.17
Other	342	\$2,223,734,739.37

**Definition of Weighted Average Maturity and Weighted Average Life

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

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



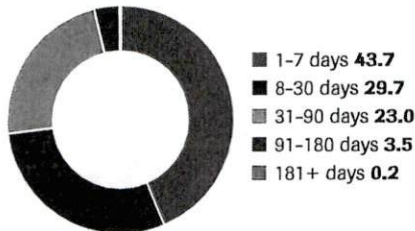
Daily Summary						
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
2/1	2.4062%	0.000065977	\$23,946,747,757.79	0.99996	24	70
2/2	2.4082%	0.000065977	\$23,948,747,757.79	0.99996	24	70
2/3	2.4082%	0.000065977	\$23,948,747,757.79	0.99996	24	70
2/4	2.3759%	0.000065094	\$23,740,916,332.48	0.99996	24	70
2/5	2.3849%	0.000065339	\$23,976,902,773.37	0.99996	27	72
2/6	2.3796%	0.000065195	\$24,135,161,623.70	0.99996	26	71
2/7	2.3801%	0.000065208	\$24,476,824,963.97	0.99996	26	69
2/8	2.3805%	0.000065220	\$24,770,779,096.70	0.99997	26	69
2/9	2.3805%	0.000065220	\$24,770,779,096.70	0.99997	26	69
2/10	2.3805%	0.000065220	\$24,770,779,096.70	0.99997	26	69
2/11	2.3939%	0.000065587	\$24,834,743,226.34	0.99996	27	72
2/12	2.3918%	0.000065529	\$24,751,418,356.52	0.99996	27	72
2/13	2.3904%	0.000065490	\$24,621,261,826.82	0.99996	28	72
2/14	2.3923%	0.000065542	\$24,172,991,401.27	0.99996	27	74
2/15	2.4076%	0.000065963	\$24,058,369,907.69	0.99996	28	76
2/16	2.4076%	0.000065963	\$24,058,369,907.69	0.99996	28	76
2/17	2.4076%	0.000065963	\$24,058,369,907.69	0.99996	28	76
2/18	2.4076%	0.000065963	\$24,058,369,907.69	0.99996	28	76
2/19	2.4053%	0.000065899	\$24,074,105,949.97	0.99997	25	73
2/20	2.3966%	0.000065659	\$24,105,886,178.38	0.99996	25	77
2/21	2.3955%	0.000065630	\$23,968,259,569.82	0.99996	25	77
2/22	2.3976%	0.000065689	\$23,801,470,945.64	0.99996	25	78
2/23	2.3976%	0.000065689	\$23,801,470,945.64	0.99996	25	78
2/24	2.3976%	0.000065689	\$23,801,470,945.64	0.99996	25	78
2/25	2.3938%	0.000065584	\$23,765,715,006.98	0.99996	23	76
2/26	2.3949%	0.000065614	\$24,097,702,404.21	0.99996	23	75
2/27	2.3972%	0.000065677	\$24,037,663,051.53	0.99996	23	76
2/28	2.4597%	0.000067390	\$23,860,989,392.51	0.99995	24	76
Average:	2.3972%	0.000065677	\$24,157,750,538.89	.99996	26	74



TexPool PRIME

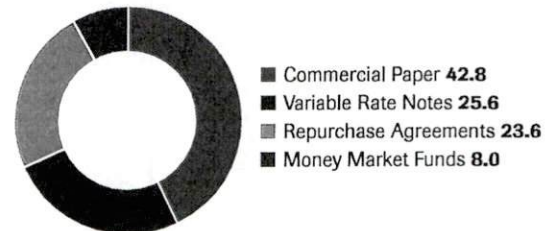
Portfolio by Maturity (%)

As of February 28, 2019



Portfolio by Type of Investment (%)

As of February 28, 2019



Portfolio Asset Summary as of February 28, 2019

	Book Value	Market Value
Uninvested Balance	-\$384.70	-\$384.70
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	4,300,235.83	4,300,235.83
Interest and Management Fees Payable	-14,489,025.87	-14,489,025.87
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-11,450.92	-11,450.92
Repurchase Agreements	1,690,655,000.00	1,690,655,000.00
Commercial Paper	3,060,979,108.32	3,061,262,919.73
Bank Instruments	0.00	0.00
Mutual Fund Investments	572,127,427.28	572,052,003.75
Government Securities	0.00	0.00
Variable Rate Notes	1,829,673,337.29	1,830,395,965.00
Total	\$7,143,234,247.23	\$7,144,165,262.82

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

Participant Summary

	Number of Participants	Balance
School District	119	\$3,075,054,709.52
Higher Education	17	\$793,381,465.42
Healthcare	16	\$421,637,196.44
Utility District	35	\$315,509,301.91
City	74	\$1,062,630,124.99
County	38	\$659,691,439.81
Other	71	\$815,318,966.52



TEXPOOL *PRIME*

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
2/1	2.6127%	0.000071582	\$6,948,943,429.70	1.00003	26	55
2/2	2.6127%	0.000071582	\$6,948,943,429.70	1.00003	26	55
2/3	2.6127%	0.000071582	\$6,948,943,429.70	1.00003	26	55
2/4	2.5834%	0.000070777	\$7,194,111,338.07	1.00009	25	54
2/5	2.5958%	0.000071118	\$7,322,271,199.81	1.00009	25	55
2/6	2.5693%	0.000070391	\$7,500,229,732.79	1.00009	25	54
2/7	2.5688%	0.000070379	\$7,615,228,038.83	1.00010	24	53
2/8	2.5711%	0.000070441	\$7,750,945,018.15	1.00003	26	54
2/9	2.5711%	0.000070441	\$7,750,945,018.15	1.00003	26	54
2/10	2.5711%	0.000070441	\$7,750,945,018.15	1.00003	26	54
2/11	2.5832%	0.000070772	\$7,730,892,323.49	1.00009	25	51
2/12	2.5793%	0.000070667	\$7,769,893,646.39	1.00009	25	52
2/13	2.5756%	0.000070565	\$7,760,914,872.39	1.00009	25	51
2/14	2.5857%	0.000070841	\$7,566,828,964.97	1.00011	25	52
2/15	2.5977%	0.000071169	\$7,412,901,861.12	1.00001	26	54
2/16	2.5977%	0.000071169	\$7,412,901,861.12	1.00001	26	54
2/17	2.5977%	0.000071169	\$7,412,901,861.12	1.00001	26	54
2/18	2.5977%	0.000071169	\$7,412,901,861.12	1.00001	26	54
2/19	2.5964%	0.000071133	\$7,244,786,303.37	1.00012	24	52
2/20	2.5904%	0.000070969	\$7,170,088,791.87	1.00012	24	51
2/21	2.5879%	0.000070900	\$7,127,387,335.27	1.00013	24	51
2/22	2.5905%	0.000070972	\$7,085,013,641.78	1.00006	24	52
2/23	2.5905%	0.000070972	\$7,085,013,641.78	1.00006	24	52
2/24	2.5905%	0.000070972	\$7,085,013,641.78	1.00006	24	52
2/25	2.5872%	0.000070882	\$7,152,474,287.01	1.00013	22	49
2/26	2.5842%	0.000070800	\$7,217,601,334.71	1.00013	21	48
2/27	2.6407%	0.000072348	\$7,122,013,053.55	1.00013	23	50
2/28	2.6412%	0.000072362	\$7,143,234,247.23	1.00013	22	49
Average:	2.5922%	0.000071020	\$7,344,438,185.11	1.00007	25	52



Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

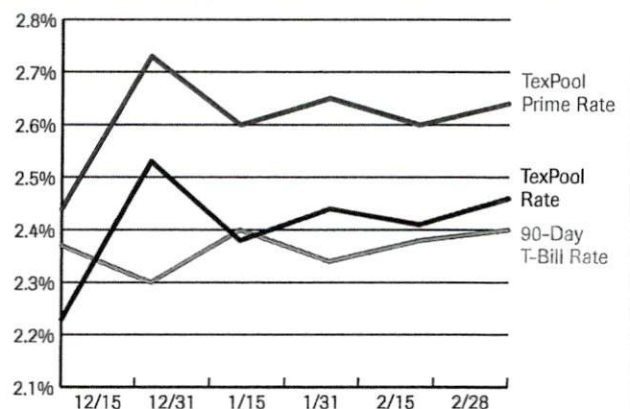
Not that we expect any surprises at the Federal Open Market Committee meeting this month. Powell already has mentioned that clarity on the future of the balance sheet runoff is forthcoming, so that will probably be announced. That's a central part of policymakers' desire to have the federal funds rate be the only policy tool the market considers. (It almost goes without saying that target range is not expected to move from 2.25% to 2.5% at this meeting.)

Cash, then, is in a good place. If volatility returns, liquidity products stand to again reap haven-seeking money. If the economy firms, a potential hike likely would improve return.

Our position is that the flat money market yield curve is bound to steepen. While the suspension of the debt ceiling ends this month, the Treasury Department has the means to operate until July and, if tax receipts are strong, these extraordinary measures could last until autumn, so no worries at this time.

Over the month of February, 1-, 3- and 6-month London interbank offered rates (Libor) slipped, ending at 2.49%, 2.63% and 2.69, respectively. The weighted average maturity (WAM) of TexPool in February was 26 days, slightly higher than that of TexPool Prime which was 25 days.

TexPool & TexPool Prime vs. 90-Day Treasury Bill



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

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

Past performance is no guarantee of future results.

Wharton County Tax Office

Run Date: 3/1/2019 2:40:08PM

Distribution Summary 2 Report

Page 6 of 23

Start Date from 02/01/2019 to 02/28/2019 and Tax Unit Numbers = {multiple}

CWH - CITY OF WHARTON

Current Levy M&O	60,160.26	Delinquent Levy M&O	5,364.69
Current Penalty M&O	533.36	Delinquent Penalty M&O	624.52
Current Interest M&O	89.03	Delinquent Interest M&O	939.34
Current Other M&O	0.00	Delinquent Other M&O	(0.69)
Cur Rendition Penalty M&O	136.81	Delq Rendition Penalty M&O	2.47
Cur Rendition Fraud M&O	0.00	Delq Rendition Fraud M&O	0.00
Total Current M&O	60,919.46	Total Delinquent M&O	6,930.33
Current Levy I&S	191,251.71	Delinquent Levy I&S	9,025.58
Current Penalty I&S	1,679.19	Delinquent Penalty I&S	1,047.55
Current Interest I&S	279.94	Delinquent Interest I&S	1,456.28
Current Other I&S	0.00	Delinquent Other I&S	(1.24)
Cur Rendition Penalty I&S	0.00	Delq Rendition Penalty I&S	0.00
Cur Rendition Fraud I&S	0.00	Delq Rendition Fraud I&S	0.00
Total Current I&S	193,210.84	Total Delinquent I&S	11,528.17

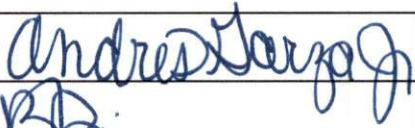
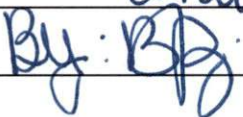
Current Levy	251,411.97	Delinquent Levy	14,390.27
Current Penalty	2,212.55	Delinquent Penalty	1,672.07
Current Interest	368.97	Delinquent Interest	2,395.62
Current Other	0.00	Delinquent Other	(1.93)
Cur Rendition Penalty	136.81	Delq Rendition Penalty	2.47
Cur Rendition Fraud	0.00	Delq Rendition Fraud	0.00
Total Current	254,130.30	Total Delinquent	18,458.50

Grand Total M&O	67,849.79
Grand Total I&S	204,739.01
Grand Total S1	0.00

Total Due to Jurisdiction	272,588.80
Total Due to Delq Tax Atty	4,113.57

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #6. Review & Consider: Ordinance: An ordinance authorizing the issuance of City of Wharton, Texas Tax Anticipation Notes, Series 2019.
<p>On January 14, 2019, Mr. James Gilley of U.S. Capital Advisors LLC met with the City Council regarding the issuance of the City of Wharton Tax Anticipation Notes, Series 2019 to be used to fund the acquisition of land or interest in land for the purpose of flood control and the costs of professional services incurred. The City Council voted to move forward and obtain bids for the Tax Anticipation Notes.</p> <p>The bids are to be received at 10:00 a.m. on March 25, 2019. Mr. James Gilley will present the results of the bids at the Finance Committee meeting on Monday, March 25, 2019 at 6:00 p.m.</p> <p>The Finance Committee will make a recommendation regarding the Tax Notes at the City Council meeting.</p> <p>A draft ordinance will be provided.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #7. Review & Consider: Request by F & W Storage Company LLC to Re-Plat 204 W. Third St., Victor, Block A, Lots 7,8,9.
<p>The Planning Commission is recommending approval for the request by F & W Storage Company LLC to Re-Plat 204 W. Third St., Victor, Block A, Lots 7,8,9 to construct a climate control storage building 100' x 40'.</p> <p>Attached is a memo from the Planning Commission and a copy of the draft Re-Plat.</p> <p>A representative from F & W Storage Company LLC will be available for questions.</p>	
City Manager: Andres Garza, Jr. <i>Andres Garza, Jr.</i>	Date: March 21, 2019
Approval: <i>By: BPZ</i>	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

DATE: March 18, 2019

FROM: Mike Wootton, Planning Commission Chairman

TO: Honorable Mayor and City Council

SUBJECT: Recommendation to City Council from the Regular Called Planning Commission Meeting held Monday, March 18, 2019.

The following items were discussed during the Monday, March 18, 2019 meeting:

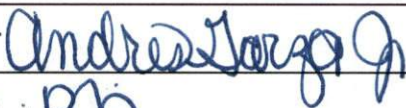
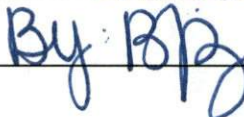
- (1) Request by F & W Storage Company LLC to Re-Plat 204 W. Third St., Victor, Block A, Lots 7,8,9 to construct a climate control storage building 100' x 40'.

The Planning Commission approved the replat and is referring this item to City Council for a final decision.

If you should have any questions, please contact me at 979-532-3704. Thank You.

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #8. Review & Consider: Request by the Wharton County Long Term Recovery Team for a variance to place a travel trailer at 115 Kaiser while home is being repaired and to replace the current FEMA Unit.
<p>The Wharton Long Term Recovery Team is requesting a variance for a travel trailer to be placed at 115 Kaiser for the resident to stay in while the home is being repaired and to replace the current FEMA Unit.</p> <p>Attached is the emailed request from the Wharton Long Term Recovery Team.</p> <p>Community Development Director Gwyneth Teves will be present to answer any questions.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	

Brandi

From: podom.wcrt@gmail.com
Sent: Tuesday, March 12, 2019 8:24 AM
To: Gwyneth Teves
Subject: Variance

Gwen, we are asking for a RV variance for the following client:

Janie Gusman

115 Kaiser Street

Wharton TX 77488

This will replace the FEMA RV she is living in now.

Thanks ... Pattie

Pattie Odom

Director of Administration

Wharton County Recovery Team

podom.wcrt@gmail.com

979.531.3170 office

318.422.7196 cell



WHARTON COUNTY
RECOVERY TEAM

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #9. Review & Consider: Request from Ms. Kaytee Cenko of the Wharton Downtown Business Association to host a Downtown Block Party.
<p>Attached you will find an email from Ms. Kaytee Cenko of the Wharton Downtown Business Association requesting to host a Downtown Block Party on Saturday, April 13, 2019 from 9:00 a.m. to 2:00 p.m. Ms. Cenko is also requesting the closure of Polk Street for Burleson Street to Caney Street. She is also requesting that people be permitted to be outside with alcohol.</p> <p>Ms. Cenko will be present to answer any questions.</p>	
City Manager: Andres Garza, Jr.	Date: March 21, 2019
Approval:	
Mayor: Tim Barker	

Brandi

From: Kaytee Cenko <kayteecenko@hotmail.com>
Sent: Wednesday, March 06, 2019 5:06 PM
To: Brandi Jimenez
Subject: Downtown Block Party

Hey Brandi,

On Saturday, April 13th from 9am-2pm, WDBA is wanting to have a Downtown Block Party on Polk Street from Burleson to Caney St. We are looking to have the street closed down for this free event.

We will have yoga in the morning from 9am-10am behind H243 Studio then we are planning to have 3 food trucks, one near Polk and Burleson and two near Polk and Caney. We will have live entertainment as well and set them out on the street between Provision's and Kapeesh. We will have tables and chairs set up on the street so people will have a place to eat and chit chat. We are hoping to have a brewery or winery come down and set up inside Provision's, we would like for people to be able to be outside with the alcohol as well. We will also have yard games for kids and adults to play with!

Thanks,

Kaytee Cenko

Sent from [Mail](#) for Windows 10

DOWNTOWN BLOCK PARTY

9am-2pm

POLK STREET

EVENTS

9AM-10AM

YOGA

11AM-2PM

LIVE MUSIC

9AM-2PM

STREET GAMES

FOOD

CRAWFISH & BEIGNETS @

PROVISIONS

bistro and market



Good Eats



*From the desk of:
Terry David Lynch
Chief of Police*

MEMORANDUM

Wharton Police Department

To: Andres Garza

Date: 03/19/2019

Ref: Wharton Downtown Block Party

The Wharton Downtown Business Association is hosting its 1st Annual Block Party on Saturday, April 13, 2019.

The event will begin at 0900 hrs. and conclude at 1400 hrs. Live music will be provided in the 100 blk of S. Polk. There will be activities (Washer Boards, Corn Hole Boards and much more) for all to play in 100 blk of S. Polk and 100 blk of N. Polk.

This event is a family-oriented event and will be free to all who attend. There will be three food vendors at the event. Two vendors will set up in the 100 blk of N. Polk, and one vendor will set up in the 100 blk of S. Polk. There will be tables set up in the roadway for those who attend to use by the food vendors.

The WDBA is requesting City Council for a variance to waive the ordinances to allow the consumption of alcohol during this event. However, there will be no alcoholic beverages sold at this event.

The Live performances will begin at 1030 hours and conclude at 1400 hrs.

Ms. Kaytee Cenko has met with Wharton Police Department for the event planning and provided all information needed. Ms. Cenko will be available to present and answer any council questions.

Incident Briefing	1. Incident Name <i>WDBA Plock Party</i>	2. Date Prepared <i>3/18/2019</i>	3. Time Prepared <i>1300</i>
4. Operational Period (Date and Time) <i>4/13/2019 0900 - 1400</i>			
5. Map Sketch			
6. Weather Forecast for This Operational Period <i>Temps ranging from the Mid 70's to High 80's No rain predictions as of this time</i>			
7. Current Organization <i>See Form 203 or Form 207</i>			

[illegible]

The Wharton Downtown Business Association is hosting it's 1st Annual Block Party on Saturday, April 13, 2019. The event will begin at 0900 hrs. and conclude at 1400 hrs. Live music will be provided in the 100 blk of S. Polk. There will be activities (Washer Boards, Corn Hole Boards and much more) for all to play in 100 blk of S. Polk and 100 blk of N. Polk. This event is a family oriented event and will be free to all who attend. There will be 3 food vendors at the event. 2 vendors will set up in the 100 blk of N. Polk, and 1 vendor will set up in the 100 blk of S. Polk. There will be tables set up in the roadway for those who attend to use by the food vendors. The WDBA is requesting City Council for a variance to waive the ordinances to allow the consumption of alcohol during this event. However, there will be no alcoholic beverages sold at this event. The Live performances will begin at 1030 hours and conclude at 1400 hrs.


[illegible]

ICS-201

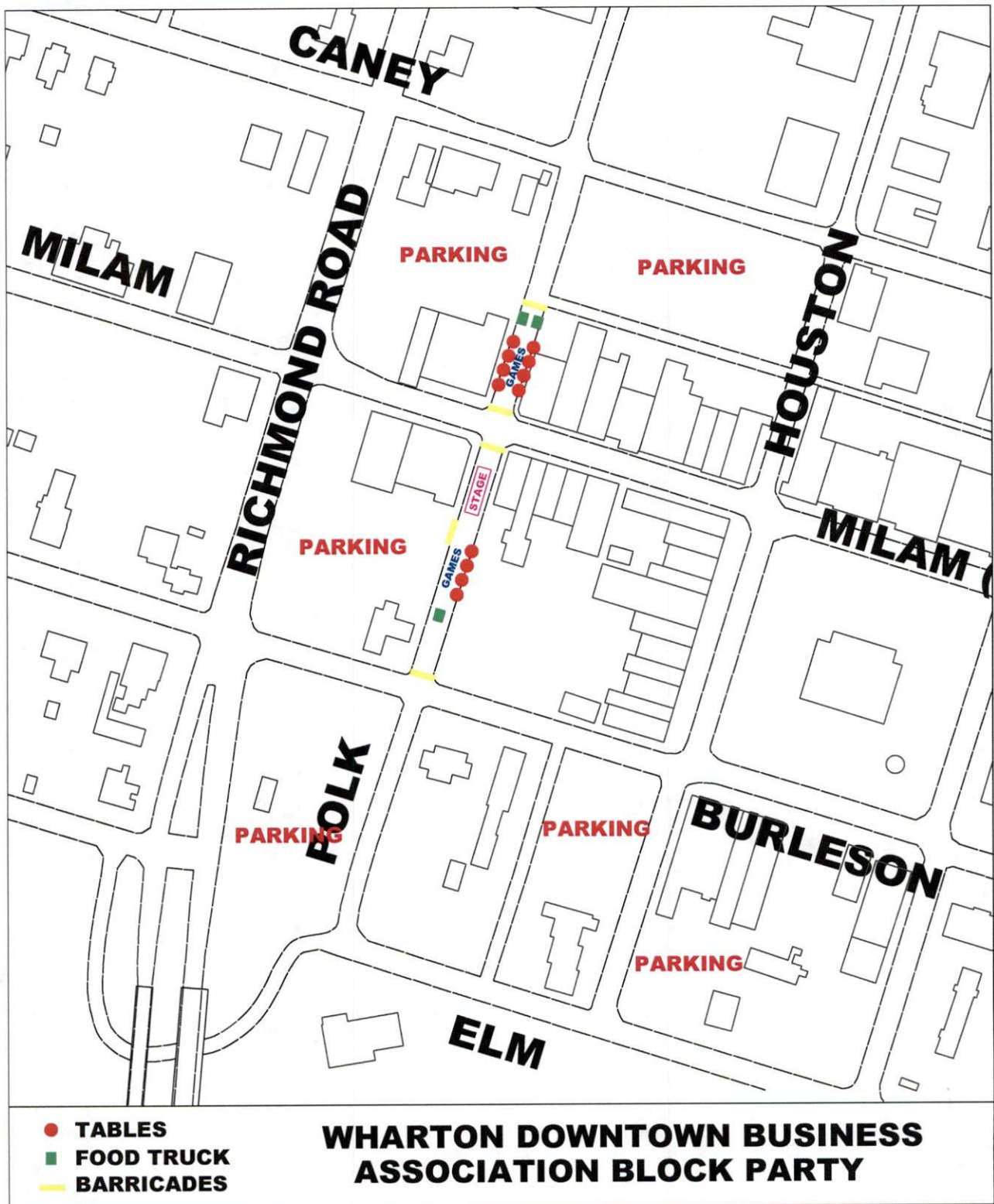
9. Prepared by (PSC)

Lt. Ben Guanajuato

Lt. Ben Guanajuato

10. Approved by (IC)
Good things
come from
Sysco 

Good things
come from
Sysco



Incident Objectives	1. Incident Name <i>WDBA Plock Party</i>	2. Date Prepared <i>3/18/2019</i>	3. Time Prepared <i>1300</i>
4. Operational Period (Date and Time) <i>4/13/2019 0900 - 1400</i>			
5. General Control Objectives for the Incident (include Alternatives)			
<i>1 Provide for the safety and welfare of those attending event.</i>			
<i>2 Provide security for property/vehicles in the area.</i>			
<i>3 Provide traffic control/management when necessary.</i>			
<i>4 Assist organizers/vendors/citizens with problems that may arise.</i>			
<i>5</i>			
<i>6</i>			
<i>7</i>			
<i>8</i>			
6. Weather Forecast for Operational Period			
<i>Mid 70's to High 80's No rain predictions as of this time.</i>			
7. General Safety Message			
<i>Officers will need to stay hydrated. Remain alert when dealing with the public. There are plans for alcohol to be consumed at this event by some of those attending. Be aware of traffic on area roadways. Beware of all possible hazards caused by vendors, band equipment, debris, etc. before, during and after the event.</i>			
8. Attachments (check if attached)			
<input checked="" type="checkbox"/> Organization List (ICS 203) <input checked="" type="checkbox"/> Medical Plan (ICS 206) <input type="checkbox"/> <u>Safety message</u>			
<input type="checkbox"/> Assignment List (ICS 204) <input checked="" type="checkbox"/> Incident Map <input type="checkbox"/> _____			
<input checked="" type="checkbox"/> Communications Plan (ICS 205) <input type="checkbox"/> Traffic Plan <input type="checkbox"/> _____			
ICS-202	9. Prepared by (PSC) <i>Lt. Ben Guanajuato</i>	10. Approved by (IC)	

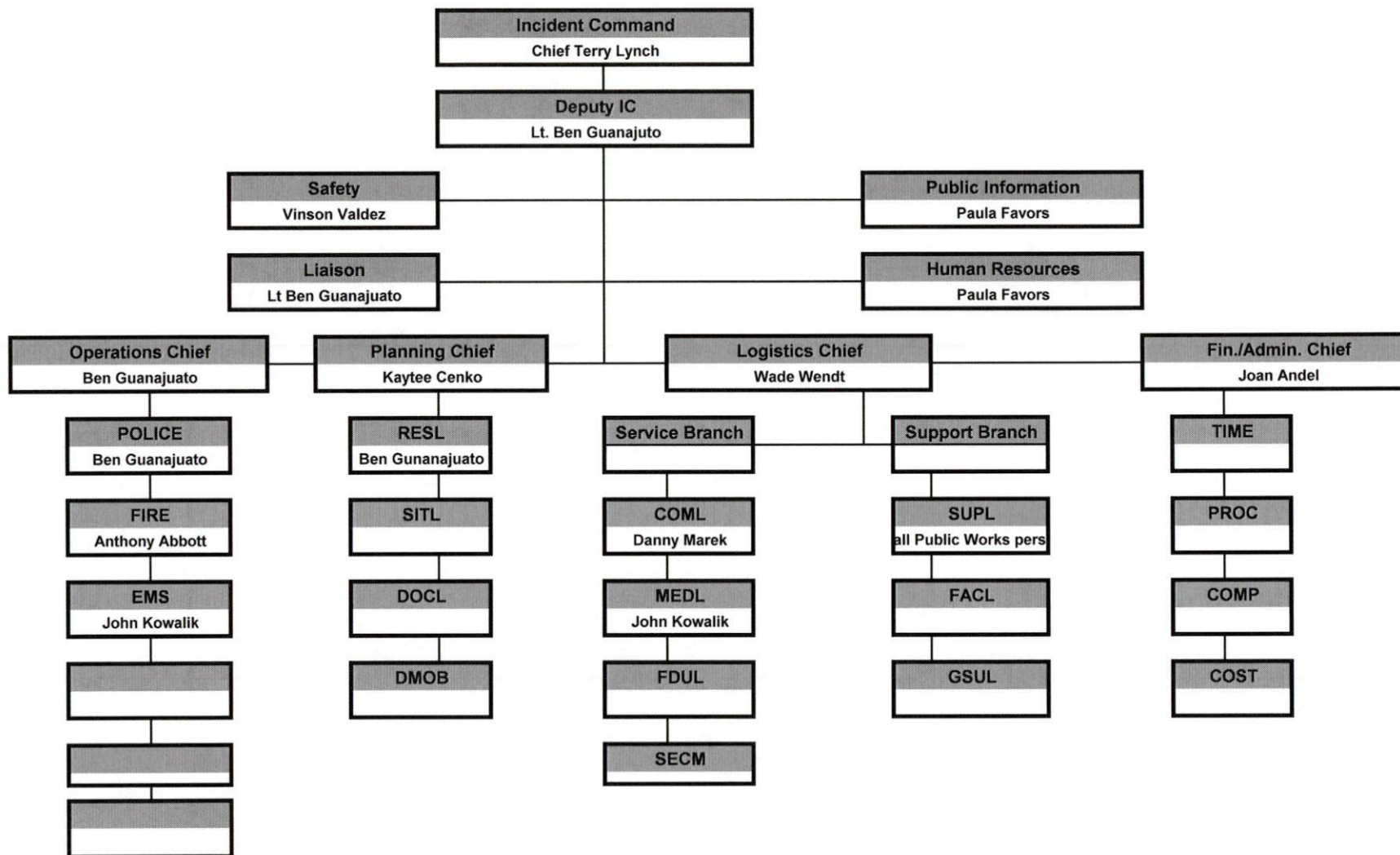
Incident Objectives	1. Incident Name <i>WDBA Plock Party</i>	2. Date Prepared <i>3/18/2019</i>	3. Time Prepared <i>1300</i>
4. Operational Period (Date and Time) <i>4/13/2019</i> <i>0900 - 1400</i>			
5. General Control Objectives for the Incident (include Alternatives)			
<p><u>TRAFFIC MANAGEMENT</u> -Traffic will be blocked off the morning of the event to secure the 100 block of South Polk and the 100 block of North Polk. Barricades will be used to block the roadway at the following intersections. West Burlison @ South Polk, West Milam @ South Polk, North Polk @ West Milam and North Polk @ the Alleyway south of Guffey Park. Barricades will also be used to block off the entrance to the parking lot in the 100 block of South Polk, behind Provisions.</p> <p><u>FOOD/ENTERTAINMENT</u> - Two performers (Trey Rose and Alex Coba) are scheduled to play Live music during the event. There will be a small stage set up in the middle of the roadway in the 100 block of South Polk. The first performer is scheduled to start at 1030 hours and the second performer is scheduled to conclude at 1400 hours. There will be three Food trucks, two will set up in the 100 block of North Polk and one will set up in the 100 block of South Polk. Several tables will be set up in the middle of the roadway by the food trucks for people to use. See attached map for locations.</p> <p><u>PUBLIC PARKING</u> - Guffey Park, the parking lot behind Provisions, the parking lot behind Simply Divine and Prosperity Bank parking lot will be used for public parking during the event.</p> <p><u>PUBLIC RESTROOMS</u> - Provisions will make their restrooms available for public use.</p> <p><u>LIGHT PLANTS</u> - will not be needed due to the event happening during daylight hours.</p> <p><u>EMS/MEDICAL</u> - Wharton EMS. Available upon request by WPD Dispatch.</p> <p><u>SECURITY</u> - As of March 19, 2019, there are no plans for paid security. However, On-duty Wharton Police Officers will provide close patrol for this event from 0900 hours to 1400 hrs. Due to short notice and not much advertisement for the event it is unknown how big crowds will be for this event.</p>			

ORGANIZATION ASSIGNMENT LIST				9. Operations Section		
1. Incident Name		WDBA Plock Party		Chief	Ben Guanajuato	
2. Date		3/18/2019	3. Time	1300	Deputy	Vinson Valdez
4. Operational Period		4/13/2019	0900 - 1400			
5. Incident Commander and Staff				a. Branch I - [PUBLIC SAFETY]		
Incident Commander		Chief Terry Lynch		Branch Director	Matt Hernandez	
Deputy		Lt. Ben Guanajuato		Deputy		
Safety Officer		Vinson Valdez		Donations		
Information Officer		Paula Favors		Division/Group	POLICE	
Liaison Officer		Lt Ben Guanajuato		Division/Group	FIRE	
6. Agency Representative				Division/Group	EMS	
Agency	Name		b. Branch II - [MEDICAL]			
Wharton Police	Ben Guanajuato		Branch Director	John Kowalik		
Wharton Fire	Fire Chief Anthony Abbott		Deputy	Christy Gonzales		
Wharton EMS	John Kowalik		Counseling			
			Division/Group			
			Division/Group			
			Division/Group			
			Division/Group			
			c. Branch III - [FIRE]			
			Branch Director	Anthony Abbott		
			Deputy	Hector Hernandez		
			Division/Group			
7. Planning Section				Division/Group		
Chief	Kaytee Cenko		Division/Group			
Deputy	Haley Hobbs		Division/Group			
Resource Unit	Ben Guanajuato		Division/Group			
Situation Unit			d. Air Operations Branch			
Documentation Unit			Air Operations Branch Director	PHI /Memorial Hermann Life Flight		
Demobilization Unit			Air Support Supervisor			
Human Resources			Air Attack Supervisor			
Technical Specialists	(name / specialty)		Helicopter Coordinator			
			Air Tanker Coordinator			
			10. Finance Section			
			Chief	Joan Andel		
			Deputy	Theresa Wittig		
			Time Unit			
8. Logistics Section				Procurement Unit		
Chief	Amy Owens		Comp/Claims Unit			
Deputy	Oscar Del Bosque		Cost Unit			
Service Branch Dir.						
Support Branch Dir.						
Supply Unit	On Call Public Works personnel					
Facilities Unit			Prepared by (Resource Unit Leader) Lt. Ben Guanajuato			
Ground Support Unit						
Communications Unit	Danny Marek					
Medical Unit	John Kowalik					
Security Unit						
Food Unit						

ICS-204

Medical Plan	Incident Name <i>WDBA Plock Party</i>	Date Prepared <i>3/18/2019</i>	Time Prepared <i>1300</i>	Operational Period <i>4/13/19 0900 - 1400</i>				
5. Incident Medical Aid Stations								
Medical Aid Stations	Location			Paramedics				
				Yes	No			
<i>on site</i>	<i>First Aid Only</i>				<i>X</i>			
<i>City of Wharton EMS</i>	<i>EMS Station 2010 Newton Wharton, TX</i>			<i>X</i>				
6. Transportation								
A. Ambulance Services								
Name	Address		Phone	Paramedics				
				Yes	No			
<i>Wharton EMS</i>	DISPATCH TO:		<i>911</i>	<i>X</i>				
	<i>100 Block Norht & South Polk</i>							
<i>LifeFlight</i>	<i>Site to be determined</i>			<i>X</i>				
B. Incident Ambulances								
Name	Location			Paramedics				
				Yes	No			
<i>n/a</i>	<i>n/a</i>							
7. Hospitals								
Name	Address	Travel Time		Phone	Helipad		Burn Center	
		Air	Grnd		Yes	No	Yes	No
<i>Oak Bend</i>	<i>10141 US Hwy 59, Wharton, Texas 77488</i>		<i>20</i>	<i>543-6251</i>	<i>X</i>			<i>X</i>
8. Medical Emergency Procedures								
First aid only on-site; Contact Wharton EMS for medical emergencies., Air evac/ LifeFlight calls -- TBD by Wharton EMS								
ICS-206 NFES 1331	Prepared by (Medical Unit Leader) <i>John Kowalik</i>			Reviewed by (Safety Officer)				

Incident Name		WDBA Plock Party	
Date	3/18/2019	Time	1300
Operational Period		4/13/2019	0900 - 1400



Agency Representatives	
Name	Agency
	Wharton PD
	Wharton VFD
	Wharton EMS
	Wharton Co SO

Technical Specialists	
Name	Specialty

2019 Wharton Downtown Business Association Block Party
TRAFFIC CONTROL

Barrels

South Polk @ the Alley south of Guffey Park

South Polk @ West Milam

North Polk @ West Milam




North Polk @ Burleson

North Polk @ the drive to the parking lot south of Provisions.

Need a total of 20 Barrels

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #10. Review & Consider: Resolution: A resolution of the Wharton City Council authorizing the submission of an application to the Texas Ambulance Supplement Provider Program and authorizing the Mayor of the City of Wharton to execute all documents related to said submission.						
<p>Attached you will find a memo to me from EMS Director John Kowalik regarding the submission of an application to the Texas Ambulance Supplement Provider Program for the possibility of reimbursement for Medicaid patients.</p> <p>Mr. Kowalik will be present to answer any questions.</p>							
<table border="1"><tr><td data-bbox="228 1761 1096 1832">City Manager: Andres Garza, Jr. </td><td data-bbox="1096 1761 1484 1832">Date: March 21, 2019</td></tr><tr><td data-bbox="228 1832 1096 1902">Approval:</td><td data-bbox="1096 1832 1484 1902"></td></tr><tr><td data-bbox="228 1902 1096 1962">Mayor: Tim Barker</td><td data-bbox="1096 1902 1484 1962"></td></tr></table>		City Manager: Andres Garza, Jr. 	Date: March 21, 2019	Approval:		Mayor: Tim Barker	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019						
Approval:							
Mayor: Tim Barker							

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

INTERDEPARTMENTAL MEMO

DATE: MARCH 19, 2018
TO: ANDRES GARZA
FROM: JOHN KOWALIK
RE: TXASPP

Mr. Garza,

It has come to our attention that we can possibly receive some extra reimbursement for our Medicaid patients through the Texas Ambulance Supplement Provider Program. I would like this item to be placed on the agenda on March 25th for City Councils approval of submitting the application to the TXASPP. If you have any questions please let me know.

Thank you,



John Kowalik, Director WEMS

March 25, 2019

Rene Cantu
Texas Health and Human Services Commission
HHSC Rate Analysis
Mail Code H-400
4900 North Lamar
Austin, TX 78751

RE: Contributions of the non-federal share of supplemental payments to ambulance providers

Dear Mr. Cantu:

I am the City Manager of the City of Wharton, and as such, I am personally knowledgeable of the facts in this letter, and I am authorized by the City of Wharton to affirm these facts on behalf of Wharton EMS that is the provider of ambulance services.

Wharton EMS is a department within the governmental structure of the City of Wharton organized under the laws of the State of Texas. The City is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds.

The City of Wharton has voluntarily agreed to certify public expenditures for use as the non-federal share of Medicaid payments for this program to the provider identified in this letter. ***The City of Wharton is not required by the State of Texas to make this certification of public expenditures.***

The City of Wharton will provide the certification of the non-federal share of their payments annually through the submission of the approved cost report for the Emergency Medical Services/ambulance services program (described on page 1b of Attachment 4.19 B of the Texas Medicaid State Plan). The City of Wharton will continue to provide the funding described in this letter indefinitely, pending the continued annual appropriation of Wharton County Emergency Services District #3 funding to the Wharton EMS, in support of this program. The City of Wharton will notify you annually, through the annual cost report, of the amount of local governmental expenditures associated with this program.

Please feel free to contact me at agarza@cityofwharton.com or 979-532-2491 should you have any questions regarding this matter.

Sincerely,

Andres Garza, Jr.
City Manager
City of Wharton

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE TEXAS AMBULANCE SUPPLEMENT PROVIDER PROGRAM AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID SUBMISSION.

WHEREAS, The City of Wharton wishes to submit a grant application to the Texas Ambulance Supplement Provider Program for reimbursement for Medicaid patients; and,

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

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 the submission of a grant application to the Texas Ambulance Supplement Provider Program for reimbursement for Medicaid patients.

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

Passed, Approved, and Adopted this 25th day of March 2019.

CITY OF WHARTON, TEXAS

By: _____

TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #11. Review & Consider: Resolution: A resolution of the Wharton City Council authorizing the purchase of a vehicle for the Fire Department from Caldwell Country through Buyboard Cooperative Purchasing Program.
<p>Attached you will find a resolution authorizing the Fire Department to purchase a vehicle from Caldwell Country through Buyboard Cooperative Purchasing Program.</p> <p>Attached is a copy of the estimate.</p> <p>Chief Abbott will be present to address any questions.</p>	
City Manager: Andres Garza, Jr.	Date: March 21, 2019
Approval:	
Mayor: Tim Barker	

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: WHARTON COUNTY FIRE	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF ABBOTT	CALDWELL COUNTRY
Email: AABOTT@WHARTONFIRE.COM	Prepared By: Averyt Knapp
Phone #: 979-559-7259	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: WHARTON, TX	Fax #: 979-567-0853
Date Prepared: MARCH 6, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 2500HD SILVERADO 4X4 CREW CAB LWB CK20943	

A Base Price & Options:

\$51,165

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X4-CREW CAB, 10,000#GVWR, CUSTOM TRAIL BOX, 6.6L- DURAMAX DIESEL, 6- SPD ALLISON 1000 HD- AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, 18" BLACK ALUMINUM WHEELS, LT275/65R18E ALL TRACTION ALL TERRAIN TIRES, 220 AMP ALTERNATOR, 40- 20-40 CLOTH SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, ENGINE BLOCK HEATER, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY W/REMOTE START, AUTO DIM MIRROR, DEEP TINT GLASS, SPRAY ON BEDLINER, SKID PLATE SHIELD PACKAGE, 8' BED, BLACK FRONT BUMPER AND BLACK REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE, OEM INTEGRATED TRAILER BRAKE CONTROLLER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$51,165
Quantity Ordered					1
Subtotal E					\$51,165
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: RED HOT					
H. Total Purchase Price (E+F)					\$51,565
Estimated Delivery Date:					Q3-Q4 2019

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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE PURCHASE OF A VEHICLE FOR THE FIRE DEPARTMENT FROM CALDWELL COUNTRY THROUGH BUYBOARD COOPERATIVE PURCHASING PROGRAM.

WHEREAS, The Fire Department wishes the City Council to approve the purchase of a vehicle from Caldwell Country through Buyboard Cooperative Purchasing Program; and,

WHEREAS, The City of Wharton is a member of and participates in the Buyboard Cooperative Purchasing Program; and,

WHEREAS, The Wharton City Council wishes to authorize the City Staff to purchase a vehicle for the Fire Department from Caldwell Country through Buyboard Cooperative Purchasing Program; and,

WHEREAS, The Wharton City Council wishes to authorize the City Manager to execute all documents related to the purchase of the vehicle.

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

SECTION I. The Wharton City Council hereby authorizes the purchase of a vehicle from Caldwell Country through Buyboard Cooperative Purchasing Program.

SECTION II. The Wharton City Council hereby authorizes the City Manager to execute all documents related to the purchase of the vehicle.

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

PASSED AND APPROVED this 25th day of March 2019.

CITY OF WHARTON


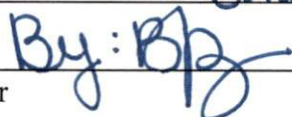

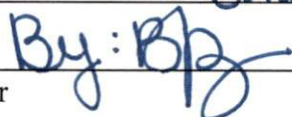

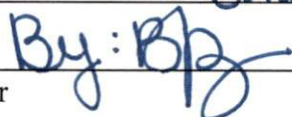
TIM BARKER
Mayor

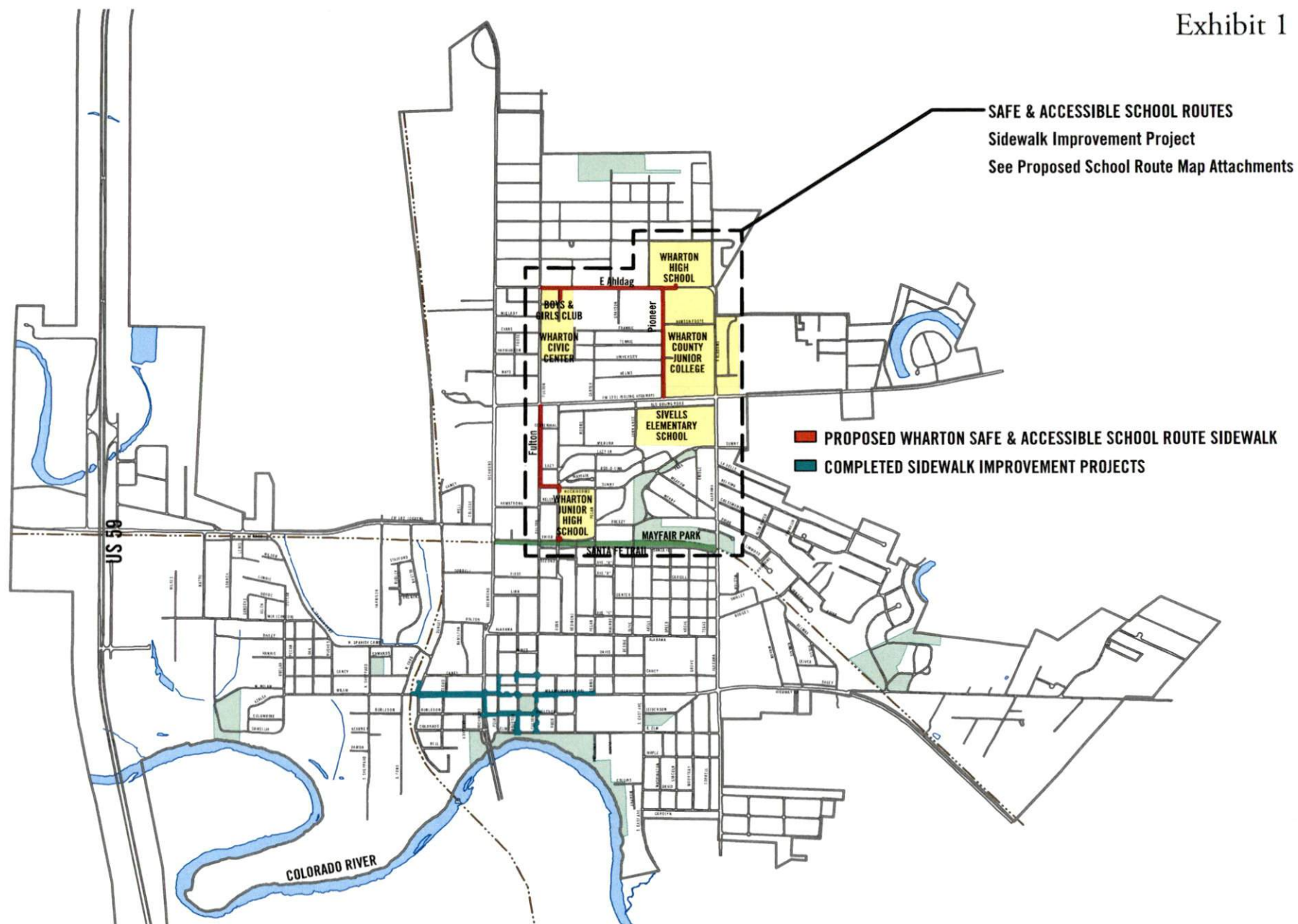
ATTEST:

PAULA FAVORS
City Secretary

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #12. Review & Consider: Resolution: A resolution of the Wharton City Council authorizing the submission of a grant application for the Texas Department Of Transportation 2019 Transportation Alternatives (TA) And Safe Routes To School (SRTS) Call for Projects, certifying funding and support for The City Of Wharton Sidewalk Project and authorizing the Mayor of the City of Wharton to execute all documents relating to said application.						
<p>On February 8, 2019, the Texas Department of Transportation (TxDOT) announced a statewide Call for Projects for two non-motorized infrastructure funding sources: The Transportation Alternatives Set-Aside (TA) program (including available and anticipated future funds) and available Safe Routes to School (SRTS) infrastructure funding.</p> <p>Attached is the draft resolution.</p> <p>Community Development Director Gwyneth Teves will be available for questions.</p>							
<table border="1"><tr><td data-bbox="224 1738 1096 1806">City Manager: Andres Garza, Jr. </td><td data-bbox="1096 1738 1490 1806">Date: March 21, 2019</td></tr><tr><td data-bbox="224 1806 1096 1879">Approval: </td><td data-bbox="1096 1806 1490 1879"></td></tr><tr><td data-bbox="224 1879 1096 1936">Mayor: Tim Barker</td><td data-bbox="1096 1879 1490 1936"></td></tr></table>		City Manager: Andres Garza, Jr. 	Date: March 21, 2019	Approval: 		Mayor: Tim Barker	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019						
Approval: 							
Mayor: Tim Barker							



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

A RESOLUTION OF THE WHARTON CITY COUNCIL AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE TEXAS DEPARTMENT OF TRANSPORTATION 2019 TRANSPORTATION ALTERNATIVES (TA) AND SAFE ROUTES TO SCHOOL (SRTS) CALL FOR PROJECTS, CERTIFYING FUNDING AND SUPPORT FOR THE CITY OF WHARTON SIDEWALK PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION.

WHEREAS, The Texas Department of Transportation administers the federally funded Transportation Alternatives (TA) and Safe Routes to School (SRTS) Program which provides opportunities for non-traditional transportation related activities; and,

WHEREAS, Projects submitted under this program should go above and beyond standard transportation activities and be integrated into the surrounding environment in a sensitive and creative manner that contributes to the livelihood of the communities, promotes the quality of the environment, provides safe routes to school, and enhances the aesthetics of roadways; and,

WHEREAS, The Texas Department of Transportation has announced the 2019 Program Call for candidate enhancement projects for the Transportation Alternatives (TA) and Safe Routes to School (SRTS); and,

WHEREAS, The Wharton City Council wishes to submit an application to the Texas Department of Transportation for sidewalk additions that would include the creation of safe routes to school and ADA compliant pedestrian accessibility in Wharton in accordance with the State of Texas regulations; and,

WHEREAS, The Wharton City Council wishes to agree to provide the required local match, including being responsible for all non-federally fundable items and 100% of cost over runs; and,

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

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

Section I. The above listed project, if selected for the Transportation Alternatives (TA) and Safe Routes to School (SRTS) Program funding by the Texas Department of Transportation, will be placed in the appropriate Transportation Improvement Program for the City of Wharton.

- Section II.** The City of Wharton, Texas, fully supports and authorizes the submission of an application for funding through the Texas Department of Transportation's Transportation Alternatives (TA) and Safe Routes to School (SRTS) Call for Projects with the specific goal of sidewalk construction that would include the creation of safe routes to school and ADA compliant pedestrian accessibility for ADA compliance in Wharton in accordance with the State of Texas regulations.
- Section III.** The City of Wharton feels strongly that the proposed project demonstrates the City of Wharton's desire to provide safe, ADA compliant pedestrian routes in Wharton.
- Section IV.** The City of Wharton supports funding this project as described in the 2019 Transportation Alternatives (TA) and Safe Routes to School (SRTS) Call for Projects and is willing to commit to the project's development, implementation, construction, maintenance, management and financing. The City of Wharton is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.
- Section V.** The Mayor of the City of Wharton is hereby authorized to execute all documents related to said application.
- Section VI.** That this resolution shall become effective immediately upon its passage.

Passed, Approved and Adopted this the 25th day of March 2019.

CITY OF WHARTON, TEXAS

By: _____

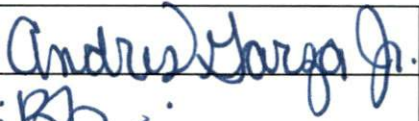
TIM BARKER
MAYOR

ATTEST:

PAULA FAVORS
CITY SECRETARY

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #13. Review & Consider: Resolution: A resolution of the Wharton City Council approving a 380 Development Agreement with Tractor Supply Company and authorizing the Mayor of the City of Wharton to execute all documents related to said agreement.
<p>Attached you will find a 380 Development Agreement between the City of Wharton and Tractor Supply Company.</p> <p>Also attached is a copy of the draft resolution.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	

**380 DEVELOPMENT AGREEMENT
(City of Wharton, Wharton County)**

STATE OF TEXAS	§
	§
COUNTY OF WHARTON	§

Pursuant to Chapter 380 of the Texas Local Government Code this Development Agreement ("Agreement") is made and entered into by and between Tractor Supply Company (the "Company"), the City of Wharton (the "City") and the Wharton Economic Development Corporation ("WEDCO").

RECITALS:

WHEREAS, the City has established a program in accordance with Article 3, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City, and; and

WHEREAS, pursuant to the Texas Local Government Code, Development Corporation Act, Chapter 501 ("Act"), the City has created the WEDCO to implement programs for promoting local economic development; and

WHEREAS, WEDCO's mission is to promote, encourage, and enhance the creation of jobs, the expansion of the local tax base, and the quality of life for Wharton residents through projects that assist in the retention and expansion of existing employers, and which attract new employers and aid in local economic development and growth; and

WHEREAS, the Company will be opening a retail store in the City, consisting of a minimum of nineteen thousand and ninety-seven (19,097) square feet of retail space to be located at 115 E. Boling Hwy., Wharton, Texas, and creating five (5) full-time jobs and five (5) part-time jobs (the "Project"); and

WHEREAS, WEDCO and City have determined that encouraging the Company to proceed with the Project will promote new and expanded business development and the creation of jobs within the City and which is declared and expressly found to be in the public interest; and

WHEREAS, The City has determined, according to a Resolution adopted by the City, that entering into this Agreement constitutes a permissible "Program" within the terms of the Code and will promote new and expanded business development within the City and which is declared and expressly found to be in the public interest.

WHEREAS, the parties now desire to enter into an agreement to provide the terms and conditions under which the City will provide benefits to encourage the Company to proceed with construction of the commercial improvements; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, as defined hereinafter.

Article One
Definitions and Incorporation of Recitals

1.1 Definitions. Capitalized terms used herein, including the recitals hereto, shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

Annual Grant Payment Calculation shall mean the annual calculation of one-half percent (0.5%) of the one percent (1%) sales and use tax imposed by the City and the one-quarter percent (0.25%) sales and use tax imposed by WEDCO on the sale of Taxable Items Consummated in the City by the Company at the Project.

Chapter 380 shall mean Chapter 380, Texas Local Government Code, which authorizes the City to establish programs for making economic development grants.

Code shall mean the Code of Municipal Ordinances of Wharton, Texas.

Consummated shall have the meaning assigned by the Texas Tax Code Section 321.203.

City shall mean the City of Wharton, Texas, a Texas municipality located in Wharton County, Texas.

Company shall mean Tractor Supply Company, a Delaware corporation and its successors and assigns.

Commencement Date shall mean July 1, 2019.

Fiscal Year shall mean October 1st of any given calendar year through September 30th of any given following calendar year.

Grant Payments shall mean the sales tax grant payments described in Article 4 of this Agreement.

Maximum Total Grant Amount/Time Period shall mean the Grant Payments to be paid by City and WEDCO to Company in an amount not to exceed one hundred fifty thousand and no/100 dollars (\$150,000.00) or 5 years, whichever comes first.

Party or Parties shall mean all or any of the City, WEDCO, and the Company, as applicable.

Project or Improvements shall mean the retail store consisting of approximately nineteen thousand and ninety-seven (19,097) s.f. and located at 115 E Boling Hwy., Wharton, Texas and as further described on **EXHIBIT A**, attached hereto and made a part hereof.

Sales and Use Tax shall mean the one-half percent (0.5%) of the one percent (1.0%) sales and use tax imposed by the City and the one-quarter percent (0.25%) sales and use tax imposed by WEDCO on the sale of Taxable Items Consummated in the City by the Company at the Project.

Sales Tax Payment Period or Payment Period shall mean an annual payment of the City's Fiscal Year, except that the first Sales Tax Payment Period shall be from the Effective Date through and including the last date of the final quarter of the City's Fiscal Year following the Effective Date.

Taxable Items shall mean both "taxable items" and "taxable services," defined by Chapter 151, Texas Tax Code, as amended.

1.2 Recitals incorporated. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct and are incorporated into and made a part hereof as though they were fully set forth in this article.

Article Two Commencement of the Project

2.1 It is a condition for the Company to receive any Grant Payments under this Agreement that the Project must be completed and operating no later than the Commencement Date. Failure to open the Project for retail sales by the Commencement Date shall make this Agreement void and nonbinding of the Parties.

2.2 Company shall receive Grant Payments under the terms and conditions of this Agreement to induce the Company to create and staff full-time jobs at the Project facility.

2.3 Company will apply for and use its good faith commercially reasonable efforts to obtain any and all necessary permits, licenses, variances, and approvals that are necessary to construct the Improvements. Company agrees to satisfy all city and applicable state permitting requirements.

2.4 Indemnity and Insurance.

A. COMPANY SHALL INDEMNIFY, DEFEND AND HOLD CITY (INCLUDING CITY'S AGENTS, SERVANTS, EMPLOYEES, OFFICERS AND DIRECTORS) HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES LIABILITIES, FINES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ACTUAL AND REASONABLE ATTORNEYS' FEES, REASONABLE INVESTIGATIVE COSTS, COURT COSTS, ALL OTHER DEFENSE COSTS AND INTEREST, AND ALL OTHER SUMS WHICH CITY MAY PAY OR BECOME OBLIGATED TO PAY ON ACCOUNT OF ANY CLAIM OR ASSERTION OF LIABILITY ARISING OR

ALLEGED TO HAVE ARISEN OUT OF ANY ACT OR OMISSION OF COMPANY (INCLUDING COMPANY'S AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AND SUBCONTRACTORS) IN CONNECTION WITH PERFORMANCE OF ANY OF THE IMPROVEMENTS, UNLESS SUCH CLAIM OR LIABILITY ARISES OUT OF ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF CITY OR ITS AGENTS, SERVANTS, EMPLOYEES, INVITEES, OR CONTRACTORS. COMPANY SHALL REQUIRE ALL OF ITS CONTRACTORS (AND REQUIRE THE CONTRACTORS TO REQUIRE THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY OF THE CITY.

B. If the City or Company receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) business days of receipt. The notice must include: (1) a description of the indemnification event in reasonable detail; and (2) the basis on which indemnification may be due; and (3) the anticipated amount of the indemnified loss. This notice does not prevent the City from later asserting a different basis for indemnification or a different amount or indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, the City does not waive any right to indemnification except to the extent that Company is prejudiced, suffers loss, or incurs expense because of the delay. If Company does not provide this notice within the ten (10) day period, Company shall have no liability for the delay except to the extent that City is prejudiced, suffers loss, or incurs expenses because of the delay.

Article Three Term

3.1 The term of this Agreement will commence upon the Commencement Date and automatically expire upon the earlier of:

- (i) the fifth anniversary of the Commencement Date, or
- (ii) upon Company receiving Grant Payments totaling the Maximum Grant Amount, or
- (iii) the applicable time period for termination following Company's uncured default.

Article Four Grant Payments

4.1 During the Term of this Agreement, the City will make annual Grant Payments to the Company in the amount of one-half percent (0.5%) and WEDCO will make annual Grant Payments to the Company in the amount of one-quarter percent (0.25%) for a total of three-quarters percent (0.75%) of the Site-Specific Sales Tax Revenue generated by the Company's Project. City and WEDCO will continue to make Grant Payments until the Company receives the Maximum Total Grant Amount or the expiration of this Agreement, whichever occurs first.

4.2 Upon the Company commencing normal business operations at the Project, Company agrees to create and staff at least five (5) full-time jobs and five (5) part-time jobs. During the term of this Agreement, Company agrees to maintain a monthly average of no less than five (5) full-time employees and five (5) part-time employees ("Employment Requirement"). Company acknowledges and agrees its eligibility to receive the Grant Payments is conditioned upon it achieving the Employment Requirement. Accordingly, Company will forfeit the Grant Payments for each and any Payment Period that Company fails to satisfy the Employment Requirement. Failure to satisfy the Employment Requirement, however, is not considered an event of default for purposes of Article 8 of this Agreement.

4.3 WEDCO and Company acknowledge and agree that the one-quarter percent (0.25%) Program Payment to be received by Company includes a portion of sales taxes that would have otherwise flowed from the City to WEDCO, as derived from the Facility.

4.4 Company agrees that any and all Grant Payments to the Company under this Agreement is subject to the City's and WEDCO's actual collection of Site-Specific Sales Tax Revenues from the State during the Term of this Agreement. In the event these sales tax receipts are insufficient during the Term of this Agreement to fully pay the Program Payment, or any other payment owed to Company pursuant to this Agreement, it is mutually agreed by the Parties hereto that the City and WEDCO shall not be obligated to pay Grant Payments from any other source of funds, or be required to pay any such deficit to the Company from other municipal funds or debt. Company acknowledges and agrees that neither the City nor WEDCO shall issue any bonds or notes to satisfy any or all of the Grant Payments by City to Company pursuant to this Agreement.

Article Five Submission of Data

5.1 Within 30 days from the end of each fiscal year (Oct. 1 – Sept. 30), the Company shall submit to the City a schedule detailing the Site-Specific Sales Tax Revenues for that year at the Project ("Schedule"). As backup for the Schedule, the Company shall submit to the City, the following:

- (a) a copy of all sales tax reports, including amended reports, filed by the Company for that year showing sales tax collected;
- (b) a copy of all direct payment and self-assessment returns, including amended returns, filed by the Company for that year showing sales/use tax paid;
- (c) information concerning any refund received by the Company of sales tax paid by the Company for sales tax collected.
- (d) documentation verifying Company's employment at the Project for the Payment Period.

Article Six Grant Payment

The annual Grant Payment will be issued within 60 calendar days of City's receipt of Company's Employment Requirement documentation and the sales tax revenues from the State of Texas for the fiscal year covered by a Schedule submitted by the Company to City as provided in Section 5, the City will pay the Grant Payment to the Company, or otherwise deposit or pay it as directed in writing by the Company.

Article Seven Computation of the Grant Payment

The Grant Payment for the year shall be the sum of one-half percent (0.5%) collected by City and one-quarter percent (0.25%) collected by WEDCO for a total of three-quarters percent (0.75%) of the taxable sales at the Project. This payment is computed based on Site-Specific Sales Tax Revenues. It is the intent of the parties that the Grant Payments represent a grant based on the sharing of tax benefits, which inure to the City as a result of Company's location in the City. If during the term of this Agreement, state law applicable to municipal taxation changes, and, as a result, the Grant Payment amount differs materially from the amount which would have been calculated if state law remained the same as in effect on the date of this Agreement, then the parties shall endeavor to adjust the Grant Payment computation so as to achieve the same proportionate economic benefits to both parties as would have resulted if the law had not changed.

Article Eight Default

8.1 If Company is in default, then after City's written notice to Company and thirty (30) days to cure, in the performance of this Agreement or any phase of the Project, the City may by written notice either terminate this Agreement on behalf of the City and WEDCO or allow Company additional time to cure the default as provided below in section 8.3. The City's right to terminate this Agreement for Company's default is cumulative of all rights and remedies which exist now or in the future.

8.2 Company will be deemed to be in default in the event of any one or more of the following:

- a) Company fails to perform any of its material duties under this Agreement;
- b) Company becomes insolvent;
- c) Company permanently closes the Project store;
- d) All or a substantial part of Company's assets are assigned for the benefit of its creditors;
- or
- e) A receiver or trustee is appointed for Company.

8.3 The City, at its sole option, may extend the termination date to a later date. If the City allows Company additional time to cure the default and Company cures the default prior to the expiration of the additional time and to the reasonable City's satisfaction, then the termination is ineffective. If Company does not cure the default prior to the expiration of the 30-day cure period and any additional time granted by City, then the City may terminate this Agreement by written notice to Company.

8.4 If any party of this Agreement should default (herein called the "Defaulting Party") with respect to any of its obligations of this Agreement, within thirty (30) days after delivery of written notice of such default from the other party (herein called the "Complaining Party") the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and attorney's fees.

8.5 In the event of default by Company under this Agreement, the City shall, after providing Company notice and expiration of the 30-day cure period and any additional time to cure granted by City, have the right to recapture Grant Payments paid by City and WEDCO to Company pursuant to this Agreement. Within 30 days of City's written notice to Company terminating this Agreement, Company agrees to refund to WEDCO and City, respectively, any and all Grant Payments that it received pursuant to this Agreement.

Article Nine Mutual Assistance

The City, WEDCO, and the Company shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The Company hereby consents to and agrees to cooperate in any request by the City to obtain copies of Sales/Use tax returns from the State, which contains information pertinent to the calculation of a Grant Payment.

Article Ten Representations and Warranties

The City and WEDCO represent and warrant to the Company that the Program and this Agreement are within the scope of their authority and that each is duly authorized and empowered to establish the Program and enter into this Agreement. The Company represents and warrants to the City and WEDCO that it has the requisite authority to enter into this Agreement.

Article Eleven Amendment

This Agreement may only be amended or altered by written instrument signed by all parties.

Article Twelve Assignments

This Agreement may not be assigned by the Company without prior written approval of the City and WEDCO, which approval shall not be unreasonably withheld or delayed, and provided that City and WEDCO are reasonably satisfied that any remaining obligations under the Agreement will be met by assignee. Should this Agreement be assigned with permission of the City, Company will not be relieved of its duties under this Agreement, which will be binding on and inure to the benefit of the parties, their respective successors and assigns.

**Article Thirteen
Severability**

In the event any provision of this Agreement is determined to be illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto, that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**Article Fourteen
Venue**

This Agreement shall be governed by, construed and enforced in accordance with, and subject to the laws of the State of Texas. Venue shall lie in Wharton County, Texas.

**Article Fifteen
Notice**

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same with a nationally recognized overnight express courier or in the United States mail, certified with return receipt requested, postage prepaid, addressed the parties in writing:

Company: Tractor Supply Company
5401 Virginia Way
Brentwood, Tennessee 37027
Att: Amy Villmer

City: Mayor
City of Wharton
120 E. Caney St.
Wharton, Texas 77488
Att: City Manager

WEDCO: Wharton Economic Development Corporation
President
1944 N. Fulton
Wharton, Texas 77488
Att: Executive Director

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**
SIGNATURES ON NEXT PAGE**

EXECUTED on the dates indicated below and EFFECTIVE on _____ day of _____, 20 .

CITY OF WHARTON, a Texas municipal corporation

By: _____
TIM BARKER, MAYOR

Attest: _____
City Secretary

STATE OF TEXAS §
 §
COUNTY OF WHARTON §

This instrument was acknowledged before me on the _____ day of _____, 20__ by
TIM BARKER, as Mayor of the City of Wharton, Texas.

NOTARY PUBLIC

Printed Name: _____

WHARTON ECONOMIC DEVELOPMENT CORPORATION (WEDCO)

By: _____
_____, **PRESIDENT**

STATE OF TEXAS §
 §
COUNTY OF WHARTON §

This instrument was acknowledged before me on the _____ day of _____, 20____ by
_____ as President of Wharton Economic Development Corporation.

NOTARY PUBLIC

Printed Name: _____

TRACTOR SUPPLY COMPANY

By: Blake Snider, VICE PRESIDENT

STATE OF TENNESSEE §
COUNTY OF Davidson §

This instrument was acknowledged before me on the 12th day of March, 2019 by Amy E. Villmer, Senior Analyst of TRACTOR SUPPLY COMPANY.



NOTARY PUBLIC

Printed Name: Amy E. Villmer

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING A 380 DEVELOPMENT AGREEMENT WITH TRACTOR SUPPLY COMPANY AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO SAID AGREEMENT.

WHEREAS, The City has established a program in accordance with Article 3, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to make grants of public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City, and; and

WHEREAS, The Wharton City Council wishes to enter into a 380 Development Agreement with Tractor Supply Company; and

WHEREAS, The Wharton City Council and Tractor Supply Company wishes to be bound by the terms and conditions as outlined in the agreement; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE WHARTON CITY COUNCIL THAT:

Section I. That the Wharton City Council hereby approves the 380 Development Agreement Between the City of Wharton and Tractor Supply Company and authorizes the Mayor of the City of Wharton to execute all documents related to said agreement.

Section II. That the City of Wharton and Tractor Supply Company are hereby bound by the terms and conditions as set forth in the agreement.

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

Passed, Approved, and Adopted this 25th day of March 2019.

CITY OF WHARTON

Tim Barker
Mayor

Attest:

Paula Favors
City Secretary

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #14. Review & Consider: Ordinance: An ordinance declaring a public necessity for the acquisition of fee simple title to surface only of below listed property located in Wharton, Texas, for a public purpose, namely the acquisition, construction and maintenance of the Lower Colorado River Basin Phase I, Texas, Wharton Flood Risk Management Project; ratifying and affirming all prior acts and proceedings done or initiated by attorneys and employees of the city to acquire such property; authorizing all other lawful action necessary or incidental to such acquisitions.						
<p>Attached you will find a copy of the draft ordinance declaring it a public necessity to acquire certain privately-owned real estate for the purpose of acquisition, construction and maintenance of the Lower Colorado River Basin Phase I, Texas, Wharton Flood Risk Management Project.</p> <p>Community Development Director Gwyneth Teves will be available for questions.</p>							
<table border="1"><tr><td data-bbox="224 1745 1097 1814">City Manager: Andres Garza, Jr. </td><td data-bbox="1097 1745 1484 1814">Date: March 21, 2019</td></tr><tr><td data-bbox="224 1814 1097 1883">Approval: </td><td data-bbox="1097 1814 1484 1883"></td></tr><tr><td data-bbox="224 1883 1097 1940">Mayor: Tim Barker</td><td data-bbox="1097 1883 1484 1940"></td></tr></table>		City Manager: Andres Garza, Jr. 	Date: March 21, 2019	Approval: 		Mayor: Tim Barker	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019						
Approval: 							
Mayor: Tim Barker							

**CITY OF WHARTON
ORDINANCE NO. 2019-XX**

AN ORDINANCE DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION OF FEE SIMPLE TITLE TO SURFACE ONLY OF BELOW LISTED PROPERTY LOCATED IN WHARTON, TEXAS, FOR A PUBLIC PURPOSE, NAMELY THE ACQUISITION, CONSTRUCTION AND MAINTENANCE OF THE LOWER COLORADO RIVER BASIN PHASE I, TEXAS, WHARTON FLOOD RISK MANAGEMENT PROJECT; RATIFYING AND AFFIRMING ALL PRIOR ACTS AND PROCEEDINGS DONE OR INITIATED BY ATTORNEYS AND EMPLOYEES OF THE CITY TO ACQUIRE SUCH PROPERTY; AUTHORIZING ALL OTHER LAWFUL ACTION NECESSARY OR INCIDENTAL TO SUCH ACQUISITIONS.

BE IT ORDAINED BY THE WHARTON CITY COUNCIL that:

SECTION I. A public necessity is hereby declared for the City of Wharton, Texas, to acquire certain privately-owned real estate as listed below for the purpose of acquisition, construction and maintenance of the Lower Colorado River Basin Phase I, Texas, Wharton Flood Risk Management Project located in Wharton County, Texas.

R061083	A20034 ABST.34, TRACT 66
R015961	JOHN HARRIS, LOT 64D-1
R031245	ABST.34, TRACT SOUTH 63 (UNDIVIDED INTEREST 50%)
R023653	SMITH GARDEN SPOT, BLOCK 1, LOT 1, 2, 3, 4, BLOCK 4, LOT 1, PT 2, ABST.34, TRACT 62, 62A
R023654	SMITH GARDEN SPOT BLOCK 1 LOT 5
R023702	SMITH GARDEN SPOT, BLOCK 4, LOT 2
R023703	SMITH GARDEN SPOT, BLOCK 4, LOT 3
R023704	SMITH GARDEN SPOT, BLOCK 4, LOT 4
R023705	SMITH GARDEN SPOT, BLOCK 4, LOT 5, 6
R023706	SMITH GARDEN SPOT, BLOCK 4, LTO 7
R023707	SMITH GARDEN SPOT, BLOCK 4, LOT 8
R023708	SMITH GARDEN SPOT, BLOCK 4, LTO 9
R023709	SMITH GARDEN SPOT, BLOCK 4, LTO 10, 10A
R023710	SMITH GARDEN SPOT, BLOCK 4, LOT 11, 12
R023711	SMITH GARDEN SPOT, BLOCK 4, LOT 13, 14, 15
R023712	SMITH GARDEN SPOT, BLOCK 5, LOT 1, 2, 3, 4
R031204	ABST.34, TRACT 47 (UNDIVIDED INTEREST 66.67%)
R018520	WM. KINCHELOE BLK 63 LT 154A,154E,155,156B,156C,160,161,162 CLINE, BLK 5 LOT 1 THRU 20 LITTLE MEXICO, BLK 161 LOT 10
R019378	LITTLE MEXICO LOT 8,9
R050285	LITTLE MEXICO LOT 7
R019377	LITTLE MEXICO LOT 6
R019376	LITTLE MEXICO LOT 5
R019375	LITTLE MEXICO LOT 4 1981 FLEETWOOD SANDPOINTE 14X56 LABEL # TEX0159933
R061992	HABITAT FOR HUMANITY BLOCK 1 LOT 3
R062541	HABITAT FOR HUMANITY BLOCK 1 LOT 2
R023684	SMITH GARDEN SPOT BLOCK 3 LOT 1,2
R023700	SMITH GARDEN SPOT BLOCK 3 LOT 21,22,23
R023696	SMITH GARDEN SPOT BLOCK 3 LOT 16,17,18,19,20,21A

R053131	SMITH GARDEN SPOT BLOCK 3 LOT 14,15
R053130	SMITH GARDEN SPOT BLOCK 3 LOT 14A
R023694	SMITH GARDEN SPOT BLOCK 3 LOT 12,13
R050385	A20034 ABST.34 TRACT 44A,53
R050386	A20038 ABST.38 TRACT 52D
R059284	WM. KINCHELOE BLOCK 63 LOT 173A
R018556	WM. KINCHELOE BLOCK 63 LOT 173A-1
R018586	WM. KINCHELOE BLOCK 63 LOT 196
R018587	WM. KINCHELOE BLOCK 63 LOT 197
R018588	WM. KINCHELOE BLOCK 63 LOT 199,200
R018589	WM. KINCHELOE BLOCK 63 LOT 201,202
R018590	WM. KINCHELOE BLOCK 63 LOT 203
R018591	WM. KINCHELOE BLOCK 63 LOT 204
R018592	WM. KINCHELOE BLOCK 63 LOT 205,210
R022999	ROSEMONT ODD BLOCK ODD LOT 1A,1C,2A,3,4
R023000	ROSEMONT ODD BLOCK ODD LOT 1B-1,2B
R023001	ROSEMONT ODD BLOCK ODD LOT 1B-2,2C
R013048	COTMAN 2ND LOT 6,7
R013043	COTMAN LOT 8,9, & COTMAN 2ND LOT 8 LOT 8,9, & 2ND LOT 8
R013047	COTMAN 2ND LOT 5
R013049	COTMAN 2ND LOT 9
R013050	COTMAN 2ND LOT 10,11 1999 PALM HARBOR WINDSOR 16X76 LABEL # PFS0610879 SERIAL # MP226523
R013045	COTMAN 2ND LOT 3
R013046	COTMAN 2ND LOT 4
R013044	COTMAN 2ND, LOT 1, 2
R026687	WHARTON, BLOCK 60, LOT 1A-2
R026691	WHARTON, BLOCK 60, LOT 2A
R071959	WHARTON, BLOCK 60, LOT 3, 3A
R026685	WHARTON, BLOCK 60, LOT 1A
R026694	WHARTON, BLOCK 60, LOT 4
R056956	WHARTON BLOCK 60 LOT 5, 5-2
R026697	WHARTON BLOCK 60 LOT 6,7A

SECTION II. The prior actions and efforts of City Officials and the steps taken to initiate the acquisition of these properties are hereby ratified and affirmed.

SECTION III. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this Ordinance, was given to all as required by the Texas Code Annotated, as amended, Title 5, Chapter 551, Government Code.

SECTION IV. If any part, section, paragraph, sentence, phrase, or word of this Ordinance is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this Ordinance shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

SECTION V. This Ordinance shall become effective immediately upon its passage

PASSED AND ADOPTED this the 25th day of March 2019.

CITY OF WHARTON

TIM BARKER
Mayor

ATTEST:

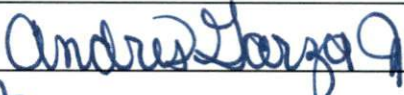
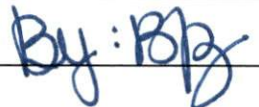
PAULA FAVORS
City Secretary

APPROVED AS TO FORM:

PAUL WEBB
City Attorney

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #15. Review & Consider: Resolution: A resolution of the Wharton City Council establishing a consultant selection committee and developing evaluation criteria for the selection of a debris removal and disposal firm to be used in the event of a major disaster.
<p>The City staff will advertise for a debris removal and disposal firm to be used in the event of a major disaster. This will require a consultant selection committee to evaluate and recommend a firm to the Wharton City Council.</p> <p>Attached is a copy of the rating sheet and the draft resolution.</p> <p>Community Development Coordinator Gwyneth Teves will be present to answer any questions.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	

CONSULTANT RATING SHEET				
SPONSOR: City of Wharton		{Name} _____		
PROJECT: Disaster Debris Removal		Committee Member's Signature _____		
		Date: _____		
A . TECHNICAL RESPONSE		Debris Removal Contractor		
RATING CRITERIA	MAX. POINTS			
1. Has adequate equipment available?	10			
2. Vendor approach and methodology?	5			
3. Service as stated in RFP?	5			
Subtotal Technical Response	20			
COMMENTS:				
B. QUALIFICATIONS AND EXPERIENCE				
RATING CRITERIA	MAX. POINTS			
1. History of similar work?	20			
2. Previous experience with FEMA?	15			
3. Team experience.	10			
4. References.	20			
Subtotal Qualification & Experience	65			
COMMENTS:				

CONSULTANT RATING SHEET - Page 2

SPONSOR: City of Wharton

PROJECT: Disaster Debris Removal

{Name}

Committee Member

C. CONTRACT COST

RATING CRITERIA	MAX. POINTS			
1. Contract Cost	15			
Subtotal Capacity to Perform	15			

COMMENTS:

TOTAL SCORING

RATING CRITERIA	MAX. POINTS			
A. Technical Response	20			
B. Qualifications & Experience	65			
C. Contract Cost	15			
TOTAL SCORE	100			

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

A RESOLUTION OF THE WHARTON CITY COUNCIL ESTABLISHING A CONSULTANT SELECTION COMMITTEE AND DEVELOPING EVALUATION CRITERIA FOR THE SELECTION OF A DEBRIS REMOVAL AND DISPOSAL FIRM TO BE USED IN THE EVENT OF A MAJOR DISASTER.

WHEREAS, The Wharton City Council wishes to establish a Consultant Selection Committee for the selection of a debris removal and disposal firm to be used in the event of a major disaster and provide recommendations to the entire City Council; and,

WHEREAS, The Wharton City Council wishes the Consultant Selection Committee to consist of the City Council Finance Committee along with the City Manager and Finance Director; and,

WHEREAS, The Wharton City Council wishes for this Committee to exist until a recommendation is forwarded to the entire City Council; and,

WHEREAS, The Wharton City Council wishes to establish the criteria of selection of the consulting firm as per Attachment A.

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 establishes the City Council Consultant Selection Committee.

Section II. That the Wharton City Council Consultant Selection Committee will consist of the City Council Finance Committee along with the City Manager and Finance Director.

Section III. That the criteria as set forth in Attachment A is hereby approved.

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

Passed, Approved, and Adopted this 25th day of March 2019.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST: _____
PAULA FAVORS
City Secretary

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #16. Review & Consider: Resolution: A resolution of the Wharton City Council establishing a consultant selection committee and developing evaluation criteria for the selection of a debris monitoring firm to be used in the event of a major disaster.
<p>The City staff will advertise for a debris monitoring firm to be used in the event of a major disaster. This will require a consultant selection committee to evaluate and recommend a firm to the Wharton City Council.</p> <p>Attached is a copy of the rating sheet and the draft resolution.</p> <p>Community Development Coordinator Gwyneth Teves will be present to answer any questions.</p>	
City Manager: Andres Garza, Jr.	Date: March 21, 2019
Approval:	
Mayor: Tim Barker	

CONSULTANT RATING SHEET				
SPONSOR: City of Wharton		{Name} _____		
PROJECT: Disaster Debris Monitoring		Committee Member's Signature _____		
		Date: _____		
Debris Removal Monitoring Contractor				
RATING CRITERIA	MAX. POINTS			
1. Qualifications/Experience	20			
2. Resources & Availability	20			
3. Project Approach & Management	15			
4. FEMA Reporting & Reimbursement	20			
5. Compensation	25			
TOTAL SCORING	100			
COMMENTS:				

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

A RESOLUTION OF THE WHARTON CITY COUNCIL ESTABLISHING A CONSULTANT SELECTION COMMITTEE AND DEVELOPING EVALUATION CRITERIA FOR THE SELECTION OF A DEBRIS MONITORING FIRM TO BE USED IN THE EVENT OF A MAJOR DISASTER.

WHEREAS, The Wharton City Council wishes to establish a Consultant Selection Committee for the selection of a debris monitoring firm to be used in the event of a major disaster and provide recommendations to the entire City Council; and,

WHEREAS, The Wharton City Council wishes the Consultant Selection Committee to consist of the City Council Finance Committee along with the City Manager and Finance Director; and,

WHEREAS, The Wharton City Council wishes for this Committee to exist until a recommendation is forwarded to the entire City Council; and,

WHEREAS, The Wharton City Council wishes to establish the criteria of selection of the consulting firm as per Attachment A.

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 establishes the City Council Consultant Selection Committee.

Section II. That the Wharton City Council Consultant Selection Committee will consist of the City Council Finance Committee along with the City Manager and Finance Director.

Section III. That the criteria as set forth in Attachment A is hereby approved.

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

Passed, Approved, and Adopted this 25th day of March 2019.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST: _____
PAULA FAVORS
City Secretary

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #17. Review & Consider: City of Wharton Housing Program:
<p>A. Resolution: A resolution of the Wharton City Council rescinding the City of Wharton Resolution No. 2018-109.</p> <p>B. Resolution: A resolution of the Wharton City Council declaring certain City of Wharton properties as surplus properties and to designate these properties for affordable housing programs for City of Wharton residents.</p> <p>C. Resolution: A resolution of the Wharton City Council approving the transfer of the City of Wharton real properties to the Wharton County Recovery Team and authorizing the Mayor of the City of Wharton to execute all documents related to the property transfer.</p> <p>The City of Wharton on December 10th, 2018 agreed to deed properties designated as surplus properties to the Wharton Housing Finance Corporation for affordable housing programs. At this time the City staff is recommending rescinding the resolution to deed these properties to the Wharton Housing Finance Corporation so that the properties can be directly deeded to the Wharton County Recovery Team for their affordable housing program.</p> <p>Attached are the draft resolutions and a request from Pattie Odom, Executive Director of the Wharton County Recovery Team.</p>	
City Manager: Andres Garza, Jr.	Date: March 21, 2019
Approval:	
Mayor: Tim Barker	

307 W. Milam Suite 307 PO Box 641
Wharton, TX 77488
979-531-3170



March 14, 2019

Tim Barker, Mayor
City of Wharton
120 E. Caney St.,
Wharton, TX 77488

Dear Mayor Barker,

The Wharton Long Term Recovery Team (WLTRT) is a 501(c)(3) nonprofit organization who is devoted to making a difference in the community. We provide disaster recovery assistance that benefits all residents in our city and surrounding areas.

We ask that you consider supporting our cause. The WLTRT is working with the Wharton West End Initiative to provide affordable housing to citizens affected by the numerous disasters that the City has recently experienced. The WLTRT is also working with the Mennonite Disaster Service to build housing. The WLTRT is requesting that the City donate the following lots to our organization for the project:

WHARTON A. JACKSON BLK.60A LOT 29A (708 & 712 Branch St.)
WHARTON A. JACKSON BLK.60A LOT 34B (517 Branch St.)
HARRISON BLOCK 6 LOT 1 (Harris St.)
WM. KINCHELOE BLOCK 63 LOT 129A (1017 W. Caney St.)

Your donation will be extremely beneficial to the citizens of Wharton. Our organization relies on support of generous donors such as you. Your donation will help ensure the success of our future.

We thank you for your consideration of our request and look forward to hearing from you soon.

Sincerely,

Pattie Odom, Executive Director
Wharton Long Term Recovery Team

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

A RESOLUTION OF THE WHARTON CITY COUNCIL RESCINDING THE CITY OF WHARTON RESOLUTION NO. 2018-109.

WHEREAS, The Wharton City Council wishes to rescind the City of Wharton Resolution No. 2018-109 approving the transfer of the City of Wharton real properties to the City of Wharton Housing Finance Corporation and authorizing the Mayor of the City of Wharton to execute all documents related to the property transfer; and

0.50 Acre, more or less, located in the A. Jackson Timber Survey, Abstract 34, Wharton County, Texas (Volume 191, Page 88, Deed Records of Wharton County, Texas SAVE & EXCEPT that 0.1150 Acre, more or less, described by in deed dated April 2, 1951 from Dave Sanford and wife Lillie Sanford to Joe Nathan Pettit (Volume 238, Page 598, Deed Records of Wharton County, Texas) BRANCH, Account #R018255 (Bid in Trust 10/6/2015)
Lot 25, Elizabeth Branch Subdivision, a subdivision in Wharton County, Texas (Volume 169, Page 1, Deed Records of Wharton County, Texas) GOODE, Account #R011844 (Bid in Trust 7/5/2011)
0.0716 Acre, more or less, situated in the Alexander Jackson Timber Survey, Abstract 34, Wharton County, Texas as described in deed dated August 25, 1969, from Aslee Washington to Ethel J. Washington (Volume 415, Page 166, Deed Records of Wharton County, Texas) BRANCH, Account #R018253 (Bid in Trust 5/3/2011)
175.50 feet by 50.00, containing 0.2015 acres, more or less, located in the A. Jackson League, Wharton County, Texas, being called Lot 34B, Block 60A, City of Wharton, Wharton County, Texas, described as Tract 1, in deed dated April 15, 1993, from O. B. Wells to Velma Johnson (Volume 54, Page 638, Official Records of Wharton County, Texas) BRANCH, Account #10705-060-342-00/R018282 (Bid in Trust 11/3/2009)
Lot 15 of Elizabeth Branch Subdivision out of the A. Jackson League in Wharton County, Texas, being the same property described in deed from Little Green to Lillie Mae Green, dated May 6, 1968 (Volume 390, Page 592 of the Deed Records of Wharton County, Texas) 1511 GOODE, Account #R011833(Bid in Trust 10/2/2011)

WHEREAS, The Wharton City Council wishes this resolution to become effective immediately upon its passage.

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

Section I. The Wharton City Council hereby rescinds the City of Wharton Resolution No. 2018-109 approving the transfer of the City of Wharton real properties to the City of Wharton Housing Finance Corporation and authorizing the Mayor of the City of Wharton to execute all documents related to the property transfer.

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

Passed, Approved and Adopted this 25th day of March 2019.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

DRAFT

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

A RESOLUTION OF THE WHARTON CITY COUNCIL DECLARING CERTAIN CITY OF WHARTON PROPERTIES AS SURPLUS PROPERTIES AND TO DESIGNATE THESE PROPERTIES FOR AFFORDABLE HOUSING PROGRAMS FOR CITY OF WHARTON RESIDENTS.

WHEREAS, The Wharton City Council received certain City of Wharton properties from taxing entities and the City Council determined that there was a need to declare certain City of Wharton properties for affordable housing; and

WHEREAS, The City Council determined that certain properties could be utilized by the City of Wharton in a new construction housing development program; and

WHEREAS, The properties identified to be included in the new construction housing development program are as follows:

<p style="text-align:center">Lot 1, Block 6, Harrison Addition, an addition to the Town of Wharton, Wharton County, Texas (Volume 13, Page 178, Deed Records, Wharton County, Texas) HARRIS, Account #10560-006-010-00/R016065 (Bid in Trust 2/2/2010)</p>
--

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 designates the afore-mentioned properties for affordable housing program.

Section II. That the Wharton City Council hereby authorizes that these properties be dedicated for the construction of affordable homes.

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

Passed, Approved, and Adopted this 25th day of March 2019.

CITY OF WHARTON, TEXAS

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

A RESOLUTION OF THE WHARTON CITY COUNCIL APPROVING THE TRANSFER OF THE CITY OF WHARTON REAL PROPERTIES TO THE WHARTON LONG TERM RECOVERY TEAM AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE ALL DOCUMENTS RELATED TO THE PROPERTY TRANSFER.

WHEREAS, The City of Wharton ("City") desires to support the availability of affordable housing opportunities for residents and promote economic development within the community as public purposes; and,

WHEREAS, The Wharton City Council wishes to transfer the following properties located in the City of Wharton, Wharton County, Texas, to the Wharton Long Term Recovery Team for the construction of new affordable housing; and,

0.50 Acre, more or less, located in the A. Jackson Timber Survey, Abstract 34, Wharton County, Texas (Volume 191, Page 88, Deed Records of Wharton County, Texas SAVE & EXCEPT that 0.1150 Acre, more or less, described by in deed dated April 2, 1951 from Dave Sanford and wife Lillie Sanford to Joe Nathan Pettitt (Volume 238, Page 598, Deed Records of Wharton County, Texas) BRANCH, Account #R018255 (Bid in Trust 10/6/2015)
175.50 feet by 50.00, containing 0.2015 acres, more or less, located in the A. Jackson League, Wharton County, Texas, being called Lot 34B, Block 60A, City of Wharton, Wharton County, Texas, described as Tract 1, in deed dated April 15, 1993, from O. B. Wells to Velma Johnson (Volume 54, Page 638, Official Records of Wharton County, Texas) BRANCH, Account #10705-060-342-00/R018282 (Bid in Trust 11/3/2009)
Lot 1, Block 6, Harrison Addition, an addition to the Town of Wharton, Wharton County, Texas (Volume 13, Page 178, Deed Records, Wharton County, Texas) HARRIS, Account #10560-006-010-00/R016065 (Bid in Trust 2/2/2010)
All that certain tract or parcel situated in the City of Wharton, William Kincheloe Survey, Wharton County, Texas; being designated as Lot 129A, Block 63, City of Wharton, according to the map or plat thereof recorded in Volume 163, Page 3, Map Records of Wharton County, Texas; said Tract as described by metes and bounds in deed dated March 28, 1911, from Wharton Bank and Trust to R.E. Vineyard (Volume 30, Page 17, Deed Records of Wharton County, Texas) 1017 W CANEY, Account #R018497 (Bid in Trust 6/7/2001)

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

NOW, THEREFORE, BE IT RESOLVED by the Wharton City Council that:

Section I. The Wharton City Council hereby approves the transfer of the aforementioned properties in the City of Wharton, Wharton County, Texas, to the Wharton Long Term Recovery Team for the construction of new affordable housing; and

Section II. The Wharton City Council hereby authorizes the Mayor of the City of Wharton to execute all documents related to said property transfer.

Section III. This resolution shall become effective immediately after its passage.

PASSED, APPROVED AND ADOPTED by the City of Wharton at a regular meeting held on the 25th day of March 2019.

CITY OF WHARTON, TEXAS

By: _____
Tim Barker
Mayor

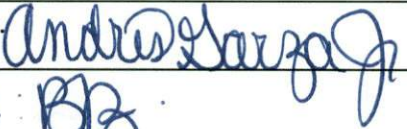
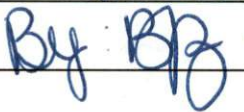
ATTEST

PAULA FAVORS
City Secretary

DRAFT

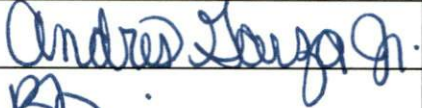
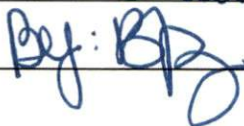
City of Wharton
120 E. Caney Street
Wharton, TX 77488

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #18. Executive Session: City Council may adjourn into an Executive Session in accordance with Section 551.071 and 551.087 of the Local Government Code, Revised Civil Statutes of Texas. Final action, decision or vote, if any with regard to any Matter considered in Executive Session shall be made in Open Meeting.
<p>A. Discussion: Industrial District No. 1 Contract.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	


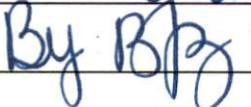
City of Wharton
120 E. Caney Street
Wharton, TX 77488

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #19. Return to Open Meeting: Action on items discussed in Executive Session:
<p>A. Review & Consider: Industrial District No. 1 Contract.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #20. Review & Consider: Resolution: A resolution of the Wharton City Council ratifying and authorizing the execution of the Electric Energy Sales Agreement with Reliant Energy Retail Services, LLC by the City Manager on behalf of the City of Wharton.
<p>The current City of Wharton's Electric Energy Sales Agreement will expire on 12/31/19. Paul Smolen and Marilyn Fox from Fox/Smolen Associates, the City's electricity consultants, obtained bids on behalf of the City and have secured an unbundled electricity rate of \$0.03738 per kWh for each City Location with Reliant Energy Retail Services, LLC. for the period 01/01/2020 thru 12/31/2029. This rate will result in an approximate \$11,600 per year savings or 3.11% savings.</p> <p>Attached is a draft resolution ratifying the Electric Sales Agreement.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	



Confirmation Date: 03/14/2019

ENERGY TRANSACTION CONFIRMATION

Fixed Price

From: Reliant Energy Retail Services, LLC ("Reliant")
Phone: (713) 537-2141
Fax: (800) 832-1185

To: City of Wharton ("Customer")
Attn: Joan Adel
Phone Number: (979) 532-2491
Fax Number: _____

Terms: This Energy Transaction Confirmation (this "Confirmation") is subject to the provisions of the Agreement identified below between Customer and Reliant. **Exhibit A** and **Exhibit C** set forth definitions of capitalized terms not defined in this Confirmation.

Agreement: Electric Energy Sales Agreement dated **March 14, 2019**; Reliant Reference #: **1-11CW7HO**

Initial Term: Beginning on the Confirmation Date stated above and continuing until the first Meter Read Date after **December 31, 2029**

Delivery Term: Beginning on the first Meter Read Date on or after the Commencement Date shown on **Exhibit D**, and ending the last day of the Term, as further described in the definition of Delivery Term in **Exhibit A** to the Agreement.

Contract Price: **\$0.03738** per kWh for each Customer Location

Exhibit C: The attached **Exhibit C** applies to this Energy Transaction

Exhibit D: The attached **Exhibit D** applies to this Energy Transaction

Special Provisions: This Confirmation must be executed by Customer and Reliant. Please execute below and return to Reliant. This Confirmation is effective only when Reliant receives and executes it. After execution, Reliant will return to Customer a fully executed copy of this Confirmation. If Reliant does not execute this Confirmation, Reliant will notify Customer, and this Confirmation will have no effect.

RELIANT ENERGY RETAIL SERVICES, LLC

CITY OF WHARTON

By: _____

Elizabeth Killinger
President



By: _____

Name: Andres Garza, Jr.

Title: City Manager

EXHIBIT C
Fixed Price
Unbundled TDSP – Bundled Nodal – No Settlement

This Fixed Price Product sets a fixed Contract Price per kWh of Actual Consumption for the Initial Term. In addition, certain charges will be passed through to Customer.

CONTRACT CHARGES

The "Contract Price" is the fixed amount per kWh of Actual Consumption set out on the applicable Confirmation.

The Contract Price includes:

1. Energy charges,
2. Ancillary Service Charges,
3. ERCOT fees,
4. Nodal Congestion Charges,
5. Applicable aggregator and broker fees collected from Customer and paid to Customer's aggregator or broker (if any), and
6. Line losses and UFE charges.

In addition, Customer will pay the following pass through charges listed as separate line items on the Reliant Invoice:

1. Discretionary Service Fees,
2. Competition Charges,
3. Taxes,
4. Transmission and Distribution Charges,
5. Any additional charges that are expressly authorized in this Agreement.

MATERIAL CHANGE

(a) A **Material Change** occurs if for any two consecutive billing periods Customer's Actual Consumption for each billing period is less than 75% of the Benchmark Quantity or is more than 125% of the Benchmark Quantity. If a Material Change occurs then Reliant may at any time notify Customer in writing (the "**Notification Letter**") of adjusted Benchmark Quantities and an adjusted Contract Price that reflects the incremental effect of the difference between the unadjusted and the adjusted Benchmark Quantities and these adjustments will be effective as of the next Meter Read Date.

(b) If Customer anticipates any change in operations at any Customer Location(s), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits that is likely to cause a Material Change, then Customer must notify Reliant promptly, but no later than 60 days before that anticipated change in operations (a "**Notice of Material Change**"). If Reliant receives a Notice of Material Change:

- (i) Reliant may at any time, notify Customer in writing (the "**Notification Letter**") of adjusted Benchmark Quantities and an adjusted Contract Price that reflects the incremental effect of the difference between the unadjusted and the adjusted Benchmark Quantities.
- (ii) Customer may accept the adjusted quantity and price by signing the Notification Letter and returning it to Reliant within 5 Business Days of the Notification Letter date. Once accepted, the adjusted Benchmark Quantities and adjusted Contract Price will be effective on the first Meter Read Date after the expiration of that 5 Business Day notice period. If Customer does not sign and return the Notification Letter within the 5 Business Day notice period, then the Benchmark Quantities and Contract Price will not be adjusted, and Reliant may terminate the Energy Transaction and Energy Transaction Confirmation as of a specified termination date upon at least 5 Business Days' Notice to Customer.
- (iii) If Reliant terminates the Energy Transaction and Energy Transaction Confirmation, Reliant will calculate a Termination payment by determining Reliant's Losses and Gains. If Reliant realizes a Gain, Reliant will pay Customer the amount of the Gain. If Reliant realizes a Loss, Customer will pay Reliant the amount of the Loss. If all Customer Locations are not switched to a new Energy supplier effective upon the termination date specified in the Notice to Customer, then Reliant will have the rights specified in the Term provision of the Agreement.



an NRG company

Any election by Reliant not to exercise its rights under this Section will not preclude Reliant's exercise of those rights at a later date.

DEFINITIONS

As used herein, the terms "**Day-Ahead**", "**Hub**", "**Load Zone**", "**Real-Time**", and "**Settlement Point Price**" have the meaning set forth in the ERCOT Nodal Protocols.

"**Actual Consumption**" means the Energy measured or reported by the TDSP or estimated by Reliant for the Customer Location for a month for scalar meters and for each hour for IDR meters.

"**Ancillary Service Charges**" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

"**Competition Charges**" means, for each Customer Location, any or all of the following charges: competition transition charges; transition charges as defined in the PURA; excess mitigation credits; and/or substantially similar charges associated with, or resulting from, the opening of the electric market in the State of Texas to REPs, including the recovery of stranded costs as defined by the PURA and increases in transmission and distribution rates charged by the TDSP that result from, or are otherwise attributable to, the redirection of depreciation expenses.

"**Discretionary Service Fees**" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of not less than 95% lagging at each Customer Location meter, assessments by the TDSP regarding any Power Factor at any Customer Location meter, or any similar amounts that are assessed by and payable to the TDSP related to the purchase and installation of meters and associated equipment and the Customer's use of that equipment to establish or maintain electric service at a Customer Location or to maintain TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"**Nodal Congestion**" means the difference(s) between the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) and the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Hub(s). If the Day Ahead Settlement Point Price(s) are not published by ERCOT or are otherwise unavailable, then for the period(s) for which Day Ahead Settlement Point Price(s) are not available, Nodal Congestion will be based on difference(s) between the Real Time Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) and the Hub(s).

"**Nodal Congestion Charges**" means the amount determined by calculating the product of "**Nodal Congestion**" and the "**Actual Consumption**."

"**Power Factor**" means the ratio of kW to kilovolt amperes expressed as a percentage, calculated by dividing kW by kilovolt amperes.

"**Transmission and Distribution Charges**" means, for each Customer Location, all transmission and distribution charges and other cost recovery charges and fees outlined in the TDSP's tariff and billed to Reliant for TDSP's services to deliver Energy to the applicable Customer Location; provided, such charges and fees will not include any Competition Charges.

CUSTOMER'S ACKNOWLEDGMENT

Customer acknowledges that Reliant and its affiliates are in the business of buying and selling power within the ERCOT market for each of their own accounts and that such participation in the foregoing market may affect the calculation of the Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon the Settlement Point Prices, as promulgated by ERCOT. Subject to the Customer's right to dispute a Reliant Invoice as set forth in this Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT. Nothing in this Agreement restricts Reliant or any of Reliant's affiliates from participating in ERCOT market activities that may affect the Settlement Point Prices.

EXHIBIT D
Fixed Price

Customer Location Information:

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
1	City of Wharton	1125 W MILAM ST	WHARTON	TX	77488	1008901023814085720103	1/1/2020
2	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410PHE4200	1/1/2020
3	City of Wharton	400 SYCAMORE DR	WHARTON	TX	77488	1008901011900171770108	1/1/2020
4	City of Wharton	104 1/3 W ELM ST	WHARTON	TX	77488	1008901001810134750200	1/1/2020
5	City of Wharton	108 GROVE ST	WHARTON	TX	77488	1008901002810901130100	1/1/2020
6	City of Wharton	1502 N ALABAMA RD	WHARTON	TX	77488	1008901002810967052100	1/1/2020
7	City of Wharton	1924 1/3 N FULTON ST	WHARTON	TX	77488	1008901023810695480202	1/1/2020
8	City of Wharton	2114 1/3 WEST ST	WHARTON	TX	77488	1008901001888880023200	1/1/2020
9	City of Wharton	214 N CLOUD ST #2	WHARTON	TX	77488	1008901001810027540100	1/1/2020
10	City of Wharton	219 1/3 E ELM ST	WHARTON	TX	77488	1008901023802505140200	1/1/2020
11	City of Wharton	2817 N WALNUT	WHARTON	TX	77488	1008901023803044030100	1/1/2020
12	City of Wharton	315 1/3 E ELM ST	WHARTON	TX	77488	1008901023802505500200	1/1/2020
13	City of Wharton	400 COLLINS ST	WHARTON	TX	77488	1008901023801427640100	1/1/2020
14	City of Wharton	700 HIGHWAY 59 LOOP N RR	WHARTON	TX	77488	1008901017817186395100	1/1/2020
15	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410SHK4200	1/1/2020
16	City of Wharton	1213 PARK LN	WHARTON	TX	77488	1008901002810982120100	1/1/2020
17	City of Wharton	207 CROOM DR	WHARTON	TX	77488	1008901001810283385100	1/1/2020
18	City of Wharton	602 BREEZY LN	WHARTON	TX	77488	1008901023800486670100	1/1/2020
19	City of Wharton	802 E WAYSIDE AVE	WHARTON	TX	77488	1008901003811150410100	1/1/2020
20	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410GHE4200	1/1/2020
21	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410SHE4200	1/1/2020
22	City of Wharton	2010 N FULTON ST	WHARTON	TX	77488	1008901001900461660111	1/1/2020
23	City of Wharton	207 CROOM DR A	WHARTON	TX	77488	1008901023901391300118	1/1/2020
24	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410LHE4200	1/1/2020
25	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410PHA4200	1/1/2020
26	City of Wharton	220 E ELM ST	WHARTON	TX	77488	1008901023804071520100	1/1/2020
27	City of Wharton	1407 N RICHMOND RD	WHARTON	TX	77488	1008901023813322410102	1/1/2020
28	City of Wharton	221 CUTBIRTH LN	WHARTON	TX	77488	1008901006900171610108	1/1/2020
29	City of Wharton	1015 N ALABAMA RD #1	WHARTON	TX	77488	1008901002810983110100	1/1/2020
30	City of Wharton	1800 CAMELLIA ST	WHARTON	TX	77488	1008901004811895296100	1/1/2020
31	City of Wharton	201 1/3 E ELM ST	WHARTON	TX	77488	1008901023802504990200	1/1/2020
32	City of Wharton	201 S RICHMOND RD	WHARTON	TX	77488	1008901001810135380100	1/1/2020
33	City of Wharton	214 N CLOUD ST #1	WHARTON	TX	77488	1008901001810027480100	1/1/2020
34	City of Wharton	219 W CANEY ST	WHARTON	TX	77488	1008901001810194089100	1/1/2020
35	City of Wharton	230 LILY LN	WHARTON	TX	77488	1008901001810282050100	1/1/2020
36	City of Wharton	2319 HIGHWAY 59 LOOP	WHARTON	TX	77488	1008901017817182055100	1/1/2020

Deal Option ID # 298465898049
City of Wharton_03/14/19
1-11CW7HO



an NRG company

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
37	City of Wharton	319 N FULTON ST	WHARTON	TX	77488	1008901001810191820100	1/1/2020
38	City of Wharton	607 S SHEPPARD	WHARTON	TX	77488	1008901023800022550100	1/1/2020
39	City of Wharton	717 WILKES ST	WHARTON	TX	77488	1008901023802248430100	1/1/2020
40	City of Wharton	836 NELSON LN	WHARTON	TX	77488	1008901004811984710100	1/1/2020
41	City of Wharton	1014 N ALABAMA RD	WHARTON	TX	77488	1008901003811130095100	1/1/2020
42	City of Wharton	1703 W MILAM ST	WHARTON	TX	77488	1008901023810158730100	1/1/2020
43	City of Wharton	200 N RICHMOND RD	WHARTON	TX	77488	1008901001810194160100	1/1/2020
44	City of Wharton	2401 JUNIOR COLLEGE BLVD A	WHARTON	TX	77488	1008901023805172510100	1/1/2020
45	City of Wharton	2819 N WALNUT	WHARTON	TX	77488	1008901004811987468100	1/1/2020
46	City of Wharton	2900 OLD LANE CITY RD	WHARTON	TX	77488	1008901011812297760100	1/1/2020
47	City of Wharton	302 1/3 S RICHMOND RD	WHARTON	TX	77488	1008901023802613330200	1/1/2020
48	City of Wharton	920 W CANEY ST	WHARTON	TX	77488	1008901006901326600117	1/1/2020
49	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410LHA4200	1/1/2020
50	City of Wharton	312 E ELM ST	WHARTON	TX	77488	1008901023813888760103	1/1/2020
51	City of Wharton	150 S HOUSTON ST	WHARTON	TX	77488	1008901023816034390105	1/1/2020
52	City of Wharton	215 W 3RD ST	WHARTON	TX	77488	1008901023817843790106	1/1/2020
53	City of Wharton	100 1/2 S HOUSTON ST	WHARTON	TX	77488	1008901001810137820100	1/1/2020
54	City of Wharton	1005 E MILAM ST	WHARTON	TX	77488	1008901002810898990100	1/1/2020
55	City of Wharton	101 S RICHMOND RD	WHARTON	TX	77488	1008901001810139680100	1/1/2020
56	City of Wharton	1014 1/3 N ALABAMA RD	WHARTON	TX	77488	1008901023800989950200	1/1/2020
57	City of Wharton	219 1/3 W CANEY ST	WHARTON	TX	77488	1008901001810194089200	1/1/2020
58	City of Wharton	2819 1/3 N WALNUT	WHARTON	TX	77488	1008901004811987468200	1/1/2020
59	City of Wharton	300 S RICHMOND RD	WHARTON	TX	77488	1008901023801344450100	1/1/2020
60	City of Wharton	319 1/3 N FULTON ST	WHARTON	TX	77488	1008901023810695630202	1/1/2020
61	City of Wharton	507 1/3 S SHEPPARD	WHARTON	TX	77488	1008901004811856220200	1/1/2020
62	City of Wharton	806 FM 1299 RD A	WHARTON	TX	77488	1008901023802805120100	1/1/2020
63	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410EME4200	1/1/2020
64	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410SHA4200	1/1/2020
65	City of Wharton	304 E ELM ST	WHARTON	TX	77488	1008901023813888790103	1/1/2020
66	City of Wharton	609 E SANTA FE ST	WHARTON	TX	77488	1008901023817283050106	1/1/2020
67	City of Wharton	120 1/3 E CANEY ST	WHARTON	TX	77488	1008901006900028700207	1/1/2020
68	City of Wharton	213 UNIVERSITY ST	WHARTON	TX	77488	1008901023800718100100	1/1/2020
69	City of Wharton	2528 COUNTY ROAD 231	WHARTON	TX	77488	1008901011900169360108	1/1/2020
70	City of Wharton	101 N FULTON ST	WHARTON	TX	77488	1008901001810142230100	1/1/2020
71	City of Wharton	120 E CANEY ST	WHARTON	TX	77488	1008901001810144700100	1/1/2020
72	City of Wharton	2110 E ALABAMA RD	WHARTON	TX	77488	1008901012812329210100	1/1/2020
73	City of Wharton	2821 1/3 TEXAS ST	WHARTON	TX	77488	100890100188880056200	1/1/2020
74	City of Wharton	8269 US 59 HWY	WHARTON	TX	77488	1008901023805383200100	1/1/2020
75	City of Wharton	802 S EAST	WHARTON	TX	77488	1008901023813621340103	1/1/2020

Deal Option ID # 298465898049
City of Wharton_03/14/19
1-11CW7HO



#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCE- MENT DATE
76	City of Wharton	100 N SUNSET ST	WHARTON	TX	77488	1008901023816982650105	1/1/2020
77	City of Wharton	100 N RUSK ST	WHARTON	TX	77488	1008901001810141280100	1/1/2020
78	City of Wharton	117 LAKE SHORE DR	WHARTON	TX	77488	1008901023803652880100	1/1/2020
79	City of Wharton	1213 1/3 PARK LN	WHARTON	TX	77488	1008901023810695820202	1/1/2020
80	City of Wharton	151 1/3 E ELM ST	WHARTON	TX	77488	1008901023802504940200	1/1/2020
81	City of Wharton	1819 VALHALLA	WHARTON	TX	77488	1008901017817181892100	1/1/2020
82	City of Wharton	1924 N FULTON ST	WHARTON	TX	77488	1008901023800911330100	1/1/2020
83	City of Wharton	214 1/3 N CLOUD ST	WHARTON	TX	77488	1008901023810696050202	1/1/2020
84	City of Wharton	222 E ELM ST	WHARTON	TX	77488	1008901023801255640100	1/1/2020
85	City of Wharton	806 1/3 FM 1299 RD	WHARTON	TX	77488	1008901010812060020200	1/1/2020
86	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410KMA4200	1/1/2020
87	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410RMA4200	1/1/2020
88	City of Wharton	710 CARGILL ST	WHARTON	TX	77488	1008901002810916870100	1/1/2020
89	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410EMA4200	1/1/2020
90	City of Wharton	113 1/3 E ELM ST	WHARTON	TX	77488	1008901023802504900200	1/1/2020
91	City of Wharton	125 1/3 E ELM ST	WHARTON	TX	77488	1008901023802504930200	1/1/2020
92	City of Wharton	602 1/3 BREEZY LN	WHARTON	TX	77488	1008901023800486670200	1/1/2020
93	City of Wharton	806 FM 1299 RD	WHARTON	TX	77488	1008901010812060020100	1/1/2020
94	City of Wharton	811 W CANEY ST	WHARTON	TX	77488	100890107681410GHA4200	1/1/2020
95	City of Wharton	1014 N ALABAMA RD A	WHARTON	TX	77488	1008901024901390320118	1/1/2020

ELECTRIC ENERGY SALES AGREEMENT

(Public Entity Master Agreement)

This Electric Energy Sales Agreement (this "Agreement") between RELIANT ENERGY RETAIL SERVICES, LLC, a Delaware limited liability company ("Reliant"), and CITY OF WHARTON, a political subdivision of the State of Texas ("Customer") (individually referred to as a "Party" and collectively, the "Parties") (including all attached and referenced exhibits and annexes, which are incorporated in this Master Agreement, and all Energy Transactions, which together form a single, integrated agreement, this "Agreement") is effective on this 14th day of March, 2019 (the "Effective Date"). Exhibit A sets forth definitions of capitalized terms not defined in the text.

PART 1: MASTER AGREEMENT SCOPE.

1.1 **Scope.** This Master Agreement commences on the Effective Date and continues month to month thereafter, unless terminated by either Party upon 30 days prior written Notice to the other Party, but this Agreement will continue to apply until all Energy Transactions are completed or terminated, final invoices are issued, and all amounts owed are paid in full. Further, all obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers survive termination indefinitely, and confidentiality obligations survive termination for the period of the applicable statute of limitations.

1.2 **Energy Transactions.** The Parties from time to time may, but are not obligated to, enter into one or more Energy Transactions for the purchase and sale of electricity ("Energy") subject to this Master Agreement. An Energy Transaction may be formed by the Parties' agreement and evidenced by an Energy Transaction Confirmation issued by Reliant and signed by the Parties. Each Energy Transaction Confirmation must specify a product Exhibit C, attached to the Energy Transaction Confirmation, as the basis of the Energy Transaction. Each Energy Transaction Confirmation must also include an Exhibit D describing Customer Locations, Benchmark Quantities, and pricing components applicable to the Energy Transaction. If an inconsistency exists between the terms of this Master Agreement, an Energy Transaction Confirmation, and Exhibit C and Exhibit D, the Energy Transaction Confirmation prevails over this Master Agreement, and Exhibit C and Exhibit D prevail over the cover page to the Energy Transaction Confirmation.

1.3 **Energy Transaction Term; Transition Term.** The "Initial Term" of an Energy Transaction will be set forth in the Energy Transaction Confirmation. If any Customer Location(s) have not been switched to a new REP at the end of the Initial Term, then Reliant may continue to sell Energy to Customer for the Customer Locations, in accordance with this Agreement, and this Agreement will continue in effect for successive one month terms (collectively, the "Transition Term") until all Customer Location(s) are switched to a new REP (the Initial Term and the Transition Term, collectively, the "Term"). The Contract Charge for each month of the Transition Term (the "Transition Charge"), together with any new product terms, will be posted on Reliant's AccountConnectSM website at www.reliant.com (the "Site"). It is the Customer's responsibility to access the Site for each Transition Charge and no other Notice will be provided. At any time after the end of the Initial Term, if allowed by Law, Reliant may terminate the Energy Transaction Confirmation by transferring any remaining Customer Location(s) to the POLR or the appropriate REP.

PART 2: ENERGY TRANSACTIONS.

2.1 **Sales and Purchases.** Reliant will sell to Customer, and Customer will purchase from Reliant, Energy to satisfy all of Customer's Energy Requirements for each Customer Location for the Delivery Term. Customer Information forms the substantial basis for the calculation of charges for the Energy Transactions.

To the best of Customer's knowledge, Customer Information is true and accurate as of the date furnished to Reliant and as of the Effective Date. Customer will take all actions necessary to effect the Energy Transactions, including, if requested by Reliant, executing an authorization form permitting Reliant to request changes of the Meter Read Date(s) for one or more Customer Locations. During the Delivery Term, Customer may not (a) have generation that is synchronously connected to the TDSP at any Customer Location, (b) resell any portion of the Energy purchased from Reliant to any third party, or (c) be qualified as a Resource in ERCOT.

2.2 **Delivery of the Energy.** Customer acknowledges that the TDSP owns and controls the electric transmission or distribution wires or equipment, has custody and control of the Energy sold and purchased under this Agreement, and has the responsibility to deliver the Energy to the Customer Locations. Reliant has no liability, obligation, or responsibility for the operations of the TDSP or for the interruption, termination, failure to deliver, or deterioration of the TDSP's transmission or distribution service.

2.3 **Contract Charge.** For all Energy deliveries under this Agreement, Customer agrees to pay Reliant the Contract Charge.

2.4 **Billing.** Following each month during the Delivery Term, Reliant will render to Customer the Reliant Invoice setting forth all charges and amounts due. Within five Business Days after the Effective Date, Customer will notify Reliant in writing of the address to which Reliant may submit invoices. Reliant's ability to invoice Customer is dependent on the TDSP's and ERCOT's ability to furnish Reliant all necessary information, including the Meter Read Dates for scalar meters and recorded data for interval data meters. Absent that information from the TDSP or ERCOT, Reliant may invoice Customer based on estimated data. After Reliant receives the required information, the estimated Reliant Invoice will be adjusted on a subsequent Reliant Invoice to reconcile differences between estimated and actual data.

2.5 **Payment.** Customer must pay, as specified in Exhibit B, the amount due stated on the Reliant Invoice on or before the later of (a) the 30th day after the Reliant Invoice date, or if not a Business Day, the immediately following Business Day, or (b) the due date for payment required under Chapter 2251 of the Texas Government Code (the "Due Date"). If an invoice is not paid by the Due Date, then Reliant will apply to Customer's account a late fee on the unpaid amount equal to the lesser of one percent or the maximum amount permitted by Law.

2.6 **Payment Disputes.** If Customer disputes amounts shown on the Reliant Invoice, Customer must (a) notify Reliant no later than 21 days after receipt of the Reliant Invoice and (b) pay Reliant the undisputed amount and furnish Reliant a written explanation specifying the amount disputed and the basis for the dispute. Upon receipt of notice that Customer disputes a Reliant Invoice, Reliant will promptly provide supporting documentation and such other information that Customer may reasonably request for purposes of verifying the disputed amount. Within 10 Business Days of resolution, if Customer owes Reliant money, then Customer must pay Reliant the amount owed plus interest at the Interest Rate from, and including, the Due Date to, but excluding, the date Reliant receives payment. Any amounts improperly billed and collected from Customer will be credited to Customer on its next Reliant Invoice, together with interest at the Interest Rate.

2.7 **Customer Appropriations.** The Parties to this Agreement understand and agree that any and all payments made in accordance with this Agreement shall be made only out of current revenues available to the Customer. In the event current revenues are not available, the Customer reserves the right to terminate this Agreement at the expiration of each budget period during the term of this Agreement. Customer agrees to notify Reliant in writing of such termination due to unavailability of current revenues at the earliest practicable time subsequent to the

failure to appropriate, and as of Customer's termination date, Reliant shall have no further duty to supply energy to Customer and unless agreed otherwise by the Parties shall move service for the Customer Locations to the POLR, or any other permissible REP established by the PUCT on the date of termination due to unavailability of current revenues. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination. Further, this Agreement is conditioned on a best efforts attempt by the Customer to obtain and appropriate funds for payment under the terms of this Agreement. Customer agrees, to the full extent allowed by Texas law, that if any funds are appropriated for energy costs, such funds shall be applied first to the cost of energy provided pursuant to this Agreement and that any such funds shall not be used to pay for energy from any other energy power provider for the accounts covered in this Agreement.

PART 3: DEFAULTS AND REMEDIES.

3.1 **Events of Default.** Each of the following events is an "Event of Default" with respect to an affected Party (the "Defaulting Party"):

- (a) failing to make any required payment when due, if the failure is not cured within five Business Days after written Notice;
- (b) making a material, false, or misleading representation or warranty under this Agreement, and not correcting the representation or warranty within five Business Days after written Notice;
- (c) failing to perform any covenant not excused by Force Majeure if not cured within five Business Days after written Notice;
- (d) making an assignment or general arrangement for the benefit of creditors;
- (e) becoming a party, voluntarily or involuntarily, to an action under bankruptcy or similar laws for the protection of creditors; or
- (f) becoming bankrupt or insolvent.

No waiver by the other Party (the "Non-Defaulting Party") of any one or more Events of Default will be construed as a waiver of any other Event of Default.

3.2 **Early Termination.** If an Event of Default occurs, the Non-Defaulting Party may take one or more of the following actions for as long as the Event of Default continues:

- (a) establish a date ("Early Termination Date") on which this Agreement and all Energy Transactions terminate; and
- (b) disconnect, or cause to be disconnected, each Customer Location from electric service, or, if disconnection is not allowed by Law, transfer each Customer Location to the POLR or another REP as specified by Law.

The Parties agree that if Customer causes an Event of Default by switching away one or more Customer Locations to another REP prior to the expiration of the Initial Term, the Early Termination Date will be the earliest date a Customer Location is switched. Regardless of which Party is the Defaulting Party, Customer agrees that if an Early Termination Date occurs, it will remain liable to timely pay Reliant all charges for Energy sold until each Customer Location is transferred or is disconnected from electric service. If an Early Termination Date occurs, the Non-Defaulting Party determines its resulting damages as of the Early Termination Date pursuant to Section 3.3 below.

3.3 **Damages.** The actual damages of the Non-Defaulting Party are that Party's Costs, plus its Losses and minus its Gains, if any, determined as set forth in the definitions in Exhibit A and in this Section. If an Early Termination Date occurs before the Delivery Term begins, the damages will be calculated as though Reliant had delivered Energy to Customer throughout the Delivery Term until the end of the Initial Term. The Non-Defaulting Party will aggregate its Gains or Losses and Costs into a single net amount (the "Termination Payment"). If the calculation of the Termination Payment yields a positive amount, the Defaulting Party will owe that amount to the Non-Defaulting Party. If the calculation of the Termination Payment yields a negative amount, the Termination Payment will be zero and neither Party will owe a Termination Payment. Any Termination Payment owed to the Non-Defaulting Party will be setoff against any other amounts owing

between the Parties under this Agreement and any other agreement, and a single, net amount payable ("Net Settlement Amount") will be due by one Party (the "Payor") to the other Party (the "Payee"). Promptly following the Early Termination Date, the Non-Defaulting Party will calculate the Net Settlement Amount and provide notice to the Defaulting Party. The Payor must pay the Net Settlement Amount to the Payee within five Business Days of the Defaulting Party's receipt of the Non-Defaulting Party's notice. The Net Settlement Amount will accrue interest at the Interest Rate from, and including, the Early Termination Date to, but excluding, the date the Payee receives payment.

PART 4: LIMITATION OF LIABILITIES. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy its essential purposes. If an express remedy is provided, that remedy is the sole and exclusive remedy. If no remedy is expressly provided, the obligor's liability will be limited to direct actual damages as the sole and exclusive remedy. Except as provided in Section 6.5, all other remedies at law or in equity are waived. Except with respect to the recovery of Costs, neither Party will be liable for consequential, incidental, punitive, exemplary, or indirect damages, or other business interruption damages, by statute, in tort or contract, under any indemnity provision, or otherwise.

PART 5: REPRESENTATIONS. Each Party represents and warrants to the other Party continuing throughout the Term unless otherwise stated, that:

- (a) it has the power and authority to sign and perform this Agreement; and
- (b) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement.

In connection with the negotiation and execution of this Agreement and each Energy Transaction, each Party represents to the other Party that:

- (a) it is acting as principal (and not as agent for any other party or in any other capacity, fiduciary or otherwise, unless expressly stated);
- (b) the other Party is not acting as a fiduciary or financial or investment advisor for it;
- (c) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it considers necessary, and it has made its own decisions based upon its own judgment and upon any advice from those advisors as it deems necessary, and not upon any advice of the other Party;
- (d) the other Party has not given to it (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of this Agreement or any Energy Transaction;
- (e) it is entering into this Agreement and each Energy Transaction with a full understanding of all of the risks (economic and otherwise) and it is capable of assuming and willing to assume those risks; and
- (f) it has the capacity to evaluate and continually monitor (internally or through independent professional advice) this Agreement, each Energy Transaction, and the relevant markets (including the appropriateness or suitability thereof) and has made its own decision to enter into this Agreement and each Energy Transaction and to independently evaluate and monitor same on its own behalf.

In connection with the negotiation and execution of this Agreement, Reliant verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

PART 6: OTHER MATTERS.

6.1 **Taxes.** Customer is responsible for and will pay Reliant for all Taxes arising from or measured by the transactions contemplated by this Agreement or Reliant's receipts from those transactions, whether the Law imposes the Taxes on Reliant or Customer or the transactions. Reliant may collect Taxes from Customer by including them on the Reliant Invoice. Reliant will recognize a lawful sales tax

exemption on a prospective basis only after Customer provides proper documentation to Reliant. If Customer is due a sales tax refund because of Reliant's failure to timely recognize valid exemption documentation, Reliant may credit the overpaid sales tax to Customer's account. Customer is responsible for petitioning the taxing authority for all other sales tax refunds.

6.2 Force Majeure. If a Party is unable because of Force Majeure to perform its obligations and that Party gives Notice of the event to the other Party as soon as practicable after its occurrence, then the obligations of the Party affected by the event (other than payment for Energy received and performance of other transactions or other obligations incurred before the Force Majeure event) will be suspended for the duration of the Force Majeure event. A Party may furnish Notice orally, but must provide a written Notice within two Business Days after the oral Notice. Nothing in this Section requires Reliant to supply, or Customer to receive, Energy at points other than the Customer Locations.

6.3 Law and Waiver of Consumer Rights. The rights and duties of the Parties are governed by, construed, enforced, and performed in accordance with the Law of the State of Texas (without giving effect to principles of conflicts of laws). With respect to any disputes arising out of or relating to this Agreement, exclusive jurisdiction and venue shall be proper in the state and federal courts located in Harris County, Texas. **Each Party waives, to the fullest extent permitted by Law, any right it may have to a trial by jury in respect of any suit, action, claim, or proceeding relating to this Agreement.** The Parties agree that Section 2.201 of the Texas Business & Commerce Code (relating to the statute of frauds) applies to this Agreement and electricity is considered a "good" for purposes of this Agreement. **Reliant makes no representations or warranties except those expressly stated in these terms, and disclaims all other warranties, express or implied, including merchantability, conformity to models or samples, and fitness for a particular purpose.** To the extent allowed by Law, Customer acknowledges and agrees that the Customer Protection Rules for Retail Electric Service adopted by the PUCT pursuant to PURA (PUCT Subst. Rules §25.471, et seq.) do not apply to this Agreement. Customer voluntarily waives its rights, if any, under the Deceptive Trade Practices – Consumer Protection Act, Section 17.41 et seq., Texas Business & Commerce Code, providing consumers special rights and protections and Customer has consulted with an attorney of its own selection with respect hereto.

6.4 Change in Law. If either Party or its activities related to this Agreement are affected by any Law enacted after the Effective Date ("Change in Law") that makes performance of this Agreement unenforceable or illegal, then either Party, without any payment obligation or other liability (other than payment for Energy received and performance of other transactions or other obligations incurred before termination), may terminate this Agreement without consent of, and upon Notice to, the other Party, upon the earlier of 60 days prior Notice or other prior Notice effective on the date the Change in Law becomes effective. If a Change in Law becomes effective relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees, costs of performance, including, but not limited to, Reliant's cost of goods sold (COGS) determined in accordance with generally accepted accounting principles (GAAP), or other charges being incurred by Reliant and other ERCOT market participants (the "Incremental Amounts"), then to the extent incurred by Reliant, all of the Incremental Amounts may be reasonably allocated to Customer. This allocation may include, but is not limited to, allocation on a per MWh basis prorated according to Customer's usage compared to all affected Reliant customers' usage, and billed to Customer as an authorized charge or adjustment to the Contract Price.

6.5 Confidentiality. Neither Party will disclose any terms or documents provided under or relating to this Agreement to a third party (other than a Party's and its affiliates' employees, lenders, counsel, permitted assignees, consultants, accountants, or prospective purchasers who have agreed to confidentiality), except in order to comply with Law. The Parties are entitled to all remedies available at Law or in equity to enforce, or seek relief in connection with, this obligation, subject to Part 4.

Public Entity Master Agreement Form 12.2015
City of Wharton_03/14/19
1-11CW7HO

6.6 Assignment. (A) If Customer desires to sell or lease all or a portion of Customer Locations to another entity, Customer may assign this Agreement to the assignee as to all Customer Locations or cause the assignee to enter into an agreement with Reliant on the same terms and conditions set forth in this Agreement as to that portion of Customer Locations sold or leased, on the following conditions:

- (1) Customer is not a Defaulting Party;
- (2) the assignee satisfies Reliant's collateral and credit requirements; and
- (3) the assignee assumes Customer's obligations in writing and in a form legally adequate for that purpose;

(B) Reliant may assign this Agreement without Customer's consent, under the following circumstances or conditions:

- (1) in connection with any financing or other financial arrangements involving the assignment, sale, pledge, or encumbering of this Agreement or its accounts, revenues, or proceeds;
- (2) the assignment is to an affiliate of Reliant;
- (3) the assignment is to any person or entity succeeding to all or a substantial portion of Reliant's assets; or
- (4) the assignment is to a certified REP; and
- (5) in the cases of (B)(2) and (B)(3) above, the assignee is at least as creditworthy as Reliant as of the Effective Date and assumes Reliant's obligations in writing and in a form legally adequate for that purpose.

If a Party makes an assignment in compliance with (A), (B)(2), (B)(3), or (B)(4) above, the assigning Party will have no further obligations regarding future performance with respect to the assigned Customer Locations, except to make full payment for obligations incurred before the date the assignee agrees to assume the obligations and to comply with continuing confidentiality obligations. Except as provided in this Section, neither Party may assign this Agreement or any of its rights or obligations without the other Party's prior written consent, which consent may not be unreasonably withheld.

6.7 Partial Termination. Customer may delete one or more, but not all, Customer Locations (and associated Benchmark Quantities as determined by Reliant in its sole discretion) from the Agreement ("Partial Termination"), only if Customer (a) closes those Customer Location(s) for the remainder of the Term, or (b) sells those Customer Location(s) and the buyer of the locations does not assume obligations to purchase energy under this Agreement. Customer must provide Reliant with at least 30 days prior written notice of its intent to delete Customer Location(s) from the Agreement on these conditions. Customer must pay Reliant a partial Termination Payment for the deleted Customer Location(s). Reliant will calculate the partial Termination Payment in the same manner as provided in Section 3.3, using only the Benchmark Quantities for the deleted Customer Locations, and bill the amount of the partial Termination Payment on a subsequent Reliant Invoice.

6.8 Relationship of the Parties. Nothing in this Agreement (a) constitutes or implies a joint venture, partnership, association, or any fiduciary or similar obligation or liability between the Parties or (b) provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy, or right of any kind, other than in connection with an assignment to a permitted assignee. Reliant does not provide, and nothing in this Agreement will be construed as providing, advice regarding the value or advisability of trading in commodities that would cause Reliant or any of its affiliates to be considered a commodity-trading advisor under applicable Law.

6.9 Documentation. Nothing in this Master Agreement limits any particular confirmation procedures intended to form transactions under the terms of any exhibits or annexes attached to any Energy Transaction Confirmation or this Master Agreement. This Agreement together with the Energy Transaction Confirmations constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement and the Customer Locations. Facsimile

signatures are effective as originals. Except as provided in Section 6.4, if a provision becomes unlawful or unenforceable, the other provisions of this Agreement will remain in full force and effect, except that if either Party determines, in its sole discretion, that the unlawful or unenforceable provision causes a material change to the original purpose of this Agreement, the Parties will promptly enter into negotiations to replace the provision with a valid and enforceable provision that preserves the original intent of the Parties. All amendments must be reduced to writing and executed by the Parties, except (i) as otherwise provided in Section 1.3, and (ii) amendments to add or delete Customer Locations and amend Benchmark Quantities. If Customer and Reliant agree to add or delete Customer Locations, the additions and deletions will be implemented as follows: (i) Customer may request an amendment to Exhibit D by sending to Reliant an email requesting that a Customer Location be added or deleted, identifying any resulting changes to Benchmark Quantities, and attaching the addition/deletion form provided by Reliant (the "Email Request"); and (ii) the amendment will be effective only when Reliant sends an email to Customer confirming acceptance of the amendment and attaching an amended Exhibit D showing the agreed additions or deletions (the "Email Confirmation"). Each Party is entitled to assume that emails sent from the other Party under this provision are sent by an authorized representative.

6.10 **Notices.** Unless provided otherwise, the Parties will send Notices relating to this Agreement in writing by regular mail, electronic mail (confirmed receipt), overnight carrier, facsimile, or hand delivery. Notice by regular mail will be deemed received three Business Days after mailed. Notice by registered or certified mail, return receipt requested, will be deemed received on the date the receiving Party signed for it. Notice by facsimile, Internet, or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight mail or courier will be deemed received two Business Days after the day it was sent.


PART 7: CUSTOMER ACKNOWLEDGEMENT. Customer acknowledges that Energy prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Customer also acknowledges that past results regarding electricity products are not necessarily an indication of future results.

This Agreement may be executed in multiple counterparts to be construed as one as of the Effective Date.

RELIANT ENERGY RETAIL SERVICES, LLC

By: _____
Elizabeth Killinger
President

CITY OF WHARTON

By: 

Name: Andres Garza, Jr.

Title: City Manager

EXHIBIT A: CERTAIN DEFINITIONS

The following terms have the stated meanings and apply to singular and plural forms, and the term "including" means including, without limitation.

"Benchmark Quantity" means Customer's expected kWh electricity consumption for the Term, which may be set out on the applicable Exhibit D, depending on the Customer's product. If Customer's expected consumption is not set out on the applicable Exhibit D, Reliant will determine the Benchmark Quantity by reference to Customer Information and Customer's 12 months of electricity consumption before the Effective Date or the most recent Amendment or Energy Transaction Confirmation, or for new facilities, Customer Information and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

"Business Day" means each day that Federal Reserve member banks in New York City are open for business.

"Claims" means all claims or actions, threatened or filed before or after this Agreement is terminated, and whether groundless, false, or fraudulent, that directly or indirectly relate to a subject matter of an indemnity, and resulting losses, damages, expenses, attorneys' fees, and court costs however incurred.

"Commencement Date" is stated for each Customer Location in Exhibit D to the applicable Energy Transaction Confirmation.

"Costs" means fees, commissions, administrative, operating, and other transaction costs, reasonably incurred as a result of the termination of obligations under, and in entering into new obligations that replace, the Energy Transactions, and reasonable attorneys' fees incurred in connection with enforcing a Party's rights.

"Customer's Energy Requirements" means an amount of Energy equal to 100% of the actual Energy requirements of the Customer Location(s), as measured by the TDSP during the Delivery Term, not to exceed the physical capabilities of TDSP's facilities or contravene applicable utility service rules or tariffs or Law.

"Customer Information" means information regarding Customer's business, Customer Locations, with meter or account numbers, historical and projected Energy usage, load factors, time of use, hours of operation, utility rate classes, agreements, and schedules, and other information reasonably required to substantiate Customer's Energy Requirements.

"Customer Location" means each of Customer's premises or facilities in ERCOT that are described on Exhibit D to the applicable Energy Transaction Confirmation.

"Delivery Term" means, with respect to an Energy Transaction, for each Customer Location, the period commencing on the first Meter Read Date on or after the Commencement Date, and ending the last day of the Term, but, if a switch of supplier is required, then the Delivery Term commences on the later of (a) the first Meter Read Date on or after the Commencement Date and (b) the date that all actions have been taken by the TDSP, ISO, and ERCOT for Reliant to sell Energy to Customer for each Customer Location and for Customer to purchase and receive the Energy from Reliant for each Customer Location, including fully switching Customer to Reliant. No interruption or delay in purchases or sales after the Commencement Date, including Force Majeure, will operate to extend the Delivery Term.

"Energy Transaction" means a transaction for the purchase and sale of Energy effectuated pursuant to Section 1.2 upon the Parties' agreement to the Initial Term, Exhibit D, Exhibit C, and any other matters agreed upon by the Parties, all as set forth in the Energy Transaction Confirmation.

"Energy Transaction Confirmation" means a confirmation signed by the Parties in form legally adequate evidencing the terms required for an Energy Transaction.

"ERCOT" means the Electric Reliability Council of Texas.

"Force Majeure" means an event (a) not within the reasonable control of the Party claiming suspension ("Claiming Party") (or in the case of third party obligations or facilities, the third party), (b) not caused by the negligence of the Claiming Party, and (c) which the Claiming Party, exercising due diligence, is unable to overcome or for which the Claiming Party is unable to obtain commercially reasonable substitute performance. Force Majeure includes: (a) an event of Force Majeure affecting the TDSP or ERCOT, (b) a suspension, curtailment, or service

interruption by the TDSP or ERCOT, or (c) acts of god, acts of terrorism, civil insurrection, or war.

"Gain" means the Present Value of the economic benefit (exclusive of Costs) to a Non-Defaulting Party resulting from the termination of the Energy Transactions, determined by comparing the Present Value of each Terminated Contract to the Present Value of each Replacement Contract, in the same manner that Losses are determined. If the Present Value of a Terminated Contract exceeds the Present Value of a Replacement Contract for Customer as the Non-Defaulting Party, Customer is deemed to have realized a Gain. If the Present Value of a Replacement Contract exceeds the Present Value of a Terminated Contract for Reliant as the non-defaulting Party, Reliant is deemed to have realized a Gain.

"Grid" means the transmission and distribution systems of TDSPs in ERCOT.

"Interest Rate" means the lesser of (a) an annual rate equal to 2% over the per annum prime lending rate published in *The Wall Street Journal* under "Money Rates" and in effect on the first day of the month during which the charge is assessed or damages are determined, as the case may be, or (b) the interest rate required under Chapter 2251 of the Texas Government Code; provided that the Interest Rate charged and collected may never exceed the maximum rate permitted by Law.

"kW" means kilowatt and **"kWh"** means kilowatt-hour.

"Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, agency, or instrumentality having jurisdiction, including ERCOT.

"Losses" means the amount equal to the Present Value of the economic loss, if any, to a Party resulting from the termination of Energy Transactions. Economic loss does not include Costs. Economic loss is determined as follows:

(a) If Customer is the Non-Defaulting Party, economic loss is the Present Value of each Terminated Contract subtracted from the Present Value of a Replacement Contract.

(b) If Reliant is the Non-Defaulting Party, economic loss is the Present Value of a Replacement Contract subtracted from the Present Value of each Terminated Contract.

"Meter Read Date" means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.

"Notice" means all notices, requests, and Reliant Invoices to be made as specified in Exhibits B or D.

"POLR" means the REP designated by the PUCT required to offer Energy to any requesting customer in a specified territory.

"Present Value" means a discounted value calculated using the one year London InterBank Offered Rate quoted in the *Wall Street Journal* as of the Early Termination Date.

"PUCT" means the Public Utility Commission of Texas.

"PURA" means the Public Utility Regulatory Act.

"REP" means a seller of Energy that is permitted under the PURA to sell Energy to customers located in the State of Texas.

"Reliant Invoice" means the monthly invoice(s) rendered by Reliant to Customer reflecting amounts payable by Customer. "Monthly" means either a calendar month or such other period of approximately 30 days based on the TDSP's schedule for reading meters at Customer Locations and established to allow for invoicing of all Customer Locations on the Reliant Invoice.

"Replacement Contract" means a replacement contract for the applicable Energy Transaction whose value is calculated by using Customer's Energy Requirements based on the Benchmark Quantity for each Customer Location and relevant market prices as of the Early Termination Date for the remainder of the Term. To ascertain the market prices of a Replacement Contract, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of New York Mercantile Exchange futures contracts, quotations from leading dealers in Energy swap contracts, and other bona fide third party offers, all adjusted for the remainder of the Term, as applicable, load shape, and basis differential. The Non-Defaulting Party is not required to enter into a Replacement Contract to determine its damages.



an NRG company

"Resource" means facilities capable of providing Energy or load capable of reducing or increasing the need for Energy or providing Ancillary Services, as defined in Exhibit C, to the ERCOT System, as described in the ERCOT protocols.

"Taxes" means all federal, state, and local taxes, fees, governmental charges, and assessments, presently or hereafter imposed on Customer as purchaser of Energy, on Reliant as seller of Energy, or on the Energy Transactions, including Texas state and local sales and use taxes, the Texas gross receipts tax on utility companies, the PUCT gross receipts tax assessment on REPs, municipal administrative fees on REPs, and generation, utility, regulatory, Btu, or electricity taxes and assessments, but excluding taxes imposed on net income.

"TDSP" means the entities that own the transmission and distribution equipment for delivering the Energy to a Customer Location, and any successors to those entities.

"Terminated Contract" means an Energy Transaction that has been terminated. Its value is the Energy Transaction's Present Value had it not been terminated. The Present Value is calculated as of the Early Termination Date using Customer's Energy Requirements based on the Benchmark Quantity for each Customer Location for the remainder of the Term.



EXHIBIT B: NOTICES AND PAYMENTS

RELIANT

NOTICES & CORRESPONDENCE:

Reliant Energy Retail Services, LLC
910 Louisiana Street
Houston, Texas 77002
Attn: Reliant Contract Management

P.O. Box 3412
Houston, Texas 77253-3412
Attn: Reliant Contract Management

Facsimile No: (832) 584-2010

With a copy to:
Vice President, Sales and Marketing

Email Request (Section 6.9): Email your Customer Care specialist or [Solutions @ reliant.com](mailto:Solutions@reliant.com)
Reliant's Customer Care Number: (888) 315-1558

BILLING & ACCOUNTING MATTERS:

Reliant Energy Retail Services, LLC
P.O. Box 1532
Houston, Texas 77251-1532
Attn: Invoicing

Telephone: (888) 275-6859

PAYMENTS:

Payment by Wire/ACH to
Bank of New York Mellon (or Mellon Bank NA)
Transit Routing # 043000261
Account Name: Reliant Energy Retail Services, LLC
Acct. # 119-2420

Overnight Payment Option:
Reliant Energy Retail Services, LLC
Dept - 0954
1501 North Plano Rd.
Richardson, Texas 75081

Regular Payment Option:
Reliant Energy Retail Services, LLC
Dept. 0954
P.O. Box 120954
Dallas, Texas 75312-0954

CUSTOMER

NOTICES & CORRESPONDENCE

CITY OF WHARTON
120 E CANEY ST
WHARTON TX 77488-5006
Attention: Joan Andel
Telephone No.: (979) 532-2491
Facsimile No.:
E-Mail Address: jandel@cityofwharton.com

PAYMENTS

Bank: _____
ABA Routing # _____
Account # _____

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

A RESOLUTION OF THE WHARTON CITY COUNCIL RATIFYING AND AUTHORIZING THE EXECUTION OF THE ELECTRIC ENERGY SALES AGREEMENT WITH RELIANT ENERGY RETAIL SERVICES, LLC BY THE CITY MANAGER ON BEHALF OF THE CITY OF WHARTON.

WHEREAS, The City of Wharton, as a member of the Governmental Aggregation Project (GAP), requested bids for electric services; and,

WHEREAS, Time was of the essence in securing a contract with an electric provider upon the receiving the bid submittals; and,

WHEREAS, On March 14, 2019, the City of Wharton received the recommended contract provided by Reliant Energy Retail Services, LLC to provide electric service to the City of Wharton; and,

WHEREAS, The Wharton City Council wishes to ratify and authorize the City Manager to execute the recommended contract for electric service to be provided to the City of Wharton; and,

WHEREAS, The Wharton City Council wishes this resolution to be effective immediately upon its passage.

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 ratifies and approves the execution of the Electric Energy Sales Agreement by City Manager on behalf of the City of Wharton.

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

PASSED, APPROVED AND ADOPTED this 25th day of March 2019.

CITY OF WHARTON, TEXAS

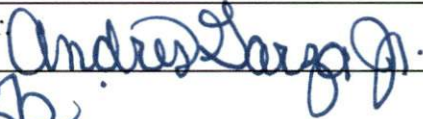

By: _____
TIM BARKER
Mayor

ATTEST:

PAULA FAVORS
City Secretary

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #21. Review & Consider: Update of City of Wharton Grant Programs.
<p>Attached is a copy of a memorandum dated March 19, 2019, from Community Development Coordinator, Gwyn Teves, providing an update on the City of Wharton Grant Programs.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

Date: March 19, 2019
From: Gwyneth Teves, Community Development Coordinator
To: Honorable Mayor and City Councilmembers
City Attorney Paul Webb
Subject: Status of City of Wharton Grant Projects Report No. 2019-02

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

Infrastructure/Construction:

1. HMGP – Sewer Infrastructure Mitigation

Application submitted 10/13/16 under the DR-4269. City staff has responded to 7 RFI's on this project as of February 2019. FEMA review has found the BCA of the project to be less than 1.00. The BCA for this project does not meet the requirements of FEMA and has been withdrawn.

2. HMGP – Warning System Mitigation (Siren Warning System)

Application submitted 10/13/16 under the DR-4269. This project was awarded 02/26/2018 and was accepted by the City Council on 03/26/18. Scope change approval was received February 1, 2019. City staff is preparing bid documents to go out for bid on equipment and installation.

3. HMGP – Riverfront Park Soil Stabilization

Application submitted by GrantWorks Inc. in December 2018.

4. CDBG-DR – Infrastructure

Method of Distribution approved by GLO and HUD. City is designated to receive \$1,650,172.00 for infrastructure projects related to Hurricane Harvey. Project applications will be completed and submitted by GrantWorks for eligible projects.

5. NRCS – Alabama Channel Repairs

NRCS has awarded a grant of \$307,167.84 for repairs. The project was awarded at the January 28, 2019 Council Meeting. Fort Bend Excavation has begun construction on this project.

6. TPWD – Harris Park Improvements

Wharton Economic Development submitted on behalf of the City of Wharton an application for Grant Funds through the Texas Parks & Wildlife Foundation for

improvements to the Harris Park. Per Chad Odom, Executive Director of WEDCO, this grant was not awarded.

7. HMGP – FEMA Shelter/Dome

HMGP Application submitted by WISD for FEMA Shelter/Dome. Project is under FEMA review and approval. There has been 1 request for information at this time.

8. 2019-2020 CDBG – South East Ave. Sanitary Sewer Repairs

Application has been submitted.

Housing:

9. HMGP – Residential Elevation

Application completed and submitted by GrantWorks Inc. in December 2019. One request for information has been received and responded to at this time.

10. HMGP – Reconstruction of 100 Homes

Application completed and submitted by GrantWorks Inc. in December 2019. One request for information has been received and responded to at this time.

11. HMGP – Residential Mitigation (Elevation/Reconstruction of Homes)

Submitted on 1/20/17 under a second funding opportunity for DR 4272 and we are awaiting a response.

12. TDHCA – HOME Reservation Participation

Applicants are currently being notified of any outstanding paperwork for their applications and are being asked to send this information in to finalize their applications. There were 73 applicants from throughout the city that submitted applications to participate in the program. There are currently 43 still working on applications. There are 7 applicants in title phase and 2 have been fully approved through TDHCA. 2 applicants have been awarded funding as of 2/16/19. 1 subject has declined the contract.

13. GLO Community Development and Revitalization Program

The City Council procured GrantWorks, Inc. for administration and Jones & Carter for engineering.

14. FEMA Pre-Disaster Mitigation Grant

Call for application was made on August 11, 2017. The application was submitted 10/30/17 for the Nan Ya Lift Station and we are awaiting a response.

15. CDBG-DR – Buyouts/Acquisitions

Method of Distribution approved by GLO and HUD. City is designated to receive \$1,693,784.00 for buyout/acquisition projects related to Hurricane Harvey. Project applications will be completed and submitted by GrantWorks for eligible projects.

16. 2016 CDBG-DR – Housing Elevation/Reconstruction

Notification of \$2,000,000 funding was received by city staff on February 4, 2019. This funding will assist homeowners with elevation, rehabilitation, and reconstruction of homes to address existing damage and mitigate future damage. Contracts with the GLO are pending.

Studies:

Other:

17. HMGP – Critical Facility Generators

HMGP Application was submitted on 9/11/18 and we are awaiting a response.

18. FEMA – Temporary Housing Units

City staff is currently aware of 16 THU still in the City. Of those, 7 are working with the WLTRT for repairs or new housing and 2 are back in their homes waiting on FEMA to remove the units. The remaining 7 have unknown statuses at this time.

19. Rebuild Texas – 2019 Preparedness Grant

Pre-Application was submitted on February 13, 2019 for AED Units for Public Facilities and Patrol Units and portable and mobile radios for the Public Works department. On February 28, 2019 notification was received that our submittal was short listed and a full application was to be submitted.

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

City Council Communications

Meeting Date: 03/25/2019

Agenda Item: #22. Review & Consider: Update of City of Wharton on-going Projects.

Attached is a copy of my memorandum dated March 19, 2019 to you providing an update on the City of Wharton current projects as of February 28, 2019.

City Manager: Andres Garza, Jr.



Date: March 21, 2019

Approval:



Mayor: Tim Barker



City of Wharton

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

MEMORANDUM

Date: March 19, 2019
From: Andres Garza, Jr., City Manager
To: Honorable Mayor and City Councilmembers
City Attorney Paul Webb
Subject: Status of City of Wharton Projects
Report No. 2019-02

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

FLOOD REDUCTION (LEVEE) PROJECT

The U.S. Army Corp of Engineers (USACE) Lower Colorado River Phase I Report - City of Wharton Flood Prevention Project and Recommended report is located at the Wharton County Library and the office of the City of Wharton City Secretary for viewing or the report may be viewed on line at <http://www.cityofwharton.com/information-a-notices/lcrb-feasibility-study>. The Project Participation Agreement (PPA) has been executed. The City has begun the process to acquire the property necessary to construct the project. The City Staff will begin meeting with the property owners.

DRAINAGE:

1. Stavena Addition Drainage Project.

The design and construction plans are complete. The challenge on this project is to find locations to place approximately 35,000 cubic yards of soil. The ideal disposal site should be close to the project site to reduce the cost of construction.

2. Ahldag Ditch Improvement.

The project was approved by the City Council. Public Works Director is currently working out the details.

3. On-going Drainage and Maintenance Program.

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

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

The Public Works Department is working with JTM, the contractor, installation of the drainage pipes was completed. The junction boxes have been installed by the contractor, the project has been completed by the contractor. The City Public Works Department will be regrading ditches to improve the drainage in the area.

WATER/SEWER IMPROVEMENTS:

1. On-going Water and Sewer Maintenance Program.

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

STREET IMPROVEMENTS

1. FM 1301 Extension and Overpass Project Progress Report.

IDC Inc. has submitted to TxDOT Yoakum District Office all required plans for the project. The City Staff continues to coordinate with TxDOT to ensure the project continues to move forward. The City is awaiting TxDOT announcement of the project to be funded in Wharton County.

2. I-69 Project.

The City submitted the comments as approved by the City Council to TxDOT.

3. NanYa Exit Ramp Project.

TxDOT has been coordinating with NanYa on the exit design.

4. 2019 City Street Improvement Project.

The City has begun the planning process for the 2019 Street Improvement Project. The City Staff is working with the City Council Public Works Committee to develop the program and present it to the City Council for consideration by early spring.

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #23. Review & Consider: Appointments and Resignations to the City of Wharton Boards, Commissions and Committees:
<p>Attached you will find the list of persons serving on the various City Boards, Commissions and Committees. There are still vacancies that need to be filled.</p> <p>1. <u>Appointments:</u></p> <ul style="list-style-type: none">A. Beautification Commission.B. Building Standards Commission.C. Plumbing and Mechanical Board. <p>2. <u>Resignations:</u> None.</p>	
City Manager: Andres Garza, Jr.	Date: March 21, 2019
Approval:	
Mayor: Tim Barker	

**CITY OF WHARTON
BOARDS, COMMISSIONS AND COMMITTEES**

WHARTON REGIONAL AIRPORT BOARD	TWO YEAR TERM	Reappointment
Jimmy Gardner	June 30, 2019	
Randy Rodriguez	June 30, 2019	
Bill Kingrey	June 30, 2019	
Mark Hanson	June 30, 2020	
Jimmy Zissa	June 30, 2020	
Glenn Erdelt	June 30, 2020	
BEAUTIFICATION CITY COMMISSION	TWO YEAR TERM	Reappointment
Margaret Dixon	June 30, 2020	
Sandra Holmes	June 30, 2020	
Vacant	June 30, 2020	
Gloria Smith	June 30, 2020	
Steven Roberts	June 30, 2019	
Devory Francis	June 30, 2019	
Clifford Jackson	June 30, 2019	
BUILDING STANDARDS COMMISSION	TWO YEAR TERM	Reappointment
Leonard Morales	June 30, 2019	
I. O. Coleman, Jr.	June 30, 2019	
Shaun Stockwell	June 30, 2019	
Vacant	June 30, 2019	
Damon Parker	June 30, 2020	
Howard Singleton	June 30, 2020	
Chester Houston	June 30, 2020	
Ronnie Bollom, Building Official - ExOfficio		
Jeff Gubbels - Health Officer-ExOfficio		
Hector Hernandez-Fire Marshall-ExOfficio		
ELECTRICAL BOARD	TWO YEAR TERM	Reappointment
Councilmember Al Bryant	June 30, 2019	
Oscar Uribe	June 30, 2019	
Philip Hamlin	June 30, 2020	
Milton Barbee	June 30, 2020	
Hector Hernandez- Fire Marshal		
HOLIDAY LIGHT DECORATING CHAIRMAN	TWO YEAR TERM	Reappointment
Tim Barker	June 30, 2020	
MAYOR'S COMMITTEE ON PEOPLE WITH DISABILITIES	TWO YEAR TERM	Reappointment
Johnnie Gonzalez	June 30, 2020	

Faye Evans	June 30, 2020
Rebekah Kirschke	June 30, 2020
Jessica Clemons	June 30, 2019
Cindy Kloesel	June 30, 2019
Sandy Wilkins	June 30, 2019
James Smith	June 30, 2019
Mayor Tim Barker- Ex Officio	

HEALTH OFFICER	TWO YEAR TERM	Reappointment
-----------------------	----------------------	----------------------

Dr. Jeff Gubbels, MD	June 30, 2020
----------------------	---------------

VETERINARIAN	TWO YEAR TERM	Reappointment
---------------------	----------------------	----------------------

Dr. Cody Poler, DVM	June 30, 2020
---------------------	---------------

MUNICIPAL COURT JUDGE	TWO YEAR TERM	Reappointment
------------------------------	----------------------	----------------------

John Murrile	June 30, 2020
--------------	---------------

PLANNING COMMISSION	TWO YEAR TERM	Reappointment
----------------------------	----------------------	----------------------

I. O. Coleman, Jr.	June 30, 2019
Rob Kolacny	June 30, 2019
Michael Quinn	June 30, 2019
Marshall Francis	June 30, 2020
Billie H. Jones	June 30, 2020
Michael Wootton	June 30, 2020
Russell Cenko	June 30, 2020

PLUMBING AND MECHANICAL BOARD	TWO YEAR TERM	Reappointment
--------------------------------------	----------------------	----------------------

A. J. Rath	June 30, 2020
Tom Faust	June 30, 2019
Bryan Lynn	June 30, 2020
Robert Sanchez	June 30, 2019
Vacant	June 30, 2020

Ronnie Bollom, Building Official - ExOfficio
Public Works Director Wade Wendt- Ex Officio
Mayor Tim Barker - Ex Officio

WHARTON ECONOMIC DEVELOPMENT CORPORATION	TWO YEAR TERM	Reappointment
---	----------------------	----------------------

Michael Wootton	September 30, 2020
Bill Ansley	September 30, 2020
Freddie Pekar	September 30, 2020
Al Bryant (Councilmember)	September 30, 2020
Russell Machann- (Councilmember)	September 30, 2019
Judd Perry	September 30, 2019
Marshall Francis	September 30, 2019

HOUSING FINANCE COMMITTEE	TWO YEAR TERM	Reappointment
Position 1 District 1-Curtis Edwards	June 30, 2019	
Position 2 District 2-Worthy Carpenter	June 30, 2020	
Position 3 District 3-Morris Dean	June 30, 2019	
Position 4 District 4-David Voulgaris	June 30, 2020	
Position 5 District 5-At Large-Gary Nunez	June 30, 2019	
Position 6 District 6-At Large-Tonya Machann	June 30, 2020	
Position 7 Mayor-At Large-Morrow Lou Sims	June 30, 2020	

CITY COUNCIL COMMITTEES - Renew June 30th of Each Year

ANNEXATION COMMITTEE

Tim Barker
Russell Machann
Don Mueller

FINANCE COMMITTEE

Russell Machann
Alice Heard
Tim Barker

HOUSING COMMITTEE

Terry Freese
Russell Machann
Al Bryant

INTERGOVERNMENTAL RELATIONS COMMITTEE

Terry Freese
Tim Barker
Alice Heard

LEGISLATIVE COMMITTEE

Tim Barker
Alice Heard
Steven Schneider

PUBLIC HEALTH COMMITTEE

Terry Freese
Alice Heard
Russell Machann

PUBLIC SAFETY COMMITTEE

Alice Heard
Terry Freese
Don Mueller

PUBLIC WORKS COMMITTEE

Terry Freese
Don Mueller
Al Bryant

TELECOMMUNICATIONS COMMITTEE

Al Bryant
Terry Freese
Don Mueller

WHARTON ECONOMIC DEVELOPMENT CORP BOARD OF DIRECTORS SELECTION COMMITTEE

Tim Barker
Steven Schneider
Al Bryant

ECONOMIC DEVELOPMENT COMMITTEE


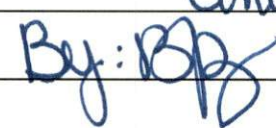
Tim Barker
Al Bryant
Russell Machann

PARKS AND RECREATION COMMITTEE

Steven Schneider
Russell Machann
Terry Freese

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #24. Review & Consider: City Council Boards, Commissions and Committee Reports:
<p>A. Public Works Committee meeting held March 7, 2019. B. Finance Committee meeting held March 11, 2019. C. Beautification Commission meeting held March 14, 2019.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

Date: March 8, 2019

From: City Council Public Works Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held March 7, 2019.

At the March 7, 2019, City Council Public Works Committee Meeting, the Committee met discussed the following items:

1. Review & Consider: Reading of the minutes from the meeting held February 21, 2019.
2. Review & Consider: City of Wharton 2019 Street Improvement Project. The Committee voted to recommend this item to the City Council for consideration.
3. Review & Consider: Request by Wharton Independent School District for Street Closures at North Abell Street (the entire length from East Belle Street to East Ahldag Avenue) and Old Boling Highway (from John Knox Street to North Alabama Road). No action was taken.



City of Wharton

120 E. Caney Street ° Wharton, TX
77488

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

MEMORANDUM

Date: March 12, 2019

From: City Council Finance Committee

To: Mayor & City Council

Subject: Report/Recommendations from the meeting held March 11, 2019.

At the March 11, 2019, City Council Finance Committee Meeting, the Committee met discussed the following items:

1. Review & Consider: Minutes from the meeting held February 25, 2019.
2. Review & Consider: Ordinance: An ordinance approving an amendment to the City of Wharton Budget October 1, 2017 – September 30, 2018. The Committee voted to recommend this item to the City Council for consideration.

Brandi

From: Jimmy Nickolyn <jnickolyn@cityofwharton.com>
Sent: Friday, March 15, 2019 6:10 PM
To: 'Brandi'
Subject: Beautification Ccommission Report on meeting held on March 14, 2019. reportcc



City of Wharton

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

MEMORANDUM

DATE: March 15, 2019
FROM: Steven Roberts, Beautification Commission Chairman
TO: Andres Garza, Jr., City Manager
SUBJECT: Report from the Beautification Commission Meeting held on March 14, 2019.

The following was discussed during the Wednesday, March 14, 2019 meeting:

Review & Consider Old / On-going Business:

- 1) Planters on the square: There was no discussion on this agenda item. No action was taken
- 2) Update on planters on the Santa Fe Trail: There was no discussion on this agenda item. No action was taken.
- 3) Update on Weedy Lots: Code Enforcement Jim Nickolyn stated that he had sent 22 Weedy Lot letters & 9 memos were sent for Weedy Lots to be mowed. 31 Weedy Lots were addressed during the month of January. After some discussion, no action was taken
- 4) Update on KTB awards program. Code Enforcement Officer, Jim Nickolyn, stated that all the KTB email he receives is always emailed to all Beautification Commission members. There was no further discussion on this agenda item.
- 5) Beautification of major business thoroughfares: Code Enforcement Officer, Jim Nickolyn stated that due to rain this area has been experiencing, maintaining the area thoroughfares has been difficult for the city and county. There have been areas the city and state have been able to mow depending on when and how much water there was in the ditches on these thoroughfares. There was no further discussion on this agenda item.
- 6) Nomination of new businesses / residences for consideration for a "Certificate of Recognition": Commissioner Gloria Smith made a motion to decline the nomination for the Mexican restaurant located at 600 W. Burleson named La Herradura. Commissioner Devory Francis seconded the motion. All voted in favor. Commissioner Gloria Smith nominated the New Hope Missionary Baptist Church for a viewing. Chairman Steven Roberts seconded the motion. All voted in favor.

7) Proposal of new projects:

- 1) A discussion of ideas for projects from each Beautification Commission member that can be developed for the coming year. After some discussion, no action was taken.
- 2) A discussion on choosing a date for the upcoming City of Wharton Spring Sweep. After some discussion, Commissioner Margaret Dixon made a motion to tentatively set April 13, 2019 as the date to

Page 2

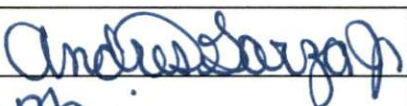
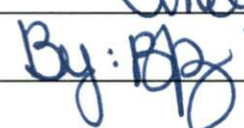
hold the annual City of Wharton Spring Sweep Event. Commissioner Gloria Smith seconded the motion. All voted in favor.

- 3) A discussion on the Caney creek Foundation requesting assistance from the City of Wharton for brush removal from Guadalupe Park. Commissioner Gloria Smith made a motion to table this agenda item and Commissioner Devory Francis seconded the motion. All voted in favor.

If you should have any questions, please contact me at (979) 358-8139. Thank You.

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #25. Review & Consider: City Manager's Reports:
<p>A. City Secretary/Personnel. B. Code Enforcement. C. Community Services Department / Civic Center. D. Emergency Management. E. E. M. S. Department. F. Facilities Maintenance Department / Wharton Municipal Pool. G. Fire Department. H. Fire Marshal. I. Legal Department. J. Municipal Court. K. Police Department. L. Public Works Department. M. Water / Sewer Department. N. Weedy Lots / Sign Ordinance. O. Wharton Regional Airport.</p>	
City Manager: Andres Garza, Jr. 	Date: March 21, 2019
Approval: 	
Mayor: Tim Barker	



City of Wharton

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

MEMORANDUM

Date: March 6, 2019
From: Paula Favors, TRMC, City Secretary
To: Andres Garza, Jr., City Manager
Subject: February 2019 Monthly Personnel Report

HIRED

Don Hoover was hired as a full time Patrol Officer III in the month of February 2019.

PROMOTION

Donald Chaney was promoted to Detective in the month of February 2019.
Rashied Byrd was promoted to Patrol Sergeant in the month of February 2019.
David Hunter was promoted to Patrol Sergeant in the month of February 2019.
Stephen Jimenez was promoted to Corporal in the month of February 2019.
Ben Flores was promoted to Corporal in the month of February 2019.

TERMINATION

There were not any separations of employment in the month of February 2019.

INCREASE IN WAGES

There were not any increases in wages in the month of February 2019.

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



City of Wharton

120 E. Caney Street ° Wharton, TX 77488

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

Date: March 5, 2019

From: Ronnie Bollom, Building Official

To: Andres Garza, Jr., City Manager

Subject: Permit Report for February 2019

Please see the following for your review; Project Valuation and Fee Report from the Permitting/Code Enforcement Department for the month of February 2019.

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

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 2/01/2019 THRU 2/28/2019

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

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

STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
1900080 BLD	2/04/2019 2/04/2019	WINKENWERDER, JERRY BUILDING PERMIT	425 KINKAID 432 - LEVELING	LALLIED LALLIED	AE:LEVELING ADDING 10 PIERS BLD 12,800.00	109.00
1900081 BLD-E	2/04/2019 2/04/2019	UTECHT PATRICK , BOHL KELLY BUILDING (E) PERMIT	542 E ELM 300 - BUILDING-ELECTRICAL	EH&M ELEC EH&M ELEC	AE:NEW 200AMP SERVICE 1,100.00	BLD-E 32.00
1900082 BLD	2/04/2019 2/04/2019	WINKENWERDER, JERRY BUILDING PERMIT	425 KINKAID 435 - RESIDENTIAL REMODELS	OWNER OWNER	AE:REPLACE SIDING W/HARDI P BLD 4,846.00	53.00
1900083 BLD-E	2/04/2019 2/04/2019	HALE, JO BUILDING (E) PERMIT	601 N RUSK 300 - BUILDING-ELECTRICAL	EA BETTER EA BETTER	AE:HOUSE 200AMP SERVICE 1,200.00	BLD-E 32.00
1900084 BLD-E	2/04/2019 2/04/2019	JANAK, GREG & MARY BUILDING (E) PERMIT	1123 COLLEGE 300 - BUILDING-ELECTRICAL	EA BETTER EA BETTER	NEW 125AMP METER LOOP 800.00	BLD-E 25.00
1900085 BLD	2/04/2019 2/04/2019	ROBLEDO, EDWARD BUILDING PERMIT	1335 FM 1301 435 - RESIDENTIAL REMODELS	BWILL CHIL BWILL CHIL	(2) WINDOWS, (1) DOOR 1,040.00	BLD 32.00
1900086 MEC	2/04/2019 2/04/2019	DAVIS, DONALD MECHANICAL PERMIT	113 E DAHLGREN 800 - MECHANICAL PERMITS	MELDRIDGE MELDRIDGE	AE:REINSTALLED CONDENSER 650.00	MEC 40.00
1900087 BLD	2/04/2019 2/04/2019	RIVERA, EZEKIEL BUILDING PERMIT	400 N FULTON 329 - STRUCTURES OTHER THAN	OWNER OWNER	HANDICAP RAMP 500.00	BLD 25.00
1900088 BLD	2/04/2019 2/04/2019	WUTHRICH, JOY BUILDING PERMIT	1803 KELVING WAY CT 331 - CONCRETE APPLICATIONS	BTOTAL BTOTAL	25'X3 SIDEWALK 600.00	BLD 25.00
1900089 BLD	2/05/2019 2/05/2019	RICHARDSON, MATTHEW BUILDING PERMIT	1417 N FULTON 329 - STRUCTURES OTHER THAN	OWNER OWNER	PREFAB CARPORT 12'X26 1,300.00	BLD 32.00
1900090 PLB	2/05/2019 2/05/2019	WINKENWERDER, JERRY PLUMBING PERMIT	425 KINKAID 900 - PLUMBING PERMITS	PALLIED PALLIED	AE:PLUMBING DUE TO LEVELING PLB 0.00	70.00
1900092 BLD	2/05/2019 2/05/2019	DIAMOND SHAMROCK # 719 BUILDING PERMIT	405 E BOLING HWY 322 - SERVICE STATIONS & RE	BBEAR BBEAR	UPGRADE FUEL SYSTEM 90,000.00	BLD 760.00
1900093 BLD-E	2/06/2019 2/06/2019	MANN, GARLAND BUILDING (E) PERMIT	113 W MULBERRY A 300 - BUILDING-ELECTRICAL	EJ&J EJ&J	AE:PARTIAL INTERIOR REWIRE 3,800.00	BLD-E 46.00

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 2/01/2019 THRU 2/28/2019

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

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

STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
1900097 BLD	2/07/2019 2/07/2019	HERNANDEZ, CRESCENCIO BUILDING PERMIT	317 BOATWRIGHT 442 - NONRESIDENTIAL ACCESS	OWNER OWNER	AE:PREFAB METAL CARPORT 2,500.00	BLD 239.00
1900098 BLD	2/07/2019 2/07/2019	HERNANDEZ, CRESCENCIO BUILDING PERMIT	317 BOATWRIGHT 400 - ADDITIONS, ALTERATION	OWNER OWNER	AE:CONSTRUCT FRONT DECK 8,000.00	BLD 474.00
1900099 DEV	2/07/2019 2/07/2019	HERNANDEZ, CRESCENCIO DEVELOPMENT PERMIT	317 BOATWRIGHT DEV - DEVELOPMENT PERMIT	OWNER OWNER	AE:CONSTRUCT DECK/CARPORT 0.00	DEV 50.00
1900100 PLB	2/07/2019 2/07/2019	HALE, JO PLUMBING PERMIT	601 N RUSK 900 - PLUMBING PERMITS	PMASON PMASON	ADDING WATER LINE 0.00	PLB 30.00
1900101 MOW	2/07/2019 2/07/2019	PINEDA, FLORENTINO G MOWING	532 E ELM MOWING - WEDDY LOTS/MOWING	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
1900102 MOW	2/07/2019 2/07/2019	GRUDZIECKE, VIRGINIA & JOHN MOWING	323 S EAST AVE MOWING - WEDDY LOTS/MOWING	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
1900103 PLB	2/07/2019 2/07/2019	HUDGINS, MERLE PLUMBING PERMIT	798 BREEZY 900 - PLUMBING PERMITS	PSEAMANPLU PSEAMANPLU	NEW PLUMBING FOR RESIDENCE 0.00	PLB 135.00
1900104 PLB	2/08/2019 2/08/2019	WILLIAMSBURG DOVE LLC PLUMBING PERMIT	115 E BOLING HWY 900 - PLUMBING PERMITS	PNEM PNEM	PLUMBING FOR NEW BUSINESS 0.00	PLB 100.00
1900105 BLD	2/08/2019 2/08/2019	MUNOZ, DINO BUILDING PERMIT	1205 COLLEGE 435 - RESIDENTIAL REMODELS	OWNER OWNER	REPLACE 4 FRONT WINDOWS 640.00	BLD 25.00
1900106 BLD	2/08/2019 2/08/2019	GUTTENBERGER, GUY BUILDING PERMIT	214 W BELLE 434 - RESIDENTIAL	OWNER OWNER	AE:INSTALL INSULATION & SHE 2,500.00	BLD 39.00
1900107 BLD-E	2/08/2019 2/08/2019	GUTTENBERGER, GUY BUILDING (E) PERMIT	214 W BELLE 300 - BUILDING-ELECTRICAL	EGULF EGULF	AE:INSTALL LIGHTS/SWITCHES 350.00	BLD-E 25.00
1900108 PLB	2/11/2019 2/11/2019	ROSNIAK, JOHNNIE PLUMBING PERMIT	500 W CANEY 900 - PLUMBING PERMITS	OWNER OWNER	HOMESTEAD:NEW WATER LINE 0.00	PLB 35.00
1900109 BLD	2/11/2019 2/11/2019	BLACK, CLIFTON BUILDING PERMIT	816 N RESIDENT 435 - RESIDENTIAL REMODELS	OWNER OWNER	CONSTRUCT 11X11 CLOSET 9,075.00	BLD 110.00

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 2/01/2019 THRU 2/28/2019

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

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

STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
1900113 MEC	2/11/2019 2/11/2019	RED RIVER PLACE APT.S MECHANICAL PERMIT	1821 RED RIVER 800 - MECHANICAL PERMITS	MA-1 A/C MA-1 A/C	BLDG 1304:1.5TON UNIT/AIR H MEC 2,000.00	45.00
1900114 MEC	2/11/2019 2/11/2019	RED RIVER PLACE APT.S MECHANICAL PERMIT	1821 RED RIVER 900 - PLUMBING PERMITS	MA-1 A/C MA-1 A/C	BLDG 1002:1.5TON UNIT/AIR H MEC 2,000.00	45.00
1900115 BLD	2/12/2019 2/12/2019	WEBSTER, DANIEL & ELISA BUILDING PERMIT	312 BOATWRIGHT 434A - TEMPORARY MOBILE STR	OWNER OWNER	AE:VARIANCE TEMP. RV/TRAVEL BLD 1.00	0.00
1900116 PLB	2/12/2019 2/12/2019	CITY OF WHARTON PLUMBING PERMIT	708 BRANCH 900 - PLUMBING PERMITS	PBLUE PBLUE	AE:NEW PLUMBING 0.00	0.00
1900117 PLB	2/12/2019 2/12/2019	CITY OF WHARTON PLUMBING PERMIT	712 BRANCH 900 - PLUMBING PERMITS	PBLUE PBLUE	AE:NEW PLUMBING 0.00	0.00
1900118 MEC	2/12/2019 2/12/2019	LUTJENS, DAPHINE MECHANICAL PERMIT	1426 PARK LANE 800 - MECHANICAL PERMITS	MBEED MBEED	INSTALL MINI-SPLIT SYSTEM 3,475.00	60.00
1900119 MEC	2/12/2019 2/12/2019	ST. JOHN'S LUTHERAN CHURCH MECHANICAL PERMIT	613 PECAN 900 - PLUMBING PERMITS	MBEED MBEED	INSTALL MIN-SPLIT SYSTEM 3,425.00	60.00
1900120 SIG	2/12/2019 2/12/2019	WILLIAMSBURG DOVE LLC SIGN PERMIT	115 E BOLING HWY 330 - SIGNS	SEXTREME SEXTREME	TEMP. 4X8 BANNER SIGN 1.00	0.00
1900121 BLD	2/12/2019 2/12/2019	WCJC PRACTICE FIELD BUILDING PERMIT	2012 PIONEER 328 - OTHER NONRESIDENTIAL	BBLS BBLS	AE:REMODEL RESTROOMS 40,000.00	372.50
1900122 BLD	2/13/2019 2/13/2019	GOMEZ, JOSE LUIS BUILDING PERMIT	713 E WAYSIDE 435 - RESIDENTIAL REMODELS	OWNER OWNER	AE:INSULATION / SHEETROCK M BLD 3,000.00	39.00
1900123 BLD-E	2/13/2019 2/13/2019	GRUDZIECKE, VIRGINIA & JOHN BUILDING (E) PERMIT	324 WASHINGTON 700 - ELECTRICAL PERMITS	ESPITACULA ESPITACULA	AE:REATTACH ELECTRICAL SERV BLD-E 75.00	25.00
1900124 BLD-E	2/14/2019 2/14/2019	FRANKS, CHRISTINE BUILDING (E) PERMIT	602 KOEHL 300 - BUILDING-ELECTRICAL	EA BETTER EA BETTER	AE:METER LOOP & SERVICE 125.00	25.00
1900125 BLD-E	2/14/2019 2/14/2019	WEBSTER, DANIEL & ELISA BUILDING (E) PERMIT	312 BOATWRIGHT 300 - BUILDING-ELECTRICAL	EEL CAMPO EEL CAMPO	AE:T-POLE FOR RV (VARIANCE) BLD-E 8,000.00	0.00

PROJECTS: 0 -ZZZZZZZZZZ
 APPLIED DATES: 2/01/2019 THRU 2/28/2019
 ISSUED DATES: 0/00/0000 THRU 99/99/9999 USE SEGMENT DATES
 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
 STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
1900129 BLD	2/14/2019 2/14/2019	SEGREST, DIANNE BUILDING PERMIT	124 W FIRST 439 - ROOFING	BMATA BMATA	REROOF W/30 YR 4,500.00	BLD 53.00
1900130 MEC	2/14/2019 2/14/2019	GURKIN, MYSTAN MECHANICAL PERMIT	613 WALNUT 800 - MECHANICAL PERMITS	MROBERSON MROBERSON	REPLACE 4TON AC CONDENSER 7,600.00	MEC 80.00
1900131 BLD-E	2/14/2019 2/14/2019	HOBBS, RONALD D BUILDING (E) PERMIT	303 E WAYSIDE 300 - BUILDING-ELECTRICAL	EBARBEE EBARBEE	AE:REWIRE HOUSE FROM HARVEY 3,500.00	BLD-E 46.00
1900132 MEC	2/15/2019 2/15/2019	CITY OF WHARTON MECHANICAL PERMIT	708 BRANCH 800 - MECHANICAL PERMITS	MSALYER'S MSALYER'S	AE:INSTALL NEW A/C SYSTEM 5,100.00	MEC 0.00
1900133 MEC	2/15/2019 2/15/2019	CITY OF WHARTON MECHANICAL PERMIT	712 BRANCH 800 - MECHANICAL PERMITS	MSALYER'S MSALYER'S	AE:INSTALL NEW A/C SYSTEM 5,100.00	MEC 0.00
1900134 MOW	2/15/2019 2/15/2019	HERNANDEZ, BRANDON MOWING	507 MOUTRAY MOWING - WEDDY LOTS/MOWING	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
1900135 BLD	2/18/2019 2/18/2019	MATTHEWS, FELICIA BUILDING PERMIT	519 E EMILY 331 - CONCRETE APPLICATIONS	BD&A DEMO BD&A DEMO	AE:5711SQFT DRIVEWAY 37,892.85	BLD 284.00
1900136 BLD	2/18/2019 2/18/2019	VALDEZ JR, JOSE J BUILDING PERMIT	1221 WISTERIA 432 - LEVELING	BSOUTH BSOUTH	AE:LEVELING ADD 22 PILINGS 6,000.00	BLD 60.00
1900137 BLD	2/18/2019 2/18/2019	ZAMUDIO-GARCIA, PATRICIA BUILDING PERMIT	604 MURPHY 441 - RESIDENTIAL ACCESSORY	BWHARTON P BWHARTON P	AE:10'X16' STORAGE BLDG 2,797.18	BLD 39.00
1900138 DEV	2/18/2019 2/18/2019	ZAMUDIO-GARCIA, PATRICIA DEVELOPMENT PERMIT	604 MURPHY DEV - DEVELOPMENT PERMIT	BWHARTON P BWHARTON P	AE:10'X16' STORAGE BLDG 2,797.18	DEV 50.00
1900139 MOW	2/18/2019 2/18/2019	GOMEZ, ALEJANDRO N MOWING	522 E ELM MOWING - WEDDY LOTS/MOWING	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
1900140 BLD-E	2/18/2019 2/18/2019	DUTCHER, JAMES BUILDING (E) PERMIT	508 LAZY LANE 300 - BUILDING-ELECTRICAL	EH&M ELEC EH&M ELEC	REWIRE/INSTALL 200AMP SERVI 6,500.00	BLD-E 67.00
1900141 BLD	2/19/2019 2/19/2019	PRICE, ROBERT & DELPHA BUILDING PERMIT	809 E MULBERRY 432 - LEVELING	LCOASTAL LCOASTAL	AE:LEVEL STRUCTURE 3,000.00	BLD 39.00

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 2/01/2019 THRU 2/28/2019

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

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

STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
1900145 MEC	2/20/2019 2/20/2019	CITY OF WHARTON MECHANICAL PERMIT	517 BRANCH 800 - MECHANICAL PERMITS	MSALYER'S MSALYER'S	AE:NEW 2TON A.C SYSTEM 5,100.00	MEC 0.00
1900146 BLD	2/20/2019 2/20/2019	SCOTT, CARLTON BUILDING PERMIT	1601 HARRIS 332 - FLOOD-RESIDENTIAL	CBCMS CBCMS	AE:INSULATION,S/R,TEXTURE,P BLD 25,300.00	200.00
1900147 BLD-E	2/20/2019 2/20/2019	SAN MIGUEL, JESSE BUILDING (E) PERMIT	2713 N FULTON 300 - BUILDING-ELECTRICAL	EMARGON EMARGON	AE:NEW 125 AMP SERVICE & OU BLD-E 6,800.00	67.00
1900148 BLD-E	2/20/2019 2/20/2019	ALVAREZ, NICOLE BUILDING (E) PERMIT	417 FRANKIE 300 - BUILDING-ELECTRICAL	EH&M ELEC EH&M ELEC	AE:NEW 125AMP SERVICE 800.00	BLD-E 25.00
1900149 BLD-E	2/20/2019 2/20/2019	WILLIAMSBURG DOVE LLC BUILDING (E) PERMIT	115 E BOLING HWY 300 - BUILDING-ELECTRICAL	EM.I.R. EM.I.R.	AE:REPLACE SERVICE DISCONNE 485.00	BLD-E 25.00
1900150 BLD-E	2/20/2019 2/20/2019	CITY OF WHARTON BUILDING (E) PERMIT	1017 W CANEY 300 - BUILDING-ELECTRICAL	EEL CAMPO EEL CAMPO	AE:ALL NEW ELECTRICAL 8,000.00	BLD-E 0.00
1900151 BLD	2/21/2019 2/21/2019	DIAMOND SHAMROCK #719 BUILDING PERMIT	405 E BOLING HWY 439 - ROOFING	BFIRSTCALL BFIRSTCALL	REMOVE & REPLACE ROOF PANEL BLD 5,500.00	60.00
1900152 BLD	2/22/2019 2/22/2019	PARTLOW, NANCY BUILDING PERMIT	201 LINN 435 - RESIDENTIAL REMODELS	BMARTINEZ BMARTINEZ	GARAGE:SIDING, PAINT ONLY 4,800.00	BLD 53.00
1900153 DEM	2/22/2019 2/22/2019	R, MANUEL DEMOLITIONS PERMIT	513 E MILAM 600 - DEMOLITIONS AND RAZIN	OWNER OWNER	DEMOLITION 552SQFT 1.00	DEM 50.00
1900154 MEC	2/25/2019 2/25/2019	BALLENGER YATES INVESTMENTS MECHANICAL PERMIT	2011 WILLOWBEND 800 - MECHANICAL PERMITS	MALL ABOUT MALL ABOUT	3TON CONDENSER REPLACEMENT 4,298.26	MEC 65.00
1900155 PLB	2/25/2019 2/25/2019	WHATABURGER, INC. PLUMBING PERMIT	10319 US 59 HWY 900 - PLUMBING PERMITS	PBEST PLUM PBEST PLUM	INSTALL BACKFLOW PREVENTER 0.00	PLB 27.00
1900156 BLD	2/25/2019 2/25/2019	MALDONADO, APOLONIO H BUILDING PERMIT	1210 WISTERIA WAY 331 - CONCRETE APPLICATIONS	BLOREDO BLOREDO	AE:18X33 CONCRETE PATIO 2,800.00	BLD 39.00
1900157 BLD-E	2/25/2019 2/25/2019	DONUT SHOP/NEAV CHUON BUILDING (E) PERMIT	2117 N RICHMOND 700 - ELECTRICAL PERMITS	OWNER OWNER	AE:REBUILD SER 3 PH TO SING 1,400.00	BLD-E 32.00

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 2/01/2019 THRU 2/28/2019

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

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

STATUS: ALL

PROJECT SEGMENT	ISSUE DATE SEGMENT DT	NAME DESCRIPTION	LOCATION BUILDING CODE	CONTRACTOR SEG. CONT.	DESCRIPTION VALUATION	PROJ TYPE FEE
1900160 BLD-E	2/25/2019 2/25/2019	SLIEPKA, JOE BUILDING (E) PERMIT	507 OGDEN 300 - BUILDING-ELECTRICAL	EZIMMER EZIMMER	NEW 120/240V, PLUGS, LIGHTS 22,577.97	BLD-E 179.00
1900161 BLD-E	2/25/2019 2/25/2019	DIAMOND SHAMROCK # 719 BUILDING (E) PERMIT	405 E BOLING HWY 700 - ELECTRICAL PERMITS	EBNA EBNA	NEW ELEC FOR UNDERGD FUEL 6,000.00	BLD-E 60.00
1900162 BLD	2/26/2019 2/26/2019	CITY OF WHARTON BUILDING PERMIT	1302 HARRIS 101 - NEW RESIDENTIAL CONST	BWHARTON R BWHARTON R	AE:NEW 1090SQFT CONSTRUCTIO 125,000.00	BLD 0.00
1900163 DEV	2/26/2019 2/26/2019	CITY OF WHARTON DEVELOPMENT PERMIT	1302 HARRIS DEV - DEVELOPMENT PERMIT	BWHARTON R BWHARTON R	NEW 1090SQFT CONSTRUCTION 0.00	DEV 0.00
1900164 MEC	2/26/2019 2/26/2019	REDDY PARTNERSHIP/BRIAR POI MECHANICAL PERMIT	1610 BRIAR LANE 800 - MECHANICAL PERMITS	MSEGOVIANS MSEGOVIANS	BLDG ABC:NEW 745MBTU BIOLER MEC 7,866.95	MEC 97.00
1900166 MOW	2/26/2019 2/26/2019	MARTINEZ, MIGUEL MOWING	1216 W CANEY MOWING - WEDDY LOTS/MOWING	OWNER OWNER	WEEDY LOT 0.00	MOW 0.00
1900167 PLB	2/27/2019 2/27/2019	JANIK, TAMMIE PLUMBING PERMIT	911 MERRY LANE 900 - PLUMBING PERMITS	PGOLD PGOLD	UB FOR H2O TO FOR POOL 0.00	PLB 23.50
1900168 BLD	2/27/2019 2/27/2019	MATTHEWS, ROY BUILDING PERMIT	1120 W MILAM 435 - RESIDENTIAL REMODELS	BJJ CONSTR BJJ CONSTR	AE:INTERIOR REPAIRS 15,500.00	BLD 130.00
1900169 BLD	2/27/2019 2/27/2019	CORNWELL, TOM & WENDY BUILDING PERMIT	707 N FULTON 435 - RESIDENTIAL REMODELS	BCORNWELL BCORNWELL	ROOF, INTERIOR REMODEL, WINDO 27,000.00	BLD 207.00
1900170 PLB	2/28/2019 2/28/2019	REDDY PARTNERSHIP/BRIAR POI PLUMBING PERMIT	1610 BRIAR LANE 900 - PLUMBING PERMITS	PSTEVEN PSTEVEN	GAS TEST FOR BOILER 0.00	PLB 30.00
1900171 BLD	2/28/2019 2/28/2019	NORRIS, ERICKA BUILDING PERMIT	424 W BURLESON 439 - ROOFING	BMID-COAST BMID-COAST	AE:REMOVE/REPLACE ROOF 4,403.00	BLD 53.00
*** TOTALS ***		NUMBER OF PROJECTS: 90		VALUATION:	613,342.31 FEES:	6,133.00

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 2/01/2019 THRU 2/28/2019

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

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

STATUS: ALL

*** SEGMENT RECAP ***

PROJECT SEGMENT - DESCRIPTION	# OF SEGMENTS	VALUATION	FEE
BLD - BUILDING PERMIT	31	473,314.95	3,836.50
BLD-E - BUILDING (E) PERMIT	19	76,312.97	782.00
DEM - DEMOLITIONS PERMIT	3	1.00	150.00
DEV - DEVELOPMENT PERMIT	4	2,797.18	150.00
MEC - MECHANICAL PERMIT	15	58,415.21	697.00
MOW - MOWING	5	0.00	0.00
PLB - PLUMBING PERMIT	12	0.00	480.50
SIG - SIGN PERMIT	2	2,501.00	37.00
*** TOTALS ***	91	613,342.31	6,133.00

PROJECTS: 0 -ZZZZZZZZZZ

APPLIED DATES: 2/01/2019 THRU 2/28/2019

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

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

STATUS: ALL

*** BUILDING CODE RECAP ***

BUILDING CODE - DESCRIPTION	# OF PROJECTS	# OF SEGMENTS	VALUATION	FEES
101 - NEW RESIDENTIAL CONSTRUCTION	1	1	125,000.00	0.00
300 - BUILDING-ELECTRICAL	16	16	68,837.97	665.00
322 - SERVICE STATIONS & REPAIR GARAGES	1	1	90,000.00	760.00
328 - OTHER NONRESIDENTIAL BUILDINGS	1	1	40,000.00	372.50
329 - STRUCTURES OTHER THAN BUILDINGS	2	2	1,800.00	57.00
330 - SIGNS	1	2	2,501.00	37.00
331 - CONCRETE APPLICATIONS	4	4	45,292.85	394.00
332 - FLOOD-RESIDENTIAL	1	1	25,300.00	200.00
400 - ADDITIONS, ALTERATIONS & CONVERSION	1	1	8,000.00	474.00
432 - LEVELING	3	3	21,800.00	208.00
434 - RESIDENTIAL	1	1	2,500.00	39.00
434A - TEMPORARY MOBILE STRUCTURE	1	1	1.00	0.00
435 - RESIDENTIAL REMODELS	8	8	65,901.00	649.00
435A - COMMERCIAL REMODELS	1	1	5,000.00	53.00
439 - ROOFING	4	4	37,422.92	352.00
441 - RESIDENTIAL ACCESSORY BUILDINGS	1	1	2,797.18	39.00
442 - NONRESIDENTIAL ACCESSORY BUILDINGS	1	1	2,500.00	239.00
600 - DEMOLITIONS AND RAZING OF BUILDINGS	1	1	1.00	50.00
645 - RESIDENTIAL STRUCTURE DEMOLITION	2	2	0.00	100.00
700 - ELECTRICAL PERMITS	3	3	7,475.00	117.00
800 - MECHANICAL PERMITS	13	13	52,990.21	592.00
900 - PLUMBING PERMITS	14	14	5,425.00	585.50
DEV - DEVELOPMENT PERMIT	4	4	2,797.18	150.00
MOWING - WEDDY LOTS/MOWING	5	5	0.00	0.00
*** TOTALS ***	90	91	613,342.31	6,133.00

SELECTION CRITERIA

REPORT SELECTION

PROJECT RANGE FROM: 0 THROUGH ZZZZZZZZZZ
PROJECT STATUS: All
CONTRACTOR: All
PROJECT TYPE: All
SEGMENT: All
VALUATION RANGE FROM: 0.00 THROUGH 999,999,999.99

PROJECT DATES

APPLIED RANGE FROM: 02/01/2019 THROUGH 02/28/2019
ISSUED RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: YES
EXPIRE RANGE FROM: 00/00/0000 THROUGH 99/99/9999
USE SEGMENT DATES: NO

PRINT OPTIONS

TOTALS ONLY: NO
INCLUDE SEGMENTS: YES
COMMENT CODES: None

*** END OF REPORT ***

Monthly Report Feb-19

Manager: Makyla Monroe

<u>Room</u>	<u>Rentals</u>	<u>\$Amount</u>	<u>YTD</u>
Main Hall	5	\$ 5,651.00	\$ 18,941.00
Pre-Function	1	\$ -	\$ 180.00
O'Quinn	9	\$ 770.00	\$ 4,004.12
MTG A	1	\$ 75.00	\$ 225.00
MTG B	6	\$ -	\$ 150.00
Duncan Aud	5	\$ 315.00	\$ 2,236.00
Total	27	\$ 6,811.00	\$ 25,736.12

Room Rentals

<u>Date</u>	<u>Room</u>	<u>Organization</u>	<u>\$Fee</u>	<u>LOSS</u>
2/2/19	OQ	Brittany Taylor	\$ 200.00	
2/2/19	MH	Senior Serve	\$ 840.00	
2/4/19	MTGA	Wharton County Recovery		\$ 40.00
2/6/19	OQ	Rotary	\$ 120.00	
2/7/19	MTGA	West End Initiative		\$ 40.00
2/7/19	DA	Lions Club	\$ 75.00	
2/7/19	MTGA	Wharton County Recovery		\$ 40.00
2/9/19	DA	Elizabeth Rodriguez	\$ 140.00	
2/9/19	OQ	Wharton West End		\$ 40.00
2/12/19	OQ	Pilot Club	\$ 75.00	
2/13/19	OQ	Rotary	\$ -	
2/13/19	MTGB	Joey Pennington		\$20.00
2/14/19	OQ	Lions Club	\$ -	
2/14/19	DA	Edward Jones	\$ 100.00	
2/14/19	MH	Mayors Committee Dance		\$ 700.00
2/16/19	MH	Lions Club	\$ 1,100.00	
2/19&20/ 2019	Entire Facility	LCRA	\$ 2,211.00	
2/20/19	OQ	Rotary	\$ -	
2/21/19	OQ	United Health Care	\$ 135.00	
2/21/19	DA	Lions Club	\$ -	
2/21/19	MTGA	DNA	\$ 75.00	
2/23/19	OQ	Nijia Garcia	\$ 240.00	
2/23/19	MH	Jennifer Ferrer	\$ 1,500.00	
2/24/19	MTGB	CPR		\$ 120.00
2/26/19	OQ	Pilot Club	\$ -	
2/27/19	OQ	Rotary	\$ -	
2/27/19	MTGB	Joey Pennington		\$ 20.00
2/28/19	DA	Lions Club	\$ -	
Total			\$6,811.00	\$ 1,020.00



City of Wharton

Office of Emergency Management

1924 N. Fulton Wharton, TX 77488

Phone (979) 532-2941 x 570 Fax (979) 532-2213

Date: March 11, 2019

To: Mr. Andres Garza

From: Stephen Johnson

Re: Monthly Report – January 2019

GRANTS:

Grants 2017

HSGP Grant 2017

Grant request was prepared and submitted for the purchase of 52 portable radios through Wharton County to equip patrol officers for Wharton County Sheriff, Wharton PD, and El Campo PD. This grant has been approved through the Regional Homeland Security Coordinating Committee for \$198,000.00. The review has been submitted to the Office of the Governor and we are awaiting fund release.

Grant funding has been released and the radios have been ordered from Motorola.

Chargers have been received awaiting delivery of radios and batteries.

SHSP Grant 2016

Supplement funds were released to provide and additional \$4159.40 in grant funds to allow the Police Department to obtain additional funds to complete grant request for Response Team Gear.

The funding for the supplemental funding has been released and the Police Department has been notified.

Equipment has been ordered by Police Department.

Equipment was received and paid for. Reimbursement has been received.

RECOVERY

Attended numerous meeting with FEMA, Government Land Office, Wharton County Recovery Team, Wharton West End Initiative and other recovery agencies.

TRAINING, Presentations and projects.

Attended conference call with USACE Galveston District on Levee Project.

Participated in WEB EOC monthly drill that have been scheduled monthly for WEBEOC users.

Started project to review and modify Emergency Operations Plans with Department Heads and other related personnel responsible for plans.

700MHz radio system:

Continue to provide training and programming for Wharton FD and Wharton EMS as well as East Wharton County Fire Depts. Updating the radio code plugs to include Consolettes and new template updates.

Ordered radio firmware updates for mobile radios for WPD, WFD and Wharton EMS, awaiting receipt.

Committees:

Preparing, tracking and updating local weather information using radio, local newspaper, email, Social Media, and the Cities Emergency Callback system.

Updating NIMS training records.

Monitoring present, past and future grant requests.

Attended monthly meetings with Oak Bend Hospital Emergency Management Staff



City of Wharton

Office of Emergency Management

1924 N. Fulton Wharton, TX 77488

Phone (979) 532-2941 x 570 Fax (979)532-2213

Date: March 11, 2019

To: Mr. Andres Garza

From: Stephen Johnson

Re: Monthly Report – February 2019

GRANTS:

Grants 2017

HSGP Grant 2017

Grant request was prepared and submitted for the purchase of 52 portable radios through Wharton County to equip patrol officers for Wharton County Sheriff, Wharton PD, and El Campo PD. This grant has been approved through the Regional Homeland Security Coordinating Committee for \$198,000.00. The review has been submitted to the Office of the Governor and we are awaiting fund release.

Grant funding has been released and the radios have been ordered from Motorola.

Radios have been received, inventoried, programmed and are in use.

HSGP Grant 2019

Grant request was prepared and submitted for a Satellite Dish for Internet Connectivity to the Office of the Governor, Homeland Security Division. This equipment will allow the Emergency Response trailer to have larger bandwidth to accommodate more programs and interconnectivity with regional partners. This is a 100% grant and will be presented to the Regional Homeland Security Council on March 20, 2019.

RECOVERY

Attended numerous meeting with FEMA, Government Land Office, Wharton County Recovery Team, Wharton West End Initiative and other recovery agencies.

TRAINING, Presentations and projects.

Attended conference call with USACE Galveston District on Levee Project.

Participated in WEB EOC monthly drill that have been scheduled monthly for WEBEOC users.

Started project to review and modify Emergency Operations Plans with Department Heads and other related personnel responsible for plans.

700MHz radio system:

Continue to provide training and programming for Wharton FD and Wharton EMS as well as East Wharton County Fire Depts. Updating the radio code plugs to include Consolettes and new template updates.

Ordered radio firmware updates for mobile radios for WPD, WFD and Wharton EMS, awaiting receipt.

Committees:

Preparing, tracking and updating local weather information using radio, local newspaper, email, Social Media, and the Cities Emergency Callback system.

Updating NIMS training records.

Monitoring present, past and future grant requests.

Attended monthly meetings with Oak Bend Hospital Emergency Management Staff

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

INTERDEPARTMENTAL MEMO

DATE: MARCH 4, 2018
TO: ANDRES GARZA
FROM: JOHN KOWALIK
RE: FEBRUARY REPORT

Mr. Garza,

Attached is the monthly report for February. Should you have any questions please feel free to call.

Thank you,

A handwritten signature in black ink, appearing to be 'JK', is written over the printed name of John Kowalik.

John Kowalik, Director WEMS

CITY OF WHARTON
ESD 3 RESPONSE REPORT
FISCAL YEAR 2017-18 COMPARED WITH 2018-19

Month of Service	Resp Per mon	Emerg Resp	Non Emerg	No Loads	Transfers	911 OOCT	911 OBW
Oct-17	302	166	0	136	0	107	0
Nov-17	294	160	0	134	0	107	0
Dec-17	282	150	0	132	0	89	0
Jan-18	295	157	0	138	0	97	0
Feb-18	244	125	0	119	0	80	0
Mar-18	287	147	0	140	0	92	0
Apr-18	272	161	0	111	0	108	0
May-18	268	151	0	117	0	84	0
Jun-18	239	151	0	88	0	53	85
Jul-18	248	160	0	88	2	40	117
Aug-18	247	151	0	96	0	43	104
Sep-18	270	156	1	113	4	33	119
Totals	3248	1835	1	1412	6	933	425

Month of Service	Resp Per mon	Emerg Resp	Non Emerg	No Loads	Transfers	911 OOCT	911 OBW	Flights
Oct-18	285	172	0	110	10	38	125	2
Nov-18	264	137	0	113	14	37	94	6
Dec-18	263	156	1	103	4	35	115	4
Jan-19	247	133	0	114	4	27	102	0
Feb-19	226	134	0	90	2	35	96	3
Mar-19								
Apr-19								
May-19								
Jun-19								
Jul-19								
Aug-19								
Sep-19								
Totals	1285	732	1	530	34	172	532	15

132 less calls than last year.

Yearly Totals	Mon. Avg.	Mon. Avg.
---------------	-----------	-----------

1999/00	2769	230	2009/2010	3205	267
2000/01	2760	230	2010/2011	3208	267
2001/02	2491	207	2011/2012	3364	280
2002/03	2688	224	2012-2013	3253	271
2003/04	2784	232	2013-2014	3326	277
2004/05	2444	203	2014-2015	3770	314
2005/06	2874	239	2015-2016	3545	295
2006/07	2928	244	2016-2017	3490	291
2007/08	3309	275	2017-2018	3248	270
2008/09	3425	285	2018-2019	1285	257



City of Wharton

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

MEMORANDUM

Date: March 19, 2019
From: Paula Favors, City Secretary
To: Andres Garza, Jr., City Manager
Subject: Wharton Municipal Court Monthly Report

Please find attached the monthly report for Wharton Municipal Court for the month of February 2019.

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

City of Wharton Municipal Court Monthly Report

Description	Code	Amount	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19
Administration Fee	AF	\$10.00				\$ 20.00	
Arrest Fee	AR	\$5.00	\$ 582.94	\$ 527.08	\$ 427.04	\$ 329.88	\$ 544.83
Administration Fee	AF2	\$20.00	\$ 180.00	\$ 180.00	\$ 200.00	\$ 140.00	\$ 160.00
Court Technology Fund	CTF	\$4.00	\$ 490.35	\$ 449.68	\$ 361.61	\$ 273.05	\$ 479.90
Driving Safety Course Administrative Fee	DSC	\$10.00	\$ 180.00	\$ 150.00	\$ 100.00	\$ 110.00	\$ 100.00
Indigent Defense Fee	IDF	\$2.00	\$ 233.16	\$ 210.83	\$ 170.83	\$ 131.96	\$ 217.93
State Traffic Fee	STF - 5% SF	\$30.00	\$ 2,643.88	\$ 2,352.58	\$ 1,826.40	\$ 1,227.96	\$ 1,950.43
School Crossing Guard Program	CS	\$20.00					
Traffic Fee City	TFC	\$3.00	\$ 264.37	\$ 241.24	\$ 182.63	\$ 122.81	\$ 195.05
Child Safety	CS-2	\$25.00	\$ 629.26	\$ 360.73	\$ 174.00	\$ 31.68	\$ 167.95
Fine	FINE		\$ 11,189.35	\$ 10,239.78	\$ 7,483.20	\$ 6,260.45	\$ 12,749.70
Judicial Fee City	JFCI	\$0.60	\$ 69.92	\$ 63.26	\$ 51.25	\$ 39.59	\$ 65.37
Municipal Court Building Security	MCBS	\$3.00	\$ 349.73	\$ 322.24	\$ 256.20	\$ 197.95	\$ 326.91
State Jury Fee	SJRF	\$4.00	\$ 466.35	\$ 421.68	\$ 341.61		\$ 435.85
Time Payment Plan Local	TP-L	\$10.00	\$ 261.49	\$ 188.69	\$ 75.41	\$ 100.00	\$ 174.11
Time Payment Plan State	TP-S	\$12.50	\$ 326.86	\$ 235.86	\$ 94.25	\$ 125.00	\$ 217.66
Administration Fee	ADMIN	\$10.00	\$ 698.40	\$ 1,325.30	\$ 1,256.40	\$ 375.70	\$ 182.90
Consolidated Costs	CC04	\$40.00	\$ 4,663.39	\$ 4,216.85	\$ 3,416.15	\$ 263.91	\$ 4,358.66
Judicial Fee State	JFCT2	\$5.40	\$ 629.55	\$ 569.28	\$ 461.18	\$ 2,639.06	\$ 588.41
Time Payment Fee Local	TP-L-E	\$2.50	\$ 65.37	\$ 47.17	\$ 18.85	\$ 25.00	\$ 43.54
Warrant Fee	WRNTFE	\$50.00	\$ 450.00	\$ 513.39	\$ 50.00	\$ 250.00	\$ 1,150.00
Over Payment	OP					\$ 200.00	
Collection Agency Fee	COLAGY		\$ 136.77	\$ 225.81		\$ 131.70	\$ 1,074.24
Judicial Fee State	JFCT	\$3.40					
State Jury Fee	FEE	\$4.00					
State Indigent Fee	ST-IDF	\$2.00					
Corrections Management Inst.	CMI	\$0.50					
Comp to Victims of Crime Fund	CVC	\$15.00					
Juvenile Delinquency	JCD2	\$0.50					
Consolidated Court Costs	CCC	\$17.00					
Judicial Training	JCPT2	\$2.00				\$ 356.28	
Civil Justice Fee State - MVF	CJFS	\$0.09	\$ 7.39	\$ 6.62	\$ 5.37	\$ 0.42	\$ 5.39
Civil Justice Fee Court - MVF	CJFC	\$0.01	\$ 0.82	\$ 0.73	\$ 0.59	\$ 3.85	\$ 0.61
Fugitive Apprehension	FA	\$5.00					
Child Safety Seat	CSS	\$0.15					
Texas Seat Belt - Children	TXSBLT	50%	\$ 50.45	\$ 50.45		\$ 50.45	\$ 155.80

City of Wharton Municipal Court Monthly Report

Description	Code	Amount	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19
Truancy Prevention Fund	TPF	\$2.00	\$ 233.27	\$ 210.88	\$ 170.83	\$ 131.90	\$ 218.00
Restitution	RST						
Total			\$ 24,803.07	\$ 23,110.13	\$ 17,123.80	\$ 13,538.60	\$ 25,563.24
State Revenue			\$ 9,204.67	\$ 8,225.31	\$ 6,487.21	\$ 4,880.34	\$ 7,992.94
Less Service Fee			\$ 671.71	\$ 606.10	\$ 486.78	\$ 164.35	\$ 658.21
Total State Revenue			\$ 8,532.97	\$ 7,619.21	\$ 6,000.44	\$ 4,716.00	\$ 7,334.73
Monthly Separate Report							
Child Safety Seat	CSS	\$0.15	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Separate Report							
Texas Seat Belt - Children	TXSBLT	50%	\$ 50.45	\$ 50.45	\$ -	\$ 50.45	\$ 155.80
City Revenue			\$ 15,198.22	\$ 14,512.13	\$ 10,380.39	\$ 8,409.86	\$ 16,340.26
Collection Agency - Linebargar			\$ 136.77	\$ 225.81	\$ -	\$ 131.70	\$ 1,074.24
Grand Total			\$ 24,590.11	\$ 23,013.70	\$ 16,867.60	\$ 13,472.35	\$ 25,563.24
Traffic Non-Parking			186	135	132	112	145
Parking			2	0	0	0	0
Non-Traffic State Law			29	8	17	8	32
City Ordinance			41	4	9	15	10
Dispositions prior to Trial			6	3	2	0	5
Fined			6	3	2	0	5
Cases Dismissed			0	0	0	0	0
Dispositions dismissed by Prosecution			0	0	0	0	0
Dispositions at Trial			134	105	92	404	156
Finding of Guilty			127	96	87	54	135
Dismissed at Trial by Prosecution			7	9	5	350	21
Dismissed After Driver Safety Course			10	22	9	18	15
Dismissed After Deferred Disposition			8	10	4	8	15
Dismissed After Proof of Financial Responsibility			3	2	4	1	4
Dismissed Compliance			9	9	10	9	8
Community Service Ordered			0	0	0	0	0
Cases Appealed			0	0	0	0	5

City of Wharton Municipal Court Monthly Report

Description	Code	Amount	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19
Juvenile/Minor Transportation Code Cases Filed			1	1	1	2	5
Juvenile/Alcoholic Beverage Code			0	0	0	0	4
Juvenile - Non-Traffic			0	0	0	0	1
Search Warrants			0	0	0	0	0
Arrest Warrants Issued - Class C			76	2	16	0	51
Arrest Warrants Issued - Felonies, Class A & B			0	1	0	1	4
Magistrate - Class A & B			12	2	10	0	0
Magistrate - Felonies			22	9	6	0	0
Magistrate - Orders for Emergency Protection			0	0	1	0	0

Memorandum

To: Andres Garza Jr.
From: Chief Terry David Lynch
Date: 3/14/2019
Re: City Council Monthly Reports

Mr. Garza,

The attached report for the Wharton Police Department is for the month of February, for inclusion in the City Council packet.

Please contact me if you have any questions.

CONFIDENTIAL

Department Incident Activity Report

Date Reported: 02/01/2019 - 02/28/2019 |

Show Subclasses: True



WHARTON POLICE DEPARTMENT

1407 NORTH RICHMOND ROAD SUITE 100

WHARTON, TX 77488

979-532-3131 PHONE

979-532-1800 FAX

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
ABANDONED	1	0	1	0	0	0	1	100.0
Abandon Vehicle	1	0	1	0	0	0	1	100.0
ANIMAL CRUELTY	1	0	1	0	0	0	0	0.0
Animal Cruelty	1	0	1	0	0	0	0	0.0
ANIMAL PROBLEM	2	0	2	0	0	0	0	0.0
Animal Attack	2	0	2	0	0	0	0	0.0
ARSON	2	0	2	2	0	0	2	100.0
Arson, Motor Vehicle	1	0	1	1	0	0	1	100.0
Arson, Other Structure, Uninhabited	1	0	1	1	0	0	1	100.0
ASSAULT	16	0	16	5	9	1	16	100.0
Aggravated Assault, Nonfamily, Knife/Cut Instr	1	0	1	0	0	1	1	100.0
Assault - Injury To A Child	1	0	1	1	0	0	1	100.0
Retaliation	1	0	1	1	0	0	1	100.0
Simple Assault	9	0	9	3	5	0	9	100.0
Terroristic Threat	2	0	2	0	2	0	2	100.0
TERRORISTIC THREAT AGAINST FAMILY MEMBER	1	0	1	0	1	0	1	100.0
Unlawful Restraint	1	0	1	0	1	0	1	100.0
BURGLARY	1	0	1	1	0	0	1	100.0
Burglary, Unforced Entry Residence	1	0	1	1	0	0	1	100.0
CONTROLLED SUBSTANCE	7	0	7	7	0	0	7	100.0
Marijuana, Possession	4	0	4	4	0	0	4	100.0
Narcotic Equipment, Possession	2	0	2	2	0	0	2	100.0
Synthetic Narcotic, Possession	1	0	1	1	0	0	1	100.0
DAMAGED PROPERTY	2	0	2	0	0	0	2	100.0
Criminal Mischief	2	0	2	0	0	0	2	100.0
DOMESTIC PROBLEM	1	0	1	0	1	0	1	100.0
Family Offense, Other	1	0	1	0	1	0	1	100.0
DUI	1	0	1	1	0	0	1	100.0
Alcohol	1	0	1	1	0	0	1	100.0
FORGERY	2	0	2	0	0	0	0	0.0
Forgery Of Checks	1	0	1	0	0	0	0	0.0
Forgery Of Documents	1	0	1	0	0	0	0	0.0
HARASSMENT	2	0	2	0	0	0	0	0.0
Harassment, Other	2	0	2	0	0	0	0	0.0
MENTAL SUBJECT	3	0	3	0	0	0	0	0.0
Mental Subject	3	0	3	0	0	0	0	0.0
MISCELLANEOUS	5	0	5	0	2	0	3	60.0
INFORMATION	5	0	5	0	2	0	3	60.0

MISSING PERSON	1	0	1	0	1	0	1	100.0
Missing Person	1	0	1	0	1	0	1	100.0
OBSTRUCT JUSTICE	1	0	1	1	0	0	1	100.0
Violation Of A Court Order	1	0	1	1	0	0	1	100.0
PRIVACY VIOLATION	2	0	2	1	1	0	2	100.0
Criminal Trespass	2	0	2	1	1	0	2	100.0
PROPERTY	3	0	3	0	0	0	3	100.0
Found Property	3	0	3	0	0	0	3	100.0
PUBLIC INTOX	5	0	5	5	0	0	5	100.0
Public Intoxication	5	0	5	5	0	0	5	100.0
ROBBERY	1	0	1	1	0	0	1	100.0
Robbery, Other, Firearm	1	0	1	1	0	0	1	100.0
SEXUAL ASSAULT	2	0	2	1	0	0	1	50.0
Rape, Strongarm	1	0	1	1	0	0	1	100.0
Sexual Assault, Sodomy Boy Strongarm	1	0	1	0	0	0	0	0.0
THEFT	17	0	17	0	3	0	4	23.5
Larceny, From Building	3	0	3	0	0	0	0	0.0
Larceny, From Vehicle	7	0	7	0	1	0	2	28.6
Shoplifting	3	0	3	0	0	0	0	0.0
Theft Other	4	0	4	0	2	0	2	50.0
TRAFFIC (CRIMINAL VIOLATION)	5	0	5	5	0	0	5	100.0
Criminal Traffic Violation	5	0	5	5	0	0	5	100.0
TRAFFIC ACCIDENT	4	0	4	0	1	0	1	25.0
Hit/Run, Vehicle Damg	2	0	2	0	0	0	0	0.0
Traffic Accident, Injury	1	0	1	0	1	0	1	100.0
Traffic Accident, Vehicle Damage	1	0	1	0	0	0	0	0.0
TRAFFIC PROBLEM	1	0	1	1	0	0	1	100.0
Traffic Offense	1	0	1	1	0	0	1	100.0
TRESPASSING	1	0	1	1	0	0	1	100.0
Trespassing, Private Property	1	0	1	1	0	0	1	100.0
WARRANT	20	0	20	18	0	0	18	90.0
Local-Felony	3	0	3	3	0	0	3	100.0
Local-Misdemeanor	12	0	12	11	0	0	11	91.7
Other Warrant	2	0	2	2	0	0	2	100.0
Out Of County-Felony	2	0	2	2	0	0	2	100.0
Out Of County-Misdemeanor	1	0	1	0	0	0	0	0.0
Event Totals	109	0	109	50	18	1	78	71.6



City of Wharton
Public Works Department
1005 E. Milam Street ° Wharton, TX 77488
Phone (979) 532-2491 ext. 801 ° Fax (979) 531-1744

MEMORANDUM

Date: March 20, 2019
To: Andres Garza, Jr., City Manager
From: Robert Ewart, Interim Public Works Director
Subject: Public Works Monthly Report

The monthly report for the Public Works Department for February 20, 2019 through March 20, 2019 is as follows:

Streets

Asphalt all City streets
Maintenance all equipment
Mow and weed-eat all City right of ways
Street sweeper swept all City streets
Repair/Replace street and stop signs
Clean signs
Mowed at the Airport
Loaded concrete from curb and gutter project from old alamo yard and moved to back of wwtp #1
Smoothed out ruts on driveway at 1017 W. Caney for Damon Parker (new home)
Delivered and spread 1 cu yard of limestone at 807 E. Mulberry
Delivered and spread 10 cu yards of limestone at 408 E. Belle
Drained water from holes on side of Regional Medical Drive between Whataburger and Holiday Inn and filled holes in with limestone
Shaved shoulder of road on N. Walnut
Shaved shoulders on Hodges Lane
Shaved shoulders on Mockingbird Lane
Shaved shoulders on Briar Ln
Shaved shoulders on E. Caney St from Alabama Rd to N. East Ave
Shaved shoulders on E. Wayside between Abell St and Walnut
Delivered and spread 3 cu yards of limestone at 919 Maple
Trimmed tree limbs that were hitting buses on Colorado St at Cloud
Bladed Black Street and Ford St
Delivered and spread 1 cu yard of limestone at 1107 W. Caney
Placed delineators on Pioneer and Alabama Rd
Put up truck route signs at Boling Hwy and Alabama, Hwy 60 and Alabama and FM 1299
Delivered and spread 2 cu yards of limestone at 2510 N. Walnut
Took flex base to Fire Dept for a pad for dumpsters
Saw cut concrete in front of 700 N. Resident

Drainage

Cleaned catch basins during heavy rain
Ditch maintenance of the Santa Fe Ditch
Removed walkway in ditch at 808 E. Caney
Repaired pipe separation at 2726 Nelga
Installed 10 ft of 18 in culvert with a band and covered with 5 cu yards of limestone at 205 E. Ahldag
Installed 16 ft of 15 in culvert and covered with 6 cu yards of limestone at 2703 N. Fulton



City of Wharton

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

MEMORANDUM

Date: March 19, 2019
From: Selena Rios, Customer Service Clerk
To: Mr. Andres Garza, Jr., City Manager

Subject: January 2019 Monthly Water / Sewer Report

SEWER TREATED

Plant # 1 (S. East Ave.)	0.723	Million Gallons per Day Capacity 1.5 MGD
Plant # 2 (Highway 59)	0.217	Million Gallons per Day Capacity 0.5 MGD

DRINKING WATER PUMPED

Well # 1 (Alabama Road)	8.028	Million Gallons
Well # 2 (Cloud Street)	0	Million Gallons (under rehab)
Well # 3 (Alabama Road)	8.215	Million Gallons
Well # 4 (Valhalla Street)	18.295	Million Gallons

Re-Read & Check for Leak	11
Miscellaneous	22
Turn off for no deposit	0
OCC Chg-Read & Leave on	13
Turn off service	26
Turn on service	13
Reconnection	35
Check sewer backup	20
Water leak	4
Locate Lines	0
Meter Maintenance	0
Turn off for repairs	20
Check for leak @ meter	14
New Meter	1
Take off vacation	0
Put on vacation	3
Water/sewer taps	0
Pull Meter	0
Get reading - curr billing	8
Check for water pressure	0

Public Work Service Requests	25
Meter Information	0
Read Check after Billing	0
GRAND TOTALS	215



City of Wharton

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

MEMORANDUM

Date: March 19, 2019
From: Selena Rios, Customer Service Clerk
To: Mr. Andres Garza, Jr., City Manager

Subject: February 2019 Monthly Water / Sewer Report

SEWER TREATED

Plant # 1 (S. East Ave.)	0.817	Million Gallons per Day Capacity 1.5 MGD
Plant # 2 (Highway 59)	0.246	Million Gallons per Day Capacity 0.5 MGD

DRINKING WATER PUMPED

Well # 1 (Alabama Road)	8.934	Million Gallons
Well # 2 (Cloud Street)	0	Million Gallons (under rehab)
Well # 3 (Alabama Road)	7.787	Million Gallons
Well # 4 (Valhalla Street)	14.307	Million Gallons

Re-Read & Check for Leak	9
Miscellaneous	4
Turn off for no deposit	0
OCC Chg-Read & Leave on	10
Turn off service	14
Turn on service	31
Reconnection	18
Check sewer backup	21
Water leak	4
Locate Lines	1
Meter Maintenance	5
Turn off for repairs	10
Check for leak @ meter	6
New Meter	2
Take off vacation	3
Put on vacation	2
Water/sewer taps	0
Pull Meter	0
Get reading - curr billing	3
Check for water pressure	2

Public Work Service Requests	16
Meter Information	0
Read Check after Billing	0
GRAND TOTALS	161



City of Wharton

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

MEMORANDUM

Date: March 4, 2019

From: David Allen, Airport Manager

To: Andres Garza, Jr., City Manager

Subject: Wharton Regional Airport Fuel Report / Fuel Inventory February 2019.

	100LL B	100LL T	Jet A B	JetA T	Total
1			199	51.23	250.23
2	20				20
3					0
4	16.1		155		171.1
5				244.32	244.32
6					0
7					0
8			440	79	519
9				683	683
10	18	10.55			28.55
11	97.1	18.24			115.34
12					0
13	728.6				728.6
14		18.04		301.7	319.74
15	213.29		1,111		1324.29
16	18				18
17		30		227.97	257.97
18		30			30
19					0
20		32.17		301.46	333.63
21	8.99		204		212.99
22	8.99	20			28.99
23		118.3			118.3
24	15	27.38			42.38
25	120.66				120.66
26					0

28					0
29					0
30					0
31					0

Total	1288.73	304.68	2109	1888.68	5591.09
-------	---------	--------	------	---------	---------

100LL	7,129G
JetA	6,123G
Truck	
Usage	2,188G

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

City Council Communications

Meeting Date: 03/25/2019	Agenda Item: #26. Review & Consider: Wharton Economic Development Corporation :
<p>A. Wharton Economic Development Corporation Resolution No. 2019-01.</p> <p>Attached you will find the Wharton Economic Development Corporation Resolution No. 2019-01.</p> <p>Mr. Chad Odom will be present to answer any questions.</p>	
City Manager: Andres Garza, Jr.	Date: March 21, 2019
Approval:	
Mayor: Tim Barker	



March 18, 2019

City Manager Andres Garza, Jr.
120 E. Caney Street
Wharton, TX 77488

RE: Wharton Economic Development Corporation Resolution No. 2019-01

Dear Mr. Garza,

Attached please find WEDC Resolution No. 2019-01, approved by the Directors on March 18, authorizing WEDC to enter into an agreement Zarsky Acquisition Co., LLC dba Zarsky Lumber Co. for property improvements at 1106 North Richmond Road, Wharton, Texas.

Two readings of the Resolution are required by City Council. Please include the readings on the next two City Council Agendas.

Please feel free to contact our office if you should have any questions.

Sincerely,

Chad D. Odom, Executive Director

CO/kh

Enclosure

**WHARTON ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. 2019-01
A RESOLUTION AUTHORIZING WEDC TO ENTER INTO AN AGREEMENT
WITH ZARSKY ACQUISITION CO., LLC dba ZARSKY LUMBER CO FOR
PROPERTY IMPROVEMENTS**

Wharton Economic Development Corporation ("Corporation") is a non-profit corporation organized under the provisions of Article 5190.6, Section 4B, Vernon's Texas Civil Statutes as amended, and,

WHEREAS the Corporation will authorize the payment of \$20,000 to Zarsky Acquisition Col, LLC dba Zarsky Lumber Co ("ZARSKY") for property improvements, "(PROJECT)" and,

WHEREAS the funds will be distributed only upon completion of the PROJECT, and,

WHEREAS the standard performance agreement will be executed by Corporation and ZARSKY prior to any funding from Corporation to ZARSKY, and

WHEREAS the Corporation deems ZARSKY as necessary to future and current job creation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CORPORATION that;

The Corporation will make funds of \$20,000 available to ZARSKY to reimburse the costs of the PROJECT.

This resolution was adopted at a regular meeting of the Board of Directors of Corporation on March 18, 2019.

WHARTON ECONOMIC DEVELOPMENT CORPORATION, WHARTON, TEXAS

By: _____

Marshall Francis
President

ATTEST: _____

Michael Wootton
Secretary