

**MINUTES
OF
CITY OF WHARTON
REGULAR CITY COUNCIL MEETING
FEBRUARY 25, 2002**

Mayor Joel D. Williams declared a Regular Meeting duly open for the transaction of business at 7:03 p.m. Councilmember V. L. Wiley, Jr. led the opening devotion then Mayor Joel D. Williams led the pledge of allegiance.

Councilmembers present were: Mayor Joel D. Williams, Councilmembers V. L. Wiley, Jr., Ken Freese, Don Mueller, Domingo Montalvo, Jr., and Bryce D. Kocian.

Councilmember absent was: Jimmy Schulz.

Staff members present were: City Manager Andres Garza, Jr., Finance Director Joyce Vasut, Assistant to City Manager Jackie Wheeler, Community Services Director Jo Knezek and City Attorney Paul Webb; Police Chief Tim Guin, Building Official Ronnie Bollom, EMS Supervisor John Kowalik, and Public Works Director Phil Bush.

Visitors present were: Ron Sanders with Wharton Journal Spectator, Paul Daly with KULP, David Schroeder Executive Director of Wharton Economic Development Corporation (WEDCo), Debbie Williams, Amber Arbing, Robert Laitkep, Charlie Brown, and Rueil Taylor.

The second item on the agenda was Roll Call and Excused Absences. Councilmember Don Mueller made a motion to excuse Councilmembers Jimmy Schulz and Bryce D. Kocian from the Regular City Council meeting held February 25, 2002. Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

The third item on the agenda was Public Comments. No comments were given. No action was taken.

The fourth item on the agenda was Wharton Moment. No comments were offered during Wharton Moment. No action was taken.

The fifth item discussed on the agenda was the proclamations:

- A. Proclaiming the week of February 25, 2002 as Nan Ya Plastics Appreciation Week.
 - B. Proclaiming March 3-9, 2002, as Severe Weather Awareness Week in Wharton, Texas.
- Mayor Joel D. Williams publicly proclaimed the week of February 25, 2002 as Nan Ya Plastics Appreciation Week and March 3-9, 2002, as Severe Weather Awareness Week in Wharton, Texas. No action was taken.

The sixth item discussed on the agenda was the State of the City Address by Mayor Joel D. Williams. Mayor Joel D. Willams presented the State of the City Address as follows:

2002 STATE OF THE CITY ADDRESS

My fellow Whartonians, members of the Wharton City Council, employees of the City of Wharton, and media representatives, I am pleased and proud to declare to you this evening that the State of our City is both good and sound. It is good because we have methodically and systematically identified the challenges that lay before us and have devised plans to make these challenges our successes. It is sound because we have continued to make the financial integrity of our City paramount to our future.

In calendar year 2001, the City organization (City Council and Staff) continued its work to meet the many challenges that were set before it. Although the challenges were not as unique and extraordinary as those of the 1998 Flood, they were nonetheless as daunting. The City Council accomplished the task of adopting a City Budget for the 2001 –2002 fiscal year that provided the same level of service to the citizens without an increase to the tax rate or utility rates. I might add, the tax rate was decreased, although the decrease was insignificant from \$.60 to \$.595 per \$100 valuation. The City ended its September 30, 2001 fiscal year with its Comprehensive Annual Financial Report, as audited by its outside Auditor, Stephenson & Trlicek, showing an unqualified opinion and balances in the different funds as follows:

A.	General Fund	\$1,158,000
B.	Waterworks & Sewer System Fund	\$ 521,852
C.	Civic Center Fund	\$ 195,000
D.	Airport Fund	\$ 123,000
E.	Emergency Medical Service	\$ 53,000
F.	Debt Service Fund	\$ 223,000

The City of Wharton is in one of the best financial conditions it has ever been in many, many years. It is important to me to publicly congratulate City Manager Andres Garza, Jr., who in 1994 along with then Mayor Dr. Dennis Voulgaris, and the City Council that sat with him, began the trek to restore the City's financial picture to one of solvency. I also commend the members of the Council and Staff who have served since then and provided the energy and vision to allow the City to rise like the Phoenix of yore from those very ashes of insolvency. That methodical march has restored both financial integrity and credibility to City Hall. The fund balances are exclusive of the balance being carried by the Wharton Economic Development Corporation (WEDCo), a component unit of the City. This balance is estimated at approximately \$450,000 at this time. These funds are dedicated exclusively to assist the City in its Economic Development efforts.

Although the City issued long-term debt in October 2000, the City long-term debt has remained at a constant level and well within acceptable norms as discussed with our last two auditing firms. During the year the City was able to accelerate the closing out of the Tax

Abatement Reinvestment Zone Agreement thus bringing approximately sixteen million dollars of appraised property value onto the tax rolls three years ahead of schedule.

In addition to the City meeting its financial challenges of being fiscally responsible, it was also successful in obtaining several million dollars of federal funds for a variety of projects. The funds received are as follows:

A. U.S. Department of Commerce – Economic Development (EDA)	\$ 800,000
Texas Capital Fund -	\$ 750,000
Wastewater Treatment Plant No. 2 Improvement Project	
B. Texas Department of Transportation (TxDOT) Enhancement Program	\$1,030,000
Southern Pacific Railroad Depot Restoration Project	
C. Texas Department of Housing and Community Affairs	\$ 495,000
HOME Program (9 new homes to be built)	
D. Texas Department of Transportation – Aviation Division	\$1,000,000
Airport Improvement Project	
E. Texas Department of Transportation – Aviation Division	\$ 60,000
RAMP – Hangar Improvements	
TOTAL	\$4,135,000

These \$4,135,000 not only will shift direct costs away from our citizens but will also allow the City to provide the necessary infrastructure to further improve the local economy and to meet future development needs.

However, these are not all the funds that the City expects to receive. The City also has three pending applications with the Federal Emergency Management Administration (FEMA). They include: \$400,000 for public infrastructure and flood proofing; \$500,000 to mitigate private structures (homes) by assisting homeowners to elevate their houses; and \$500,000 to assist homeowners to rehabilitate their homes, as there are still property owners that have not fully recovered from the October 1998 flood.

By placing the City in a fiscally sound position, the City Council can now move forward in a very proactive manner.

In the year 2001, the City achieved many goals that were set before it. The City Council created a City Council Intergovernmental Relations Committee that has worked with the other governmental entities, especially the City of El Campo. By working together with the City of El Campo, the City was able to negotiate and execute an agreement with Wharton County for EMS services for those outside the City limits. Together with El Campo, we were able to execute a contract for EMS collections with an outside collection company saving both Cities on their collection costs. The City joined the newly created Texas Colorado River Floodplain Coalition to assist in floodplain development in the Colorado River Basin. Councilmember Domingo

Montalvo, Jr. provides the leadership to the Coalition whose legislative agenda Culminated the passage of Senate Bill 936 by the Texas Legislature giving local units of government the tools needed to further protect life and property.

The City is working with the Wharton Economic Development Corporation (WEDCo) and private citizens that served on a Steering Committee submitting an Empowerment Zone application to the U.S. Department of Agriculture. The Committee identified, through the public hearing process, community needs and developed a Strategic Plan that will be used to guide the City's future.

The City was also able to negotiate and approve a new cable T.V. franchise agreement with Charter Communications. The agreement, once fully implemented, will insure that the Wharton Cable T.V. customers will have the latest state of the art cable T. V. system including implications for all of our educational entities.

The City Council also took the initiative along with the Cities of Rosenberg and Missouri City, creating a political subdivision corporation, the Governmental Aggregation Project, Inc. under Senate Bill 7 of the Electric Deregulation Act to aggregate and purchase electric power. The City was successful in securing electric power service from Texas Utility (TXU), a Retail Electric provider that will save the City approximately 25% to 40% on its electrical costs.

In the year 2001, the City also completed over three miles of waterline replacement, in the MLK Waterline Replacement Project; the City replaced over 10,000 linear feet of waterline in the west side of the City. The line replacement allowed the installation of additional and much needed fire hydrants for the area. The Richmond Road Waterline Project placed over 6,500 linear feet of twelve-inch waterline. Not only did the line replacement allow for the construction of Richmond Road but it will also enable the future looping of the water system. The first phase of the loop will begin on Highway 59 and go north to Halford Road, then west on Halford Road to Walters Road, then south on Walters Road to connect where the Richmond Road waterline project ended. Adding utility service in this area of our City will provide the necessary infrastructure to ensure future development.

The City also has moved forward with promoting private investment at the airport. The contract with Dalton Investments, Inc. will set a precedent for future private/public partnerships to further develop the Wharton Regional Airport. The City also assisted with the construction of the Boys & Girls Club facility. By providing the necessary land and site preparation work, Team Wharton was able to complete the facility that will serve our young people for many years to come.

Although many accomplishments were made in 2001, I see many more opportunities and challenges in the years to come. Those include; the U.S. Army Corp of Engineers Study to look at flood protection for our City; the new 100-year Flood Maps now being developed; the proposed policy espoused by TxDOT limiting new construction of frontage access to U.S. 59; and our ability to grow our local economy in order to keep our tax rate from increasing, yet providing the same or increased level of service.

I believe that the next several years will be the most critical time in our City's history. The taxpayers will be looking to City Government to hold the line on taxes while providing the same levels of services. This will require a continual reliance on intergovernmental cooperation and sharing of functions and resources. The City will have to prepare for growth that could come our way down U.S. 59 and decide early on what we will and will not accept. The balancing act will be trying to maintain the charm, quaintness, and security of small town existence while promoting quality economic development and enjoying the revenues and services that should come with it.

The September 11, 2001 tragedy made us look at ourselves not as individuals but as a nation. This event has changed completely how we see our nation and ourselves. It also brought to our attention that we cannot continue as usual. We now know that terroristic threats are real and just as they can occur in New York City, they can occur anywhere. As public officials, we must be diligent and prepared.

The next few years, I believe, promise to be exciting and different from any other times we have experienced in the past. For those of us fortunate to be part of these changing times, the rewards will be both compelling and satisfying. As citizens who have taken up the cause to make Wharton a more prosperous place to live, the future is full of opportunities and fraught with challenges. With the continued support, suggestions, hopes, and prayers of our citizens the City will move forward successfully to be not only a good place to be, but also a great City in which to live in these United States of America.

May God Bless America. May God Bless Wharton, Texas.

No action was taken.

The seventh item on the agenda was to review and consider the Financial Report for the City of Wharton for the month of January 2002. Finance Director Joyce Vasut presented the financial report for the month of January 2002 and stated that the fiscal year and was at 33%. Mrs. Vasut stated that the general fund revenues were at 45.24% and the expenditures were at 38.78%. The total ad valorem taxes collected were \$1,475,337. The sales tax for the month of February 2002 was \$128,568 with \$85,712 to the City and \$42,856 to WEDCo. The TexPool balance for February 2002 was \$3,029,542.42 with an average monthly yield of 2.0548%. After some discussion, Councilmember V. L. Wiley, Jr. made a motion to approve the financial report for the month of January 2002 as presented. Councilmember Domingo Montalvo, Jr. seconded the motion. All voted in favor.

The eight item on the agenda was to review and consider an ordinance approving and authorizing the Mayor of the City of Wharton to sign and execute for and on behalf of the City of Wharton a Tax Abatement Agreement with Nan Ya Plastics Corporation, USA in a form as attached hereto and marked Exhibit "1" and making certain findings of fact in accordance with the requirements of law. City Manager Andres Garza, Jr. informed the City Council that on February 11, 2002 Resolution No. 2002-05 administratively approving the tax abatement application filed by Nan Ya Plastics Corporation, USA was approved. He then presented the Tax Abatement Agreement and a draft ordinance approving and authorizing the Mayor to sign and execute the agreement on

behalf of the City of Wharton between Nan Ya Plastics Corporation, USA. After some discussion, Councilmember Ken Freese made a motion to approve Ordinance No. 2002-03, which read as follows:

**CITY OF WHARTON, TEXAS
ORDINANCE NO. 2002 - 03**

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO SIGN AND EXECUTE FOR AND ON BEHALF OF THE CITY OF WHARTON A TAX ABATEMENT AGREEMENT WITH NAN YA PLASTICS CORPORATION, USA IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "1" AND MAKING CERTAIN FINDINGS OF FACT IN ACCORDANCE WITH THE REQUIREMENTS OF LAW.

WHEREAS, heretofore previously, the City Council of the City of Wharton by Ordinance No. 2000-10 did create a reinvestment zone upon a certain tract and parcel of property as described in said ordinance on file; and

WHEREAS, an agreement has been reached by and between the City of Wharton and the applicant to enter into a tax abatement agreement; and

WHEREAS, said agreement provides for tax abatement in accordance with certain conditions, restrictions and limitations as therein set out; and

WHEREAS, the City Council of the City of Wharton finds and determines that the tax abatement agreement, as attached hereto and marked Exhibit "1" is in accordance with the requirements of law and, therefore, should be approved.

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

Section I. The Mayor for and on behalf of the City of Wharton is authorized to sign and execute a tax abatement agreement with Nan Ya Plastics Corporation, USA for the purpose of providing tax abatement with certain conditions, limitations and restrictions as set out in said agreement and under the requirements of law as specifically set out in Chapter 312 of the Texas Tax Code.

Passed, Approved and Adopted this 25th day of February 2002.

CITY OF WHARTON, TEXAS

By: _____
JOEL D. WILLIAMS
Mayor

ATTEST:

BY: _____
JOYCE VASUT
City Secretary

Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

The ninth item on the agenda was to review and consider a resolution authorizing the submission of an application for the Fiscal Year 2001 Juvenile Accountability Incentive Block Grant Program; and authorizing the Mayor of the City of Wharton to act on the City's behalf in all matters pertaining to this application. Police Chief Tim Guin informed the City Council that the draft resolution was a corrected resolution relating to fiscal year 2000-2001, which allowed random placement of Police Officers at the Wharton High School. After some discussion, Councilmember Domingo Montalvo, Jr. made a motion to approve Resolution No. 2002-07, which read as follows:

City of Wharton
Resolution No. 2002-07

A RESOLUTION AUTHORIZING THE SUBMISSION OF A APPLICATION FOR THE FISCAL YEAR 2001 JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM; AND AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO ACT ON THE CITY'S BEHALF IN ALL MATTERS PERTAINING TO THIS APPLICATION.

WHEREAS, the City of Wharton wishes to apply for the Fiscal Year 2001 State of Texas Juvenile Accountability Incentive Block Grant; and

WHEREAS, the City of Wharton is eligible to receive \$6,461.00 with a ten percent (10%) match of \$718.00 making the total project budget \$7178.00; and

WHEREAS, the City Council wishes to authorize the Mayor of the City of Wharton to act on the City's behalf in all matters pertaining to the application.

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

Section I. That the Wharton City Council hereby authorizes the submission of an application for the State of Texas Fiscal Year 2001 Juvenile Accountability Incentive Block Grant Program.

Section II. That in the event of loss or misuse of CJD funds, the City of Wharton will return the funds to CJD in full.

Section III. That the Wharton City Council hereby authorizes Joel D. Williams, Mayor of the City of Wharton to act on the City's behalf in all matters pertaining to this application.

Section IV. This resolution shall become effective immediately upon its passage.

Passed, Approved and Adopted this the 25th of February 2002.

CITY OF WHARTON, TEXAS

By: _____
Joel D. Williams
Mayor

ATTEST:

Joyce Vasut
City Secretary

Councilmember Don Mueller seconded the motion. All voted in favor.

The tenth item on the agenda was Executive Session: City Council may adjourn into an Executive Session in accordance with Section 551.071 and 551.086 of the 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: Contemplation of litigation with F.W. Walton, Inc.
 - B. Discussion: Deliberations regarding Economic Development project grant request for DMD Ventures and D&M Entities by the Wharton Economic Development Corporation.
- Mayor Joel D. Williams adjourned into Executive Session at 7:33 p.m.

Mayor Joel D. Williams returned to Open Session at 7:56 p.m.

The eleventh item on the agenda was Return to Open Meeting: Action on items discussed in Executive Session:

- A. Review and Consider: Contemplation of litigation with F.W. Walton, Inc.
Councilmember Ken Freese made a motion to authorize City Attorney Paul Webb to take necessary legal action up to and including filing suit. Councilmember Don Mueller seconded the motion. All voted in favor.
- B. Review and Consider: Deliberations regarding Economic Development project grant request for DMD Ventures and D&M Entities by the Wharton Economic Development Corporation
Councilmember Domingo Montalvo, Jr. made a motion to authorize the grant request for DMD Ventures and D&M Entities up to \$75,000 in accordance with the grant requirements. Councilmember Don Mueller seconded the motion. All voted in favor.

The twelfth item on the agenda was to review and consider the recommendation by the City Council Streets and Drainage Committee:

- A. Proposals by Jones & Carter, Inc. to develop schematics for frontage roads for U.S. 59 for the following:
 - 1. Phase 1 - U.S. 59/FM 102 Interchange: Schematic construction of off and on ramps in existing right-of-way.

City Manager Andres Garza, Jr. informed the City Council that on February 11, 2002, the City Council Streets and Drainage Committee met and voted to request that the Wharton Economic

Development Corporation (WEDCo) fund the proposal by Jones & Carter, Inc. to develop the schematic construction of off and on ramps in existing right-of-way.

After some discussion, Councilmember Domingo Montalvo, Jr. made a motion to approve Phase 1 - U.S. 59/FM 102 Interchange: Schematic construction of off and on ramps in existing right-of-way in the amount of \$11,500. Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

2. Phase 2 - Schematic of frontage roads with new intersection, extending to Highway 60. City Manager Andres Garza, Jr. informed the City Council that on February 11, 2002, the City Council Streets and Drainage Committee met and voted to request that the Wharton Economic Development Corporation (WEDCo) fund the proposal by Jones & Carter, Inc. to develop the schematic of frontage roads with new intersection, extending to Highway 60. After some discussion, Councilmember Domingo Montalvo, Jr. made a motion to approve Phase 2 - Schematic of frontage roads with new intersection, extending to Highway 60 in the amount of \$26,000. Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

The thirteenth item on the agenda was to review and consider the request by the Wharton Economic Development Corporation (WEDCo) Board for amendments to the Fiscal Year 2001-2002 Budget as requested by the Board. City Manager Andres Garza, Jr. informed the City Council that the Budget amendments would be required to fund the Highway 59 frontage road studies and the proposed grant to DMD Ventures and D&M Entities. After some discussion, Councilmember Don Mueller made a motion to approve the amendments to the Fiscal Year 2001-2002 Wharton Economic Development Corporation Budget in the amount \$115,000 contingent upon the approval of the DMD Ventures and D&M Entities transaction. Councilmember Domingo Montalvo, Jr. seconded the motion. All voted in favor.

Councilmember Bryce D. Kocian arrived at 8:05 p.m.

The fourteenth item on the agenda was to review and consider a resolution authorizing the Mayor of the City of Wharton, Texas to execute on behalf of the City of Wharton an interlocal agreement with Wharton County and the Wharton Economic Development Corporation to pursue the creation and establishment of a State Enterprise Zone under State Law. City Manager Andres Garza, Jr. informed the City Council that Mayor Joel D. Williams, and himself met with Wharton Economic Development Corporation (WEDCo) Executive Director David Schroeder to discuss the creation of a State Empowerment Zone, which they felt the zone would allow the City of Wharton and Wharton County to take advantage of State incentives available to further our economic development efforts. He also stated that passage of the Resolution would allow consideration by the Wharton County Commissioner Court on March 11, 2002. After some discussion, Councilmember V. L. Wiley, Jr. made a motion to approve Resolution No. 2002-08, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2002 - 08**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF
WHARTON, TEXAS TO EXECUTE ON BEHALF OF THE CITY OF
WHARTON AN INTERLOCAL AGREEMENT WITH WHARTON**

COUNTY AND THE WHARTON ECONOMIC DEVELOPMENT CORPORATION TO PURSUE THE CREATION AND ESTABLISHMENT OF A STATE ENTERPRISE ZONE UNDER STATE LAW.

WHEREAS, the City of Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute on behalf of the City of Wharton an interlocal agreement with Wharton County and the Wharton Economic Development Corporation to pursue the creation and establishment of a State Enterprise Zone under State Law; and

WHEREAS, the City of Wharton, Wharton County, and Wharton Economic Development Corporation wish to be bound by the conditions as set forth in Attached "A".

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

Section I. That the City Council of the City of Wharton hereby authorizes the Mayor of the City of Wharton to execute on behalf of the City of Wharton an interlocal agreement with Wharton County and the Wharton Economic Development Corporation to pursue the creation and establishment of a State Enterprise Zone under Law.

Section II. That the City of Wharton, Wharton County, and the Wharton Economic Development Corporation are hereby bound by the conditions as set forth in Attached "A".

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

Passed, Approved, and Adopted this 25th day of February 2002.

CITY OF WHARTON, TEXAS

By: _____
JOEL D. WILLIAMS
Mayor

ATTEST:

JOYCE VASUT
City Secretary

INTERLOCAL AGREEMENT

The City of Wharton, Texas, hereinafter called "City," and the County of Wharton, Texas, hereinafter called "County," do hereby agree to jointly pursue the creation and establishment of an enterprise zone. City and County further agree to allow the Wharton Economic Development Corporation, 1944 North Fulton, Wharton, Texas 77488 to administer applications, guidelines, and policies under the Texas Enterprise Zone Rules and with advisement of the City and County.

The City and County shall each count the Wharton Enterprise Zone as one of three enterprise zone designations allowed to be nominated for state enterprise zone designation within its respective jurisdiction under the Texas Enterprise Zone Rules [Section 176.4(a)(2)(c)].

The Wharton Economic Development Corporation shall keep the City and County informed as to the progress for economic growth within the Wharton Enterprise Zone. Any party may terminate this agreement upon written notice to the other and upon such notice the party giving such notice shall not act as a governing entity in pursuit of economic growth within the Wharton Enterprise Zone.

Any expenses incurred in establishing the enterprise zone will be the sole responsibility of the Wharton Economic Development Corporation. The purpose of this interlocal agreement is to acknowledge the authority of the County over the portion of the enterprise zone that is not in the City's extraterritorial jurisdiction.

Witness our hands this _____ day of _____ 2002, by the officers hereunto duly authorized, in duplicate originals.

City of Wharton, Texas

County of Wharton, Texas

By: _____
Joel D. Williams
Mayor

By: _____
Lawrence E. Naiser
County Judge

Attest:

Attest:

By: _____
Joyce Vasut
City Secretary

By: _____
Sandra Sanders
County Clerk

Wharton Economic Development Corporation

By: _____
Kent Hill
President

Attest:

By: _____
Karen Heintschel
Secretary

Councilmember Domingo Montalvo, Jr. seconded the motion. All voted in favor.

The fifteenth item on the agenda was to review and consider a resolution authorizing the Mayor of the City of Wharton, Texas to execute an agreement with Dr. Larry Lipscomb, M.D., FAAFP for medical director services for the City of Wharton Emergency Medical Services (EMS) program. City Manager Andres Garza, Jr. informed the City Council that on February 11, 2002, Dr. John W. Whitt, FD FACS submitted his letter of resignation as the Medical Director for the City of Wharton Emergency Medical Services (EMS) program pending a suitable replacement be found. He stated that he met with Dr. Larry Lipscomb who had indicated an interest as serving as the City's EMS Medical Director. Councilmember Ken Freese asked if the City of Wharton had ever had an agreement. City Manager Andres Garza, Jr. informed the City Council that no agreement was previously made with Dr. John W. Whitt. City Attorney Paul Webb informed the City Council that an effective date would have to be voted on. After some discussion, Councilmember Bryce D. Kocian made a motion to approve Resolution No. 2002-09, effective February 26, 2002, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2002 - 09**

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WHARTON TO EXECUTE AN AGREEMENT WITH DR. LARRY LIPSCOMB, M.D., FAAFP FOR MEDICAL DIRECTOR SERVICES FOR THE CITY OF WHARTON EMERGENCY MEDIAL SERVICES (EMS) PROGRAM.

WHEREAS, the City of Wharton City Council wishes to authorize the Mayor of the City of Wharton to execute on behalf of the City of Wharton an agreement with Dr. Larry Lipscomb, M.D., FAAFP for medical director services for the City of Wharton Emergency Medical Services (EMS) program; and

WHEREAS, the City of Wharton and Dr. Larry Lipscomb, M.D., FAAFP wish to be bound by the conditions as set forth in Attached "A".

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

Section I. That the City Council of the City of Wharton hereby authorizes the Mayor of the City of Wharton to execute on behalf of the City of Wharton an agreement with Dr. Larry Lipscomb, M.D., FAAFP for medical director services for the City of Wharton Emergency Medical Services (EMS) program

Section II. That the City of Wharton and Dr. Larry Lipscomb, M.D., FAAFP are hereby bound by the conditions as set forth in Attached "A".

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

Passed, Approved, and Adopted this 25th day of February 2002.

CITY OF WHARTON, TEXAS

By: _____
JOEL D. WILLIAMS
Mayor

ATTEST:

JOYCE VASUT
City Secretary

MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WHARTON §

This Agreement, made and entered into by and between City of Wharton, hereinafter referred to as "CITY" and Larry Lipscomb, M.D., F.A.A.F.P., of Wharton, Texas, hereinafter referred to as "PHYSICIAN".

WITNESSETH:

WHEREAS, the CITY desires to retain the personal services of PHYSICIAN to serve as Medical Director for the City;

WHEREAS, the PHYSICIAN represents and affirms that he is:

1. Licensed to practice medicine in the State of Texas;
2. Familiar with the operation of EMS systems;
3. Experienced in pre-hospital emergency care of acutely ill or injured patients;
4. Actively involved in the emergency management of acutely ill and/or injured patients, in the training and/or continuing education of the EMS personnel under my supervision at their level of certification in the

medical audit, review, and critique of the EMS personnel performance, and in the administrative processes affecting the delivery of emergency pre-hospital care;

5. Knowledgeable about local multi-casualty plans;
6. Familiar with dispatch and communications operations of pre-hospital emergency units; and
7. Knowledgeable about laws and regulations affecting local, regional, and state EMS operations.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties herein named, it is agreed as follows:

I.

During the term of this Agreement, PHYSICIAN will serve as Medical Director for the CITY.

II.

The term of this Agreement shall commence February 26, 2002 and end on February 25, 2004, unless the term of this Agreement is sooner terminated in accordance with the provisions hereof.

III.

The term of this Agreement may be terminated by either party giving the other party 30 days written notice of termination thereof. Any notice permitted or required to be given hereunder to PHYSICIAN may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to Larry Lipscomb, M.D. at P. O. Box 306, Wharton, Texas 77488. Any notice permitted or requested to be given hereunder to CITY may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to City of Wharton, 120 E. Caney, Wharton, Texas 77488. Any notice mailed by registered or certified United States Mail, return receipt requested, as herein above provided shall be deemed given upon deposit in the United States Mail.

IV.

CITY hereby agrees to pay PHYSICIAN the sum of \$1,250 per month for services rendered on the first of business day of each month in accordance with this agreement. This compensation is for the time PHYSICIAN actually devotes to the performance of this Agreement and shall not include sick leave, holidays, or any other fringe benefits, such duties shall include the following:

1. Approve the level of pre-hospital care which may be rendered locally by each of the EMS personnel under PHYSICIAN'S supervision;
2. Establish and monitor compliance with field performance guidelines for EMS personnel;
3. Establish and monitor compliance with training guidelines which meet or

4. exceed Texas Department of Health EMS certification regulation;
4. Develop, implement, and revise protocols and/or standing delegation orders;
5. Direct an effective audit system and quality assurance program;
6. Make formal recommendations on medically related aspects of EMS operations;
7. Function as the primary liaison between the EMS administration and the local medical community;
8. Take or recommend appropriate remedial or corrective measures for EMS personnel;
9. Recommend suspension of a certified EMS individual from medical care duties for due cause;
10. Establish the circumstances under which a patient might not be transported or may be transported against his or her will;
11. Establish criteria for selections of a patient's destination; and
12. Develop and implement a comprehensive mechanism for management of patient care.

V.

In performing the personal services included in this Agreement, PHYSICIAN shall be an independent contractor and not an employee of the CITY or any department of the CITY. The CITY shall not direct or supervise PHYSICIAN to the manner, means, and method in which he performs his services but shall look to PHYSICIAN for results only.

VI.

It is understood that the CITY is contracting the PHYSICIAN and that all of the services to be performed under this Agreement shall be performed by Physician and by no other person. PHYSICIAN shall not make, in whole or in part, any assignment of this Agreement or of any duty or obligation of performance hereunder.

VII.

Prior to the execution of this Agreement, PHYSICIAN has been advised by CITY and PHYSICIAN clearly understands and agrees that the CITY shall have available the total maximum sum of \$1,250.00 per month specifically allocated to discharge fully any and all liabilities that may be incurred by the CITY, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement, or thing contained in or inferred from the provisions of this Agreement that might in any light by any person be interpreted to the contrary.

VIII.

In performing the services hereunder, PHYSICIAN agrees to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in effect or that may hereafter be promulgated.

IX.

Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations that are to be performed hereunder the other party shall have the right to terminate this Agreement upon 10 days written notice to the defaulting party. Within 10 days after the effective date of this termination, PHYSICIAN shall submit his final statement for the month which termination occurs in the manner set out above for monthly statements.

X.

This instrument contains the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

EXECUTED this _____ day of February 2002.

CITY OF WHARTON

By: Joel D. Williams
Mayor

ATTEST:

Joyce Vasut
City Secretary

Larry Lipscomb, M.D.

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on _____, 2002, by Larry Lipscomb, M.D., FAAFP.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF WHARTON §

This instrument was acknowledged before me on _____, 2002, by Joel D. Williams, Mayor of the City of Wharton, Texas.

Notary Public, State of Texas

Councilmember Domingo Montalvo, Jr. seconded the motion. All voted in favor.

The sixteenth item on the agenda was to review and consider a resolution of the City Council of the City of Wharton, Texas providing for exemptions of certain vehicles from requirements of Texas Transportation Code 721.004 and 721.005, Identification of City owned vehicles and heavy equipment. Police Chief Tim Guin addressed the City Council and said the resolution providing for exemptions of certain vehicles from requirements of Texas Transportation Code 721.004 and 721.005, Identification of City owned vehicles and heavy equipment should be approved annually. After some discussion, Councilmember Don Mueller made a motion to approve Resolution No. 2002-10, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2002-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS,
PROVIDING FOR EXEMPTION OF CERTAIN VEHICLES FROM REQUIREMENTS
OF TEXAS TRANSPORTATION CODE 721.004 AND 721.005, IDENTIFICATION OF
CITY AND/OR COUNTY OWNED VEHICLES AND HEAVY EQUIPMENT.**

WHEREAS, Tex. Rev. Civ. Stat. Ann. Article 721.004, which requires identification of City and/or County owned vehicles and heavy equipment, further provides for exemption of certain vehicles when used for the purpose of performing official duties.

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

Section I. In accordance with provisions of Tex. Rev. Civ. Stat. Ann. Article 721.005, City vehicles used for the purposes of performing official duties by the Wharton Police Department are hereby exempted under identification requirements for unmarked vehicles.

Section II. The following persons are hereby authorized to submit applications for special license plates to the State Department of Transportation on behalf of the City:

City Manager	Andres Garza, Jr.
Chief of Police	Tim Guin
City Secretary	Joyce Vasut
Deputy City Secretary	Lisa Stavena

Section III. Resolution No. 1999-36 hereby becomes null and void.

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

Passed, Approved and Adopted this 25th day of February 2002.

CITY OF WHARTON, TEXAS

By: _____
JOEL D. WILLIAMS
Mayor

ATTEST:

JOYCE VASUT
City Secretary

Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

The seventeenth item on the agenda was to review and consider authorization to purchase through the State of Texas QISV replacement computer hardware and equipment for the City of Wharton Police Department under the Local Law Enforcement Block Grant (BJC). City Manager Andres Garza, Jr. informed the City Council that the Police Department secured a \$30,000 grant from the Bureau of Justice Assistance - Local Law Enforcement Block Grant for replacement computer hardware and equipment. Police Chief Tim Guin informed the City Council that the grant funds would replace the minisystem and CPU, since the current machine had maximized its capacity and performance. After some discussion, Councilmember Bryce D. Kocian made a motion to authorize the purchase through the State of Texas QISV replacement computer hardware and equipment for the City of Wharton Police Department under the Local Law Enforcement Block Grant (BJC) in the amount of \$37,710 plus the (3) three year maintenance agreement in the amount of \$2,741. Councilmember Ken Freese seconded the motion. All voted in favor.

The eighteenth item on the agenda was to review and consider a variance to the City of Wharton Code of Ordinances Article VI. Flood Damage Prevention, Section 18-304 Administration, Item D – Variance Procedures; Appeal Board for the construction of a hangar by Dalton Investments, Inc. at the Wharton Regional Airport. City Manager Andres Garza, Jr. stated that on February 19, 2002, Building Official Ronnie Bollom, Airport Board Chairman Eric B. Johnson, and he had met with Mr. Gus J. Pullen, Jr. and Mr. Roy Brown of Dalton Investments, Inc. to discuss a variance to the large hangar to be constructed at the Wharton Regional Airport. He then presented a copy of the memorandum dated February 21, 2002 from Building Official Ronnie Bollom recommending the City Council consider granting the request for a variance for the hangar elevation and a copy of Mr. Pullen's letter dated February 19, 2002 requesting the variance along with a copy of the City of Wharton Code of Ordinances, Article VI. Flood Damage Prevention. He stated that the FEMA Flood Elevation Maps indicated the hangar should be built 102' elevation, which was the base flood elevation. Mr. Ed Addicks, the design engineer for O'Malley Engineers, stated in his letter that in using the pavement grades and slopes allowed by Federal Aviation Administration (FAA) design criteria, the elevation for the finished floor of the hangar should be 99.94. The existing pavement near the hangar was at 99.05±. The FAA allows a maximum of 2° and 1° pavement surface slope, which was the desired elevation for the construction of the hangar. If the hangar was built at the 102' level, the entrance to the hangar would be at a 4 to 6 feet slope which would be too steep to accommodate the airplanes. After some discussion, Councilmember Domingo Montalvo, Jr. made a motion to approve the flood variance request for the construction of a hangar by Dalton Investments, Inc. at the Wharton Regional Airport. Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

The nineteenth item on the agenda was to review and consider a resolution of the City Council of the City of Wharton, Texas Establishing a Wrecker Use Policy for the Wharton Police Department. City Manager Andres Garza, Jr. presented the draft resolution and the Wrecker Use Policy to the City Council. City Attorney Paul Webb informed the City Council that he met with the Wrecker Drivers and provided copies of the proposed rules and regulations. He stated that the Wrecker Drivers would have to follow the rules or be removed from the list until the requirements could be met. After some discussion, Councilmember Bryce D. Kocian made a motion to approve Resolution No. 2002-11, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2002-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHARTON,
TEXAS ESTABLISHING A WRECKER USE POLICY FOR THE WHARTON
POLICE DEPARTMENT.**

WHEREAS, the City Council of the City of Wharton wishes to establish a towing policy by implementing a Wrecker Use Policy for the City of Wharton Police Department; and

WHEREAS, the City Council wishes to adopt a Wrecker Use Policy to better serve the citizens of Wharton, Texas; and

WHEREAS, the City Council has reviewed and wishes to adopt the Wrecker Use Policy which is attached as Exhibit "A" to this Resolution.

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

Section I. That the City Council of the City of Wharton hereby adopts and establishes a Wrecker Use Policy for the Wharton Police Department.

Section II. That the Wharton Police Department Wrecker Use Policy is attached as Exhibit "A" to this Resolution.

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

Passed, Approved, and Adopted this 25th day of February 2002.

CITY OF WHARTON, TEXAS

By: _____
JOEL D. WILLIAMS
Mayor

ATTEST:

JOYCE VASUT
City Secretary

**CITY OF WHARTON
WRECKER USE POLICY**

GENERAL PROVISIONS

Employees of this Department shall not recommend in any manner the employment or procurement of a particular professional or commercial service such as an attorney, bondsman, ambulance service, or wrecker services.

When any employee of this Department, acting in an official capacity, assumes control of a vehicle belonging to another, the primary concern shall be to provide the greatest protection for the vehicle and its contents. Whenever possible, the owner's desires and welfare shall receive consideration when determining the method of transporting the vehicle to the place of storage. In

view of the above, the following Wharton Police Department Wrecker Policy is established: All dispatching of wreckers shall be on a rotating basis. By using the rotating system, we hope to promote fairness to all concerned.

TERMS/MEANINGS

Extra Territorial Jurisdiction: all lands lying outside of the corporate limits of the City of Wharton and within one mile of the city limits of the City of Wharton to be within the extraterritorial jurisdiction of the City of Wharton, herein referred to as ETJ. Chapter 86 Appendix A section 3.5 City of Wharton Code of Ordinances.

Gross Incompetence: Any activity or lack of activity on the part of any person which constitutes gross ignorance or gross carelessness in the discharge of any duties or obligations under the terms and provisions contained in this policy.

Motor Vehicle: Every vehicle that is self-propelled but not operated upon rails.

Wrecker Rotation List: A list of all emergency wreckers owned by documented wrecker companies maintained on a rotation basis by the Wharton Police Department. This list shall be used to dispatch a permitted wrecker to any situation that requires a wrecker.

Street: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Vehicle: Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationery rails or tracks.

Wrecker: Any vehicle equipped and capable of towing another vehicle along the roadway.

Wrecker Company: The sole business of towing or removing disabled or wrecked vehicles on the public street, regardless of whether the purpose is to remove wreck, or store, trade or purchase such disabled or wrecked vehicles. To be a wrecker company, within the meaning of this policy, the company must be established within the City of Wharton or its Extra Territorial Jurisdiction (ETJ) and all documented wreckers associated with said wrecker company shall be garaged within the city limits or its ETJ.

Storage Facility: A garage, parking lot, or any facility owned or operated by a person other than a governmental entity for storing or parking 10 or more vehicles. Ten or more vehicles shall mean the capacity to park or store 10 or more vehicles per year. (43 Texas Administrative Code Chapter 18, Subchapter G)

Wrecker driver: Any individual who actually operates or drives any wrecker on the streets of the City, either on his own account or in the employ of another.

Wrecker Inspector: A person appointed by the Chief of Police to serve the function of

conducting annual inspections of wrecker vehicles pursuant to the granting of new or renewal Wrecker Rotation List, and to perform all other functions necessary to effectuate the purpose of this policy.

PROCEDURES

All dispatching of wreckers shall be on a rotating basis.

The Chief of Police will be the only person authorized to add or delete wreckers off of this rotation.

Each wrecker company shall have their own storage lot or have a valid contract with a permitted storage facility within the City of Wharton or its ETJ to store their vehicles.

Any abuse of this policy will constitute grounds for probation and then termination.

All requests for wreckers shall go through the dispatcher whenever possible and when not possible all information about a wrecker dispatch as required by this policy are to be given to the dispatcher so appropriate records can be filled out.

Records should be kept by the dispatchers on all wrecker requests and wreckers dispatched through this Department. This will be in a record known as the Wrecker Log. This will be a permanent record. The Wrecker Log should contain the following information:

Date and time of wrecker request

Wrecker dispatched

Officer making rotation request or rotation that it is an owner's request next to officer's name

Location wrecker dispatched to

License plate of towed vehicle, if applicable

Registered owner and address of towed vehicle

Vehicle towed description

Reason for tow, storage

Signature of dispatcher making entry

Reason(s) for any deviance from rotation system (EX. Next rotation wrecker called and not available; therefore, next wrecker up called)

Location requirements. The Wrecker Company shall not be a part of another business that performs a wrecker service as part of that business. The Wrecker Company shall not be located at the same physical location as another Wrecker Company.

- (1) The physical location of the business shall have an office of not less than two hundred (200) square feet.
- (2) The wrecker company shall have a phone number that is different from any other wrecker company for the purpose of contacting that company for wrecker calls from the rotation list maintained by the police department.

- (3) The Wrecker Company shall present a copy of state tax license to operate as a wrecker company and the wrecker company's name must be listed on the tax license.

Wrecker Company or Storage Facility Owner Requirements

Wrecker Companies and Storage Facility owners will be subject to review and removal from the rotation list if any of the owners are found to:

- a. Have been convicted of the offense of criminal homicide including murder, capital murder or voluntary manslaughter, within 15 years of the date of application;
- b. Are under indictment or charged for any of the forgoing offenses or for the offenses listed in this section under subparagraphs f subsection v, vi, viii, ix below where no final judicial determination of guilt or innocence has been determined;
- c. Have intentionally falsified or materially altered or omitted pertinent information in any application under this policy;
- d. Have not met the requirements as set forth herein or elsewhere in the policy;
- e. During the seven years immediately preceding the application, have been convicted of involuntary manslaughter, criminally negligent homicide, rape, sexual abuse, sexual assault, sale of illegal drugs, robbery or felony theft;
- f. During the five (5) years immediately preceding the application, have been convicted of any of the following:
 - (i) Any offense involving fraud or misdemeanor theft;
 - (ii) Any offense involving the unauthorized use of a vehicle;
 - (iii) Any misdemeanor or felony violence to any person except conduct classified as no greater than a Class C misdemeanor offense under state law;
 - (iv) Any offense involving indecency;
 - (v) Any offense involving the use of possession of drugs. The Police Department may for cause request that the applicant submit to and pass a legitimate drug test, at applicant's expense, to determine if applicant is currently using illegal drugs;
 - (vi) Any offense involving driving while intoxicated;

- (vii) The primary operating location for the performance obligations is not located within the corporate limits of the City of Wharton or its ETJ;
- (vii) Title 9. Offenses against public order and decency, Texas Penal Code
- (vii) Chapter 38. Obstructing governmental operation, Texas Penal Code
- (x) Comply with all State and Federal law not limited to 43 Texas Administrative Code, Chapter 18.

Wrecker Driver Requirements: All drivers must:

1. Complete and return to Wrecker Company or Storage Facility an application, which may be obtained at the Wharton Police Department.
2. The application submitted will be rendered on an approved Wharton Police Department Driver Application Form and must be completed, signed, and any documentation so requested must accompany submitted application.

3. The Department shall investigate the history of all applicants and wrecker company or storage facility drivers who apply to work under the provisions of this policy and shall deny permission unless minimum requirements are met. The Department shall notify the wrecker company or storage facility in writing, within fifteen (15) days of the submission of the application to the Department, of the Department's approval or disapproval of a person's or entity's application to operate under this policy.
4. Shall display an identification badge issued by the Wharton Police Department at all times while making a pickup or transporting a towed vehicle under this policy. The badge issued by the Wharton Police Department will remain the property of the Wharton Police Department. Said badge will be returned to the Wharton Police Department upon separation from the Wrecker Company or Storage Facility or upon suspension or revocation of the wrecker driver from the rotation list by the Wharton Police Department.
5. A wrecker drivers application or permission to operate under this policy shall be denied where the applicant:
 - a. Has been convicted of the offense of criminal homicide including murder, capital murder or voluntary manslaughter within fifteen (15) years of the date of application;
 - b. Are under indictment or charged for any of the forgoing offenses or for the offenses listed in this section under subparagraphs f subsection v, vi, viii, ix below where no final judicial determination of guilt or innocence has been determined;
 - c. Is on probation, parole, mandatory supervision or has received deferred adjudication for an offense noted in this Section, subsection 4.a or 4.b above or in subparagraph h. and i. below;
 - d. Has intentionally falsified or materially altered or omitted pertinent information in any application under this policy;
 - e. Has not met the requirements as set forth herein or elsewhere in the policy;
 - f. The primary operating location for performance of obligations is not located within the corporate limits of the City of Wharton or its ETJ;
 - g. A wrecker drivers application may be denied where the applicant was suspended from operating pursuant to the prior contract with the City within three (3) years preceding the date of application;
 - h. A wrecker drivers application shall be denied where the applicant, during the seven (7) years immediately preceding the application, has been convicted of involuntary manslaughter, criminally negligent homicide, rape, sexual abuse, sexual assault, sale of illegal drugs, robbery or felony theft;

- i. A wrecker drivers application shall also be denied where the applicant, during the five (5) years immediately preceding the application, has been convicted of any of the following:
 - (i) Any offense involving fraud or misdemeanor theft;
 - (ii) Any offense involving the unauthorized use of a vehicle;
 - (iii) Any misdemeanor or felony violation of state or federal laws regulating firearms other than a hunting violation;
 - (iv) Any offense involving violence to any person except conduct classified as no greater than a Class C misdemeanor offense under state law;
 - (v) Any offense involving indecency;
 - (vi) Any offense involving the use or possession of drugs. The Department, may for cause, request that the applicant submit to and satisfactorily pass a legitimate test, at applicants expense, to determine if applicant is currently using illegal drugs;
 - (vii) Any offense involving driving while intoxicated;
 - (viii) Title 9. Offenses against public order and decency, Texas Penal Code
 - (ix) Chapter 38. Obstructing governmental operation, Texas Penal Code
 - (x) An applicant for wrecker driver will not be approved if that person has been convicted of four (4) or more moving violations of the traffic laws of this state or any other state within the five (5) year period immediately preceding the date of application;
 - (xi) An applicant wrecker driver will not be approved if driver has two (2) suspensions pursuant to the provisions of this policy.

Insurance:

1. Wrecker Companies and Storage Facilities shall defend for, indemnify and hold harmless the City of Wharton including but not limited to its officers and employees from any and all claims, suits, causes of action, and liability arising out of the Wrecker Company or Storage Facilities operation hereunder.
2. The City reserves the right to review the insurance requirements of this section while the wrecker company or storage facility is on the Police Department

rotation list and to modify insurance coverage and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or circumstance surrounding the rotation list, but in no instance will the City allow modification whereupon the City may incur increased risk.

3. A Wrecker Company's or Storage Facility's financial integrity is of interest to the City, therefore, subject to the wrecker company or storage facility's right to maintain reasonable deductibles in such amounts as are approved by the City, the Wrecker Company or Storage Facility shall obtain and maintain in full force and effect for the duration of the time they are on the rotation list, at the Wrecker Company or Storage Facility's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

- (1) Workers' Compensation Statutory
Employers' Liability or Occupational \$500,000/\$500,000/\$500,000
Accident Plan \$500,000 Combined Single Limit
- (2) Commercial General (public) Liability Insurance to include coverage for the following with a Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent:
- a. Premises/Operations
 - b. Independent contractors
 - c. Products/completed operations
 - d. Personal Injury
 - e. Contractual liability
 - f. Broad form property damage, to include fire legal liability
- (3) Business Automobile Liability to include coverage for the following with Combined Single Limit for Bodily Injury and Property Damage or \$1,000,000 per occurrence or its equivalent to include loading, unloading, and hookup coverage:
- a. Owned/leased vehicle
 - b. Non-owned vehicles
 - c. Hired vehicles
- (4) Garagekeeper's Liability \$25,000.00
(if vehicles are stored)

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such

request by the City, the wrecker company or storage facility shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

4. Said policies shall cover vehicles of other wrecker operators whose equipment or services may be temporarily used, or used as a substitute by a Wrecker Company or Storage Facility.
5. All insurance policies required in this policy shall name the City of Wharton as an additional named insured without qualification. In this connection, a Wrecker Company or Storage Facility shall deposit with the City Secretary, City of Wharton, and the Wharton Police Department, proof of insurance, certificates of insurance, issued by a responsible company or companies authorized to do business in the State of Texas, that the Wrecker Company or Storage Facility shall have the insurance policies required herein in full force and effect. Each such policy shall contain an endorsement providing for thirty (30) days prior notice to the City Secretary and Wrecker Company or Storage Facility in the event of any cancellation of, or material change in, said policy.
6. The City of Wharton shall be named as a certificate holder in all insurance policies provided for herein other than workers compensation.
7. No personal injury policy shall have a personal injury deductible.
8. Wrecker company or storage facility agrees to have and maintain workers compensation insurance throughout the term of this agreement.
9. All required insurances shall be purchased at the sole expense of the Wrecker Company or storage facility or subcontractor, respectively.
10. The Wrecker Company or Storage Facility expressly agrees to keep such policies in full force and in effect while on the Wharton Police Department's wrecker rotation list. In the event of a claim against the Wrecker Company or Storage Facility, it is expressly understood, and such policies shall expressly provide, that neither the Wrecker Company or Storage Facility nor their insurers will seek to avoid liability on the grounds that Wrecker Company or Storage Facility was engaged in the exercise of a governmental function. Any lapse in the required insurance shall cause an immediate suspension of the Wrecker Company or Storage Facility.
11. If the Wrecker Company or Storage Facility fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the Wrecker Company or Storage Facility will be removed from the Wharton Police Department's wrecker rotation list.

Equipment and safety requirements for all wreckers.

All wreckers shall be not less than one (1) ton in size, dual wheeled, 10,000 pound G.V.W. minimum and be in compliance with state regulations before being placed on the rotation list. They shall provide the following equipment, which shall be adequate, for the purpose for which it is designed and shall further be kept in a safe and usable condition at all times, and the wrecker shall be operational. There will be no rollback/flatbed vehicles used to do recovery work by wrecker companies as their primary vehicle, however, they can be part of that wrecker companies fleet

- (1) Each wrecker shall have brakes that meet braking performance requirements under all loading conditions.
- (2) No wrecker shall tow more than its actual weight unless it has a thirty-five thousand (35,000) pound winch capacity (single or dual line), a five-eighths (5/8) inch cable or its equivalent, and air brakes.
- (3) If a wrecker is pulling a vehicle weighing twenty-six thousand (26,000) pounds or more, the wrecker must be able to operate the towed vehicle service brakes. This provision does not apply if the towed vehicle has only vacuum brakes.
- (4) Each wrecker shall be equipped with a power winch, winch line, and boom, with a factory-rated lifting capacity of not less than eight thousand (8,000) pounds, single line capacity or a hydraulic wheel lift with a factory-rated lifting capacity of not less than three thousand (3,000) pounds.
- (5) All wreckers shall carry the following as standard equipment:
 - (a) A tow sling or hydraulic lift which is sufficient to prevent the swinging of any equipment being transported. This subsection does not apply to vehicle carriers and rollbacks.
 - (b) Five-sixteenths-inch link steel safety chains for wreckers up to ten thousand (10,000) pounds gross vehicle weight and one-half-inch link steel safety chains for wreckers over ten thousand (10,000) pounds gross vehicle weight. These link sizes are minimums.
 - (c) Rope, wire or straps suitable for securing doors, hoods, trunks, etc.
 - (d) Outside rear-view mirrors on both sides of the truck.
 - (e) One fire extinguisher that is properly filled and located so that it is readily accessible for use. The fire extinguisher shall meet no less than the requirements of the National Fire Protection Handbook, 14th Edition (1976), and shall be so labeled by a national testing laboratory approved by the department upon a finding that the laboratory's testing procedure are reliable. Wreckers up to twenty-six thousand (26,000) pounds shall carry a ten (10) pound extinguisher.

- (f) One crowbar or wrecking bar of not less than thirty-six (36) inches in length with a wedge head.
 - (g) One broom of a type designed for pushing with an eighteen-inch (18) head.
 - (h) One flat-edged shovel of at least nine (9) inches, with a handle of not less than thirty-six (36) inches.
 - (i) Three reflectors portable red emergency.
 - (j) One container to carry glass and debris cleaned from streets when picking up a wrecked vehicle.
 - (k) A spotlight or flashlight.
 - (l) Flashing warning lights that comply with the Uniform Act Regulating Traffic on Highways, Texas Civil Statutes, Article 6701-d.
 - (m) Towing dollies.
- (6) If a wrecker is pulling a vehicle weighing ten thousand (10,000) pounds or more, and the towed vehicle does not have functioning taillights, the wrecker operator must supply the towed vehicle with functioning taillights. The taillights must provide safe lighting of the towed vehicle.
 - (7) If a wrecker uses a winch, a safety wrap must be performed.
 - (8) Safety chains must be used on all tows.
 - (9) No slip-in bed, slide in or that type of wrecker unit is allowed.
 - (10) No wrecker shall lift or tow more than the lifting capacity permits.
 - (11) No wrecker driver shall have or permit any handgun to be carried in the wrecker when he is operating the wrecker. This provision does not prohibit a peace officer certified by the Texas Commission of Law Enforcement Officer Standards and Education from carrying a handgun while operating or riding in a wrecker.
 - (12) All wrecker operators must have a valid driver's license of the proper class.
 - (13) A wrecker operator shall ensure that while he is lifting a vehicle in preparation for towing that no one but he shall be within a safe distance of the wrecker and the vehicle to be towed. A safe distance is at least twice the distance between the end of the boom and the point of hook-up on the vehicle being winched or twice the distance the car being lifted, whichever is greater. If a hydraulic lift is being used a safe distance is twice the distance to which the lift arm is extended.

- (14) If at any time during the process of hooking up or winching, a wrecker or vehicle to be towed is in a lane of traffic, the flow of traffic must be diverted. If the wrecker cable is strung across a lane of traffic, the traffic must be stopped or diverted by a law enforcement officer to permit safe winching or lifting of the vehicle to be towed.
- (15) The operator of each wrecker called to the site of an accident shall remove from the site all resulting wreckage or debris, including but not limited to all broken glass, unless otherwise directed by a peace officer, representative of the Texas Department of Highways, or, in the case of hazardous materials, the Texas Water Commission. "Resulting wreckage or debris" does not include the towed vehicle's load or cargo.
- (16) All required safety mechanisms of the wrecker, including but not limited to all headlights, taillights, turn signals, brakes, brake lights, hazard lights, flashing warning lights, windshield wipers, wiper blades, handles opening doors and windows, and tires shall operate and/or be in good repair.
- (17) All wreckers shall operate within the applicable recommended towed vehicle manufacturer's safety policies and procedures
- (18) No wrecker shall use a tow bar with pins of any kind, or any other method of attachment, to tow a vehicle more than four blocks. After four blocks, or sooner, the wrecker operator must drop the vehicle and rehook it following all safety procedures established by this section and by the manufactures of the vehicle being towed.
- (19) Each wrecker must meet the requirements of all other applicable statutes in addition to meeting the requirements of these rules.

IDENTIFICATION OF WRECKERS

Each wrecker shall have the company name, town and phone number under which the wrecker is operated on both sides of said wrecker in letters of contrasting colors, the name shall not be less than two (2) inches in height and not less than five eighths (5/8) of an inch in stroke. All letters shall be of a permanent type, that will weather the elements and shall be kept clean and legible at all times. Material such as scotch line, trim-line, or other such material will be considered as permanent signing. Magnetic or stick on letters are not permanent signs.

Rules and Regulations to be Observed

Should any of Wrecker Company or Storage Facility personnel engage in a violation of any of the material regulations as provided for herein, said violations will be grounds for cancellation of such person's or entity's right to perform under the rotation system or drivers from future work under this policy.

1. Wrecker Companies or Storage Facilities personnel, wrecker operators, and other such personnel shall comply with directions from Police Officers, EMS Personnel or Firemen in charge of the scene. At no time shall they in any manner interfere with their efforts.
2. Wrecker Company, Storage Facility personnel, or Wrecker operators shall comply with orders of the Chief of Police or his designated representative related to the tow of vehicles under this policy.
3. Wrecker Company or Storage Facility shall furnish a copy of all invoices and supplemental information, to the Wharton Police Department. Wrecker Companies or Storage Facilities will forward these invoices to Wharton Police Department within twenty-four (24) hours.
4. Complaints by citizens of overcharging will be reviewed and acted upon by the Police Department. Any overcharge shall be refunded. Appropriate action may be taken against the driver by the City.
5. Wrecker Companies or Storage Facilities shall obey all state and federal laws, City ordinances, and rules and regulations of this policy. Wrecker Companies or Storage Facilities may be suspended from operating under this policy for conduct that may be deemed an affront, in whole or in part, to current community standards or is counter to the departments mission with regard to the provision of services to the community.
6. Wrecker Companies or Storage Facilities must be prepared to respond to calls immediately and be on the scene within twenty (20) minutes after dispatch. Failure to observe this requirement may result in the Police Department requesting a backup wrecker and shall place the original Wrecker Company or Storage Facility on the bottom of the rotation list. Such failure may also be subject to suspension or other despite action.
7. No commission or gratuity will be paid or accepted by any Wrecker Company or Storage Facility or their employees from automobile dealerships, repair facilities, insurance companies, etc.
8. Violations of these regulations or intentional and/or flagrant failure or refusal to respond to the duties of this policy will result in termination or suspension of the offending driver, Wrecker Company or Storage Facility.
9. Any solicitation by Wrecker Company personnel or Storage Facility personnel or a driver or acceptance of any gratuities or commissions from any automobile dealership, repair facilities, insurance company or the public, shall constitute grounds for termination of the ability of such party to operate under this policy.
11. Failure of the Wrecker Company or Storage Facility to inform the Wharton Police Department of a serious violation of the provisions of this policy by a driver

within a reasonable time will result in termination of the ability of such party to operate under this policy.

12. Failure of the Wrecker Company or Storage Facility wreckers to arrive at a call within twenty (20) minutes will be grounds for termination or for removal from the rotation list. Declining, refusing or failing to go on a rotation call will result in that Wrecker Company or Storage Facility being moved to the bottom of the rotation list. More than one such incident of this nature will be grounds for termination or for removal from the rotation list
13. Failure of the Wrecker Company or Storage Facility to inform the Wharton Police Department of a violation of the provisions of this policy by their own driver will result in termination or suspension of the ability to operate under this policy of the offending employer.
14. Failure of the Wrecker Company or Storage Facility to maintain the bonds or insurance required by this policy will result in termination of the ability to operate under this policy. No wrecker may operate under the provisions of this policy until the required bond and insurance has been obtained or reinstated and proof of same has been given to the City Secretary and the Wharton Police Department.
15. If and when it becomes necessary in any manner to disconnect, tamper with or damage the gear, emergency brake, or any other part of a vehicle before towing, Wrecker Company or Storage Facility will, on termination of the tow, repair or put such vehicle back in its condition before the work was done at the Wrecker Company or Storage Facility own expense.
16. Inspection of Equipment: A police representative may make an inspection of the Wrecker Company or Storage Facility wreckers at any time to insure that they meet the standards and that the number of wreckers required under the policy are available for service and have the required emergency equipment. Wreckers found to be wrecked or not meeting standards for any reason will be pulled from service until repaired and thus meet criteria of this policy.
17. Wrecker Company or Storage Facility shall make a wrecker and/or miscellaneous equipment available for inspection when ordered by the Wharton Police Department.
18. If Wrecker Company or Storage Facility fails to make a wrecker and/or miscellaneous equipment available for inspection when so ordered by the Wharton Police Department, or if the Wharton Police Department determines that a vehicle is not in compliance with the provisions of the Wrecker Service Policy and all other applicable rules, regulations and laws, then the City or the Chief of Police or a designated representative may mandate the wrecker and/or equipment be removed from service until made available for inspection and/or brought into compliance with this policy and other applicable rules, regulations and laws.
19. Gross incompetence, as defined herein.

20. The owner of the wrecker or wrecker company who is on the rotation list or any employee or agent for such owner has violated any provisions of this policy.
21. The owner of a Wrecker Company or Storage Facility has failed to comply with the requirement of the Texas Department of Labor and Standards Articles 6687-9(a)(b).

General Procedures

1. Any individual may work under this Policy if they meet the qualifications and requirements.
2. All prospective employees shall be screened, supervised and trained.
3. Any employee charged with stealing anything out of or off a vehicle will be suspended immediately and the Wrecker Company or Storage Facility will assist the City in any prosecution of such matter.
4. All employees shall be required to wear clean clothes, be well groomed, and be prompt and courteous in order to maintain their use on the rotation.
5. All drivers of Wrecker Companies or Storage Facilities shall be required to wear company uniforms.
6. All wrecker drivers must be approved by Wharton Police Department before the driver is qualified to operate under this policy.
7. DRIVERS SHALL BE SUSPENDED OR TERMINATED IMMEDIATELY FOR SOLICITING.
8. Any complaint or problem will be handled promptly.
9. Wrecker drivers will pick up glass and remove it; not leaving it piled up on the side of the street for damage or injury that could occur.
10. All accident scenes will be cleaned of all debris. An absorbent will be carried and used to soak up oil and gasoline.
11. There will be no loitering of wrecker drivers around impounded vehicles.
12. Trucks will be washed a minimum of once a week inside and outside and will be kept clean at all times.
13. The Wrecker Companies or Storage Facilities shall inspect it's own vehicles operating under this policy on at least a semi-annual basis to assure that they comply with the applicable provisions of the policy. The Wrecker Company or

Storage Facility shall notify the Chief of Police or his representative of the failure of any truck to be brought into prompt compliance if policy violations are found.

Further, Police Department personnel may inspect tow trucks operating hereunder at any time, without warning, and any defects in the trucks will be remedied immediately.

14. The City may utilize City wreckers on City property for tow-aways, on public streets for the towing of police or other City-owned vehicles, or for second tows of all vehicles.
15. The police department shall investigate all complaints arising from reported violations of this article. Any wrecker company or wrecker permits regardless of type, involved in the investigation shall upon determination that a violation did occur and the permitted wrecker or wrecker company was involved shall face a revocation of that permit in the following manner.
16. First offense of any provision of this article shall be a revocation of not less than ninety (90) days; a second offense of this article shall be a permanent revocation of the permit. No revocation shall commence until time for appeal has expired, or a final decision is rendered.
 - (a) A person that has had a position permanently revoked may not apply for a new placement for a period of not less than two (2) years.
 - (b) The time period for offenses will be computed on a two year calendar basis. The originating date will be the day that the removal became final.
 - (c) Appeal procedure. Appeal of the decision to revoke or suspend a Wrecker Company or Storage Facility from the rotation list by the wrecker inspector shall be made to an independent hearing officer to be selected by the city manager. The hearing officer shall hear said appeal upon receipt of a request in writing for such appeal received within fifteen (15) days after the date of the decision for revocation by the wrecker inspector. The wrecker inspector should be required to present evidence upon which the decision was based. The decision of the hearing officer shall be final.
17. All payment for wrecker services shall be paid by the owner of the vehicle and the Wrecker Company shall not look to or expect any type of payment from the City of Wharton.

Determination of public convenience and necessity.

There shall be an initial period of thirty (30) days after the effective date of his policy within which wrecker companies may be placed on the rotation list, after the expiration of such thirty (30) days no wrecker company shall be given a place of the rotation list unless the

Chief of Police shall first declare that public convenience and necessity require the proposed wrecker company be on the rotation list by the police department.

Approved by the Wharton City Council during the regular City Council meeting held February 25, 2002.

CITY OF WHARTON

By: _____
Andres Garza, Jr.
City Manager

Councilmember Ken Freese seconded the motion. All voted in favor.

The twentieth item on the agenda was to review and consider the City of Wharton 2002 Wheel Loader with Quick Coupler System and 2002 Hydraulic Excavator Equipment Bid:

- A. Bid Tabulation.
- B. **Resolution:** A resolution awarding the bid for the lease with the option to purchase the 2002 Wheel Loader with Quick Coupler System and the 2002 Hydraulic Excavator.

City Manager Andres Garza, Jr. presented the bid tabulation, memorandum from Public Works Director Phillip Bush, and a draft resolution awarding the bid for the lease with the option to purchase the 2002 Wheel Loader with Quick Coupler System and the 2002 Hydraulic Excavator to Carruth-Doggett Industries for the 2002 Wheel Loader in the amount of \$2,369.68 per month with the option to purchase and a 2002 Hydraulic Excavator in the amount of \$3,382.93 per month with the option to purchase. Public Works Director Phillip Bush stated that Phase I would take approximately eight (8) months, Phase II would take approximately eight (8) to twelve (12) months, and Phase III would take approximately six (6) months. After some discussion, Councilmember Domingo Montalvo, Jr. made a motion to approve Resolution No. 2002-12, which read as follows:

**CITY OF WHARTON
RESOLUTION NO. 2002-12**

A RESOLUTION AUTHORIZING MAYOR JOEL D. WILLIAMS TO EXECUTE 36 MONTH LEASE AGREEMENTS, WITH THE OPTION TO PURCHASE, BETWEEN CARRUTH DOGGETT INDUSTRIES AND THE CITY OF WHARTON FOR A 2002 WHEEL LOADER AND A 2002 HYDRAULIC EXCAVATOR .

WHEREAS, the City of Wharton City Council wishes to authorize Mayor Joel D. Williams to execute 36 month lease agreements, with the option to purchase, between the Carruth

Doggett Industries and the City of Wharton for a 2002 Wheel Loader in the amount of \$2,369.68 per month and a 2002 Hydraulic Excavator in the amount of \$3,382.93 per month; and

WHEREAS, Carrth Doggett Industries wishes to accept the agreements for the lease, with the option to purchase, a 2002 Wheel Loader and a 2002 Hydraulic Excavator; and

WHEREAS, the City of Wharton and Carruth Doggett Industries to be bound by the conditions as set forth in Attached "A".

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

Section I. That the City Council of the City of Wharton hereby authorizes Mayor Joel D. Williams to execute 36 month lease agreements, with the option to purchase, between Carruth Doggett Industries and the City of Wharton a 2002 Wheel Loader in the amount of \$2,369.68 per month and a 2002 Hydraulic Excavator in the amount of \$3,382.93 per month.

Section II. That the City of Wharton and Carruth Doggett Industries are hereby bound by the conditions as set forth in Attached "A".

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

Passed, Approved, and Adopted this 25th day of February 2002.

CITY OF WHARTON, TEXAS

JOEL D. WILLIAMS
Mayor

ATTEST:

JOYCE VASUT
City Secretary

Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

The twenty-first item on the agenda was to review and consider an ordinance amending the City of Wharton Code of Ordinances, Chapter 62, Article II. Sections 62-36 through 62-41 relating to Non-Paid Police Officers; Containing other provisions to the foregoing subject; containing a savings clause; providing for severability; and declaring an emergency. Police Chief Tim Guin informed the City Council that due to changes in state regulations, the language of reserved needed to be eliminated and replaced with non-paid. After some

discussion, Councilmember V. L. Wiley, Jr. made a motion to approve Ordinance No. 2002-04, which read as follows:

**CITY OF WHARTON
ORDINANCE NO. 2002-04**

AN ORDINANCE AMENDING THE CITY OF WHARTON CODE OF ORDINANCES, CHAPTER 62, ARTICLE II. SECTIONS 62 – 36 THROUGH 62-41 RELATING TO NON-PAID POLICE OFFICERS; CONTAINING OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHARTON, TEXAS that Chapter 62, Article II. Police Non-Paid Officers be amended as follows:

ARTICLE II. POLICE NON-PAID FORCE

Sec. 62-36. Established; composition; compensation.

A police non-paid force is hereby established, the members of which shall be appointed at the discretion of the chief of police. The members shall serve without pay as peace officers during the actual discharge of official duties.

Sec. 62-37. Qualifications; size of force.

The police non-paid force shall have such qualifications and standards of training as shall be required by law and as supplemented by order of the chief of police. The size of the police non-paid force shall not exceed the number of officers authorized for the regular police force.

Sec. 62-38. Carrying weapons.

No person appointed to the police non-paid force may carry a weapon or otherwise act as a peace officer until he has been approved by the chief of police. After approval, he may carry a weapon only when authorized by the chief of police and when discharging official duties as a duly constituted peace officer.

Sec. 62-39. Service.

Members of the police non-paid force serve at the discretion of the chief of police and may be called into service at any time the chief of police considers it necessary to have additional officers to preserve the peace and enforce the law.

Sec. 62-40. Uniform compensation.

Members of the police non-paid force may serve without compensation but the city council may provide uniform compensation for members of the police non-paid force. The compensation

shall be based solely upon time served by a member of the police non-paid force while in training for or in the performance of official duties.

Sec. 62-41. Relationship to regular full-time police force.

Non-paid police officers shall act only in a supplementary capacity to the regular police force and shall in no case assume the full-time duties of regular police officers without first complying with all requirements for such regular police officers.

Savings Clause.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the city council in adopting this ordinance, that no portion thereof, or provision or regulation continued herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this ordinance.

Severability.

Unless expressly provided otherwise, if any provision of this Code or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Code that can be given effect without the invalid provision or application, and to this end the provisions of this Code are severable.

Passed, Approved and Adopted this 25th day of February 2002.

CITY OF WHARTON, TEXAS

By: _____
Joel D. Williams
Mayor

ATTEST:

JOYCE VASUT
City Secretary

APPROVED AS TO FORM:

PAUL WEBB

City Attorney

Councilmember Domingo Montalvo, Jr. seconded the motion. All voted in favor.

The twenty-second item on the agenda was to review and consider the Boards, City Council Committee, and Commission Reports:

- A. Electrical Board meeting held January 29, 2002.
- B. City Council Finance Committee Meeting held February 1, 2002.
- C. Wharton Regional Airport Board meeting held February 5, 2002.
- D. City Council Street & Drainage Committee meeting held February 11, 2002.
- E. Beautification Commission meeting held February 13, 2002.
- F. Wharton Economic Development Corporation meeting held January 15, 2002 and February 18, 2002.

City Manager Andres Garza, Jr. presented the reports to the City Council. After some discussion, Councilmember Don Mueller made a motion to approve the reports as presented. Councilmember Ken Freese seconded the motion. All voted in favor.

The twenty-third item on the agenda was the City Manager's Reports:

- A. Police Department
- B. City Secretary/Personnel
- C. Municipal Court
- D. E.M.S. Department
- E. Fire Department Incidents/Inspections
- F. Code Enforcement Department
- G. Water & Sewer Department
- H. Public Works Department
- I. Engineer/ Planning Department
- J. Facilities Maintenance Department
- K. Community Services Department
- L. Wharton Municipal Pool
- M. Wharton Regional Airport
- N. Legal Department
- O. Weedy Lots/Sign Ordinance

City Manager Andres Garza presented the reports to the City Council. After some discussion, no action was taken.

The twenty-fourth item on the agenda was adjournment. Councilmember Don Mueller made a motion to adjourn the meeting. Councilmember V. L. Wiley, Jr. seconded the motion. All voted in favor.

The meeting was adjourned at 8:39 p.m.

CITY OF WHARTON, TEXAS

By:

JOEL D. WILLIAMS
Mayor

ATTEST:

JOYCE VASUT
City Secretary