



CITY COUNCIL REGULAR AGENDA - **AMENDED**

Tuesday, October 25, 2022

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, October 25, 2022, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

Gentlemen are requested to remove their hats inside the City Council Chambers. As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate." Please, no talking during the meetings. Take all conversations outside so that others can hear.

Thank you!

Open Session

- | | |
|---|-------|
| 1. Call to Order | Moore |
| 2. Invocation | Moore |
| 3. Pledge of Allegiance to the United States Flag and to the Texas State Flag | Moore |

Public Comment

Public Comment – Members of the public are entitled to speak on any topic. Additionally, members of the public may comment on any action item before or during its consideration. Speakers are Requested to Stand at the Podium and State Their Name and Address. Speakers Should Fill out the Form at the Podium and Turn it into the City Secretary. Please Do Not Exceed Five (5) Minutes.

4. **Public Comment**

Announcements, Presentations and Public Hearings

Public Hearings – The Council will take Input on Items Requiring Public Hearing Items **Prior** to any Action.

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|-----------------------------------|---|-------|
| 5. Proclamation - World Polio Day | 6 | Moore |
| 6. Proclamation - Red Ribbon Week | 7 | Moore |

City Manager's Report

- | | | |
|---|------|--------|
| 7. City Manager's report on the following items: | 8-13 | Darden |
| <ul style="list-style-type: none">○ Update on Large Item Pickup, District 4 - Oct. 19, 2022○ Update on the Sports Complex Water Line Project○ Update on the Comanche Trail Festival of Lights○ Boards & Committees | | |

Consent Items

- | | | |
|---|-------|-------------|
| 8. Approval of the City Council Minutes of the Regular Meeting of October 11, 2022 and of the City Council Minutes of the Special Meetings of October 10, 2022, October 12, 2022, October 17, 2022 and October 20, 2022. | 14-27 | Davis |
| 9. Final Reading of a Resolution Repealing City Council Resolution 013-2022 Which Authorized and Directed the City Manager to Submit an Application for a Safer Grant on Behalf of the Fire Department; Providing for Severability; and Providing an Effective Date | 28 | Medina |
| 10. Final Reading of an Ordinance Amending Chapter 44 "Solid Waste" Article I "In General," Section 44-7 "Collection by City: Exception," Subsection (d) to Update the Section with New Big Sandy Landfill Address; and Amending Section 44-8 "Collection of City-Furnished Containers," Subsection (c), to Prohibit the Blocking of Containers Set by the User; Providing for Severability; Providing for Publication; and Providing an Effective Date | 29-30 | Bowles |
| 11. Acknowledge Receipt of the Big Spring Economic Development Corporation Minutes of the Regular Meeting of September 20, 2022. | 31-32 | Mark Willis |
| 12. Acknowledge Receipt of Planning & Zoning Committee Minutes for the Regular Meeting of September 6, 2022 | 33-34 | Bowles |

Vouchers

13. Vouchers for 10/13/22	\$	1,037,171.84	McDonald
Vouchers for 10/20/22	\$	1,154,853.74	
Manual Cks & Drafts	\$	616,076.69	

Bids

14. Consideration and Possible Action on Awarding a Bid for a 2022 John Deere Backhoe for the Distribution and Collections Department	35	Medina
15. Consideration and Possible Action on Awarding a Bid for a Second Backhoe for the Distribution and Collections Department	Handout	Medina

New Business

16. Acknowledge Receipt of the Quarterly Claims and Litigation Report for the Third Quarter of 2022 from the City Attorney sent October 11, 2022		Hagen
17. Acknowledge Receipt of the Investment Report for the Quarter Ending September 30, 2022	36-37	S. Smith
18. Acknowledge Receipt of the Quarterly Financial Report	Handout	S. Smith
19. First Reading of an Ordinance of the City Council of the City of Big Spring, Texas Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 4 "Parks and Recreation Board" Section 2-295 by Amending Subsection (d) and Adding a New Subsection (e); and Amending Division 10 "Convention and Visitors Bureau Board," Section 2-315 by Adding a New Subsection (c) in Order to Inactivate the Said Boards and Release the Members of Each Board for Potential Consideration for Service on Other Boards; Providing for Severability; and Providing an Effective Date	38-39	Lewis
20. Consideration and Possible Action on an Agreement with AirMedCare Network for Payroll Deduction Memberships and Authorizing the City Manager or His Designee to Execute any Necessary Documents	40-47	Medina
21. Consideration and Possible Action on a Contract Extension, Amendment #7 with Vector Fleet Management for the Annual	48-52	Medina

Pricing Adjustment and Authorizing the City Manager or His Designee to Execute any Necessary Documents

- | | | | |
|-----|--|-------|---------|
| 22. | Consideration and Possible Action on a Contract Agreement for Auditorium HVAC Renovations for \$692,525.00 to be Drawn from the Hotel/Motel Tax Fund and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 53-60 | Lewis |
| 23. | Discussion on Requiring the Timely Repair or Boarding Up of Broken Windows in the Downtown Area Between Goliad Street and Gregg Street, and First Street and Sixth Street | 61 | Ornelas |
| 24. | Discussion Regarding the Charter, Possible Issues with the Charter that May Require Amendment, and the Charter Review Committee | 62 | Ornelas |
| 25. | Boards & Committees
Planning & Zoning Commission
Terry McDaniel - Nominated by Mayor Moore
Zoning Board of Adjustments
Jeanie Knocke - Nominated for Reappointment by Mayor Moore
Carrie Rodman - Nominated for Reappointment by Council Member Hughes, Dist. 3 | | Moore |

Council Input

26. Input

Executive Session

- | | | | |
|-----|---|-------|-------|
| 27. | ADJOURN into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Appointment, Employment, Evaluation and Duties of Municipal Judge | | Moore |
| 28. | RECONVENE into Open Session and Take any Necessary Action on Executive Session Items | | Moore |
| 29. | First Reading of an Ordinance Establishing Compensation and Benefits for the Presiding Judge and Associate Judges of the Municipal Court of Big Spring, Texas | 63-64 | Moore |
| 30. | Consideration and Possible Action on a Contract Agreement with the Presiding Judge of the Municipal Court | | Moore |

31. **ADJOURN**

Moore

The City Council reserves the right to meet in executive session on any agenda item should the need arise pursuant to Chapter 551, Subchapter D of the Texas Government Code, or the Texas Disciplinary Rules of Professional Conduct.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, October 21, 2022 at 5:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's Website, www.mybigspring.com, in accordance with legal requirements.


Tami L. Davis, City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTING TAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.



PROCLAMATION DECLARING OCTOBER 24, 2022 AS WORLD POLIO DAY

WHEREAS, Rotary is a global network of neighbors, friends, leaders, and problem-solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than US\$2.4 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional \$50 million per year, which will be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and

WHEREAS, there are over 1.4 million Rotary members in 46,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad;

NOW, THEREFORE, I Mayor Robert H. Moore III of the City of Big Spring, Texas, do hereby proclaim October 24, 2022 as World Polio Day, in Big Spring, Howard County, Texas and encourage all citizens to join me and Rotary International in the fight for a polio-free world.

GIVEN UNDER MY HAND

and seal of the

City of Big Spring, Texas

this 25th day of October, 2022

Robert H. Moore III, Mayor



**PROCLAMATION OF
THE CITY OF BIG SPRING CITY COUNCIL**

WHEREAS, Alcohol and other drug abuse in this nation has reached epidemic stages; and

WHEREAS, It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, The National Family Partnership is sponsoring the National Red Ribbon Campaign® offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and

WHEREAS, The National Red Ribbon Campaign® will be celebrated in every community in America during "Red Ribbon Week®", October 23-31; and

WHEREAS, Business, government, parents, law enforcement, media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week long campaign; and

WHEREAS, The City of Big Spring further commits its resources to ensure the success of the Red Ribbon Campaign®;

NOW, THEREFORE, BE IT RESOLVED, I, Robert H. Moore, Mayor of the City of Big Spring, Texas, do hereby proclaim October 23-31, 2022, RED RIBBON WEEK® in the City of Big Spring and encourages its citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug - free state.

GIVEN UNDER MY HAND

and seal of the
City of Big Spring, Texas
this 21st day of October, 2022

Robert H. Moore, Mayor



COMMUNITY SERVICES MEMORANDUM

Date: 10/25/22
To: Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: City Managers Report:
Roy Anderson Sports Complex Water Line Project

The raw water tap project in conjunction with CRMWD is finally complete at Roy Anderson Sports Complex after completing a horizontal drilling project and then completely the raw water tap into the CRMWD supply.

Thank you to all the crews and employees that helped with this project. We are currently working on a irrigation and fertilization schedule with city employees so that we can bring our fields back up to the standards that our citizens deserve.



COMMUNITY SERVICES MEMORANDUM

Date: 10/25/22
To: Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: City Managers Report:
Comanche Trail Festival of Lights

The Comanche Trail Festival of Lights will take place during the 2022 Christmas season on starting on December 4-December 25, 2022. This event is held annually in Comanche Trail Park and without it Big Spring would not be known as the Lighted Poinsettia Capital of Texas. City and Park Crews have already started getting ready for the event and if you wish to help volunteer as greeters for the 2022 event you can contact Hayley Lewis at hlewis@mybigspring.com to get on a list.

Highlighted names will expire as of 9/30/22.



Board Name: **Term** **Expires**

McMAHON/WRINKLE AVIATION

ADVISORY BOARD Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Johnathan Ray	10/11/2022		9/30/2023	1
Adriel Saldivar	7/12/2022		9/30/2024	2
				3
Jim Little	7/26/2022		9/30/2024	4
				5
				6
				Mayor

Five (5) openings

Board Name: **Term** **Expires**

BOARD OF ADJUSTMENTS & APPEALS

Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
John Flores (Construction Field)	11/9/2021		9/30/2023	1
Rosie Franco	1/11/2022		9/30/2024	2
				3
Dale Coates (Mechanical Contractor)	2/22/2005	9/24/2019	9/30/2022	5
Tommy Corwin (Construction Field)	2/22/2005	9/24/2019	9/30/2022	5
Richard Wright(Construction Field)	2/22/2005	9/24/2019	9/30/2022	5
Walter Brumley, Jr.(Electrician)	9/26/2017	9/8/2020	9/30/2023	6

Four (4) openings - Need Districts 3, 4, 5 and Mayor.

Board Name: **Term** **Expires**

CONVENTION & VISITORS BUREAU

BOARD Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Sheila Crockett	11/9/2021		9/30/2023	1
Chavonna Parker	11/9/2021		9/30/2024	2
				3
Jay Patel - Hotel Industry Member	9/26/2017	9/8/2020	9/30/2023	4
Kristy Tyra	1/11/2022		9/30/2022	5
				6
Emaan Campbell	1/11/2022		9/30/2022	Mayor

Four (4) openings - Need Districts 3, 5, 6 & Mayor.

Board Name: **Term** **Expires**

PARKS AND RECREATION BOARD

Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Patsy Garza	9/8/2020		9/30/2023	1
Juanita Porras	9/28/2021		9/30/2024	2
Ryan Williams	4/23/2019	9/24/2019	9/30/2022	3
Johnny R. DeLeon	4/23/2019	9/8/2020	9/30/2023	4
Danny Flenniken	4/23/2019	9/24/2019	9/30/2022	4
Nolan Domiguez	9/22/2020		9/30/2022	5
				6

Four (4) openings - Need Districts 3, 5, 6 & Mayor.

Board Name:

PLANNING & ZONING COMMISSION

Term

Three Years

Expires

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Dale Avant	9/24/2013	10/11/2022	9/30/2023	1
TJ (Thomas Jesse)Stewart	7/13/2021		9/30/2024	2
				3
Kelley Owens	9/26/2017	9/8/2020	9/30/2023	4
Tammy DePauw	3/14/2017	9/24/2019	9/30/2022	5
Kevan Schooler	9/26/2017	9/8/2020	9/30/2023	5
Aubrey Weaver, Jr	9/24/2013	9/24/2019	9/30/2022	6

Three (3) openings - Need Districts 3, 6 and Mayor.

Mayor appointment (Terry McDaniel) will be on 10/25 agenda

Board Name:

TRAFFIC COMMISSION

Term

Three Years

Expires

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Sharon DeAnda	11/9/2021		9/30/2023	1
Rhonda Paredes	2/22/2022		9/30/2023	2
April Arms	7/12/2022		9/30/2024	4
Charles Smith	4/23/2019	9/8/2020	9/30/2023	5
Roy Gomez, Jr	4/23/2019		9/30/2022	5
Kyle S. Green	11/24/2019		9/30/2022	5
Caroyln Miller	9/14/2021		9/30/2024	6

Two (2) openings - Need Districts 3 & Mayor.

Board Name:

ZONING BOARD OF ADJUSTMENTS

Term

Three Years

Expires

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Debbie Ramirez	7/12/2022		9/30/2023	1

Julie Ramirez	7/12/2022		9/30/2024	2
Carrie Rodman	9/24/2013	9/24/2019	9/30/2022	3
Sherry Wiggington	11/9/2021		9/30/2024	4
Veronica Zuniga	11/9/2021		9/30/2022	5
Mark Sheedy	8/9/2022		9/30/2024	6
Jeanie Knocke	10/26/2021		9/30/2022	Mayor

One (1) opening - Need District 5. - Reappointing C. Rodman & J. Knocke 10/25/22

Board Name: **Term** **Expires**

ALTERNATES

ZONING BOARD OF ADJUSTMENTS Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Maria Padilla	3/22/2022		9/30/2023	1
				2
				3
Jan Hansen	7/12/2022		9/30/2024	4
				5
April Gutierrez	6/14/2022		9/30/2024	6
				Mayor

Four (4) openings - Need Districts 2, 3, 5 & Mayor.

Board Name: **Term** **Expires**

ANIMAL RESCUE AND ADOPTION
COMMITTEE

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Amanda Williams	8/10/2021		9/30/2023	1
Julia Hartman	7/13/2021		9/30/2024	2
Amy French	1/11/2022		9/30/2023	3
Tiffany Rabone	11/9/2021		9/30/2024	4
Brittany Hankins	7/28/2021		9/30/2022	5
				6
				Mayor

Three (3) openings - Need Districts 5, 6 & Mayor.

Board Name: **Term** **Expires**

BIG SPRING ECONOMIC DEVELOPMENT
CORPORATION

Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Cody Williams	10/26/2021		9/30/2023	1
R.Shane Seaton	9/8/2020		9/30/2023	2

Winston (Paschal) Odom	9/8/2020		9/30/2023	3
Raul Benavides	9/27/2022	9/27/2022	9/30/2025	5
Kristy Tyra	9/27/2022		9/30/2025	6

Updated as of 10/21/2022

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, October 11, 2022, with the following members present in person:

COUNCIL MEMBER CODY HUGHES
COUNCIL MEMBER TROY TOMPKINS
COUNCIL MEMBER MAURY SMITH
MAYOR ROBERT MOORE
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER DIANE YANEZ

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
HAYLEY LEWIS	Community Services Director
TAMI DAVIS	City Secretary
TIM GREEN	Municipal Judge

Open Session

Call to Order

Invocation

Scott Kirkland gave the Invocation.

Pledge of Allegiance to the United States Flag and to the Texas State Flag

Boy Scout Oliver Bias led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

Linda Catania invited the community to a Block Party that will be held at Ryan Hall on October 29, 2022.

Announcements, Presentations and Public Hearings

Proclamation - Texas Chamber of Commerce Week

Mayor Moore presented a proclamation to Debby Valverde, Executive Director, and several board members of the Big Spring Chamber of Commerce.

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 4 - Oct. 19, 2022
- Update on ARPA Funds

Todd Darden, City Manager, updated the council on the above captioned items as follows:

Large Item Pickup for District 4 will be on October 19, 2022 and the City of Big Spring has received the ARPA Funds.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of September 27, 2022

Final Reading of an Ordinance Amending the Big Spring City Code, Chapter 8 "Animals," Article V "Miscellaneous Regulations, in Order to Repeal Section 8-12 "Unlawful Restraint; Providing for Severability; and Providing an Effective Date

Final Reading of a Resolution Requesting, on Behalf of the Citizens of Big Spring, That the Texas Department of Transportation Review the Proposal for a Truck Route for the City of Big Spring, Take Appropriate Action, and Notify the City of Comments, in Preparation for the City to Put into Place a New Truck Route

Final Reading of a Resolution Finding that Oncor Electric Delivery Company LLC's ("Oncor" or "Company") Application to Change Rates Within the City Should be Denied; Finding that the City's Reasonable Rate Case Expenses Shall be Reimbursed by the Company; Finding that the Meeting at Which This Resolution is Passed is Open

to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel

Final Reading of a Resolution in Support of State Funding to Match Competitive Federal Rail Programs

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned ordinance, resolutions and minutes, seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member Tompkins, Council Member 0
Smith
NAYS: None

MOTION PASSED

Vouchers

Vouchers for 09/29/22 \$ 344,075.67
Drafts & Manual Cks. \$ 139,603.30

Council Member Hughes reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member Hughes to approve the above captioned vouchers, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member Tompkins, Council Member 0
Smith
NAYS: None

MOTION PASSED

Vouchers for 10/06/22 \$ 359,397.21
Manual Cks & Drafts \$ 616,594.26

Mayor Moore stated that Council Member McDonald reviewed the above captioned vouchers and asked him to approve them.

MOTION WAS MADE BY Mayor Moore to approve the above captioned vouchers, seconded by Council Member Tompkins.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member Tompkins, Council Member 0
Smith
NAYS: None

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid to Purchase a Fire Truck and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Ornelas to award the above captioned bid for a Fire Truck to Southern Emergency & Rescue Vehicle Sales in the \$588,758.00, seconded by Council Member Hughes.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding a Bid to Purchase an Ambulance and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to award the above captioned Ambulance to Southern Emergency & Rescue Vehicle Sales in the amount of \$405,891.31, seconded by Council Member Smith.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding a Bid to Purchase Two EKG Monitors for EMS and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Ornelas to award the above captioned bid for two EKG Monitors for EMS to Zoll EKG in the amount of \$66,551.02, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

New Business

Consideration and Possible Action of the Big Spring Economic Development Corporation Annual Report for 2022

Mark Willis, Director of the Big Spring Economic Development Corporation, presented the Annual Report for 2022. No action was taken.

Consideration and Possible Action Authorizing Event Funding Requests from CVB for the following items:

- a. Oktoberfest
- b. Crossroads Comic and Toy Show

MOTION WAS MADE BY Council Member Hughes to approve the above captioned funding requests, seconded by Council Member Tompkins.

YEAS: Mayor Moore, Mayor Pro Ornelas, Council Member Yanez, Council Member Hughes, Council Member Tompkins, Council Member Smith 6
NAYS: None 0

MOTION PASSED

Consideration and Possible Action to Reschedule Two Regular City Council Meetings from November 22, 2022 at 5:30 pm to November 8 at 6:00 pm; and from December 27 at 5:30 pm to December 13 at 6:00 pm.

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned schedule for two regular City Council Meetings, seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member Tompkins, Council Member Smith 6
NAYS: None 0

MOTION PASSED

First Reading of a Resolution Repealing City Council Resolution 013-2022 Which Authorized and Directed the City Manager to Submit an Application for a Safer Grant on Behalf of the Fire Department; Providing for Severability; and Providing an Effective Date

MOTION WAS MADE BY Council Member Hughes to approve the above captioned resolution, seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member Tompkins, Council Member Smith 6
NAYS: None 0

MOTION PASSED

First Reading of an Ordinance Amending Chapter 44 "Solid Waste" Article I "In General," Section 44-7 "Collection by City: Exception," Subsection (d) to Update the Section with New Big Sandy Landfill Address; and Amending Section 44-8 "Collection of City-Furnished Containers," Subsection (c), to Prohibit the Blocking of Containers Set by the User; Providing for Severability; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Council Member Hughes to approve the above captioned ordinance, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member Tompkins, Council Member Smith **6**
0

NAYS: None

MOTION PASSED

Boards & Committees

McMahon/Wrinkle Aviation Advisory Board

Johnathan Ray - Nominated by Mayor Pro Tem Ornelas, Dist. 1

Planning & Zoning Commission

Dale Avant - Nominated by Mayor Pro Tem Ornelas, Dist. 1

Johnathan Ray was appointed to the McMahon/Wrinkle Aviation Advisor Board and Dale Avant was reappointed to the Planning & Zoning Commission by acclamation.

Council Input

Input

Mayor Moore reported that Happy Day Animal Rescue had a couple of weekends of chipping animals and was very successful. Also reported that the renovations on the animal shelter is in progress and will be opening a new position soon.

All Council Members thanked various staff members for their assistance and all reported having a good trip at the TML Annual Conference.

Council Member Tompkins thanked the boy scout for coming to council.

ADJOURN

Mayor Moore adjourned the meeting at 6:23 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a Special Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 1:30 PM, October 10, 2022, with the following members present in person:

ROBERT H. MOORE	Mayor
NICK ORNELAS	Mayor Pro Tem
DIANE YANEZ	Council Member
CODY HUGHES	Council Member
GLORIA MCDONALD	Council Member
TROY TOMPKINS	Council Member
MAURY SMITH	Council Member

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
TIM GREEN	Municipal Judge

Open Session

Call to Order

Mayor Moore called the special meeting to order at 1:40 p.m. and proceeded with the executive session.

Executive Session

ADJOURN into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Appointment, Employment, Evaluation and Duties of Municipal Judge

At 2:20 p.m. the Council recessed until 3:30 p.m.

At 3:30 p.m. the Council reconvened.

Council Member Hughes did not return after the recess.

RECONVENE into Open Session and Take any Necessary Action on Executive Session Items

No action was taken at this time.

ADJOURN

Mayor adjourned the special meeting at 4:30 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a Special Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 1:30 PM, October 12, 2022, with the following members present in person:

ROBERT H. MOORE	Mayor
NICK ORNELAS	Mayor Pro Tem
CODY HUGHES	Council Member
GLORIA MCDONALD	Council Member
TROY TOMPKINS	Council Member
MAURY SMITH	Council Member

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
TIM GREEN	Municipal Judge

Open Session

Call to Order

Mayor Moore called the special meeting to order at 1:30 p.m. and proceeded with the executive session.

Executive Session

ADJOURN into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Appointment, Employment, Evaluation and Duties of Municipal Judge

At 2:05 p.m. the Council recessed until 3:30 p.m.

At 3:30 p.m. the Council reconvened.

Council Member Hughes did not return after the recess.

RECONVENE into Open Session and Take any Necessary Action on Executive Session Items

No action was taken at this time.

ADJOURN

Mayor Moore adjourned the special meeting at 4:20 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a SPECIAL MEETING in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 1:30 PM, October 17, 2022, with the following members present in person:

MAYOR ROBERT MOORE
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER DIANE YANEZ
COUNCIL MEMBER GLORIA MCDONALD
COUNCIL MEMBER TROY TOMPKINS

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

JOHN MEDINA
ANDREW HAGEN
TIM GREEN

Assistant City Manager
City Attorney
Municipal Judge

Open Session

Call to Order

Mayor Moore called the special meeting to order at 1:37 p.m.

Executive Session

ADJOURN into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Appointment, Employment, Evaluation and Duties of Municipal Judge

MOTION WAS MADE BY Council Member Yanez to adjourn into the above captioned executive session at 1:38 p.m., seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 5
Council Member McDonald, Council Member Tompkins 0

NAYS: None

MOTION PASSED

RECONVENE into Open Session

Council reconvened into open session and no action was taken.

ADJOURN

Mayor Moore adjourned the meeting at 3:00 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

STATE OF TEXAS :
COUNTY OF HOWARD :
CITY OF BIG SPRING :

The City Council of the City of Big Spring, Texas, met in a SPECIAL MEETING in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, October 20, 2022, with the following members present in person:

MAYOR ROBERT MOORE
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER DIANE YANEZ
COUNCIL MEMBER CODY HUGHES
COUNCIL MEMBER GLORIA MCDONALD
COUNCIL MEMBER TROY TOMPKINS
COUNCIL MEMBER MAURY SMITH

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SANDY SMITH	Finance Director
TAMI DAVIS	City Secretary
TIM GREEN	Municipal Judge

Open Session

Call to Order

Mayor Moore called the special meeting to order at 5:32 p.m. and gave an invocation.

Executive Session

ADJOURN into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Appointment, Employment, Evaluation and Duties of Municipal Judge

MOTION WAS MADE BY Council Member McDonald to adjourn into the above captioned executive session at 5:33 p.m., seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez,	7
Council Member Hughes, Council Member McDonald, Council Member	0
Tompkins, Council Member Smith	

NAYS: None

MOTION PASSED

RECONVENE into Open Session and Take any Necessary Action on Executive Session Items

Council reconvened into open session at 6:14 p.m.

Council voted to appoint the Judge of the Municipal Court by paper ballot as follows;

Mayor Moore voting for Mandy Haynes;

Mayor Pro Tem Ornelas voting for Marie Ornelas;

Council Member Yanez voting for Marie Ornelas;

Council Member Hughes voting for Mandy Haynes;

Council Member McDonald voting for Mandy Haynes;

Council Member Tompkins voting for Marie Ornelas; and

Council Member Smith voting for Mandy Haynes.

By a majority vote of four (4) to three (3), Mandy Haynes was appointed as Judge of the Municipal Court for the City of Big Spring.

Adjourn

MOTION WAS MADE BY Council Member Smith to adjourn the special meeting at 6:24 p.m., seconded by Council Member McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez,	7
Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	0

NAYS: None

MOTION PASSED

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, REPEALING CITY COUNCIL RESOLUTION 013-2022 WHICH AUTHORIZED AND DIRECTED THE CITY MANAGER TO SUBMIT AN APPLICATION FOR A SAFER GRANT ON BEHALF OF THE FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, due to the City's limited budget; City Council finds it necessary to proceed as follows;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS, THAT:

SECTION 1. The Big Spring City Council hereby repeals Resolution 013-2022 in its entirety.

~~The City Manager or his designee is hereby authorized and directed to file an application, and to submit any needed information or documentation required with said application, for a SAFER Grant.~~

~~This Council hereby acknowledges and agrees that if the City's application is approved, participation in the SAFER Grant Program will require compliance with the Program's guidelines and assurances.~~

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **October, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **25th** day of **October, 2022** with all members of the Council voting "aye" for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE BIG SPRING CITY CODE, CHAPTER 44 "SOLID WASTE" ARTICLE I "IN GENERAL," SECTION 44-7 "COLLECTION BY CITY; EXCEPTION," SUBSECTION (d) TO UPDATE THE SECTION WITH NEW BIG SANDY LANDFILL ADDRESS; AND AMENDING SECTION 44-8 "COLLECTION OF CITY-FURNISHED CONTAINERS," SUBSECTION (c), TO PROHIBIT THE BLOCKING OF CONTAINERS SET BY THE USER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds that the address referenced in the ordinance has not been updated to reflect the location of the new Big Sandy Landfill; and

WHEREAS, the City Council finds that a modification of the existing ordinance is required to allow placement of rollout containers by the user and prohibit the blocking thereof;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS:

SECTION 1. The City of Big Spring Code of Ordinances Chapter 44 entitled "Solid Waste," Article I "In General," Section 44-7 "Collection by city; exception" Subsection (d) is hereby partially amended to read as follows:

Sec. 44-7. Collection by city; exception.

...

- (d) Exception. The private collection of brush, shrubs, leaves, grass, and tree trimmings and cutting of such for hire, or otherwise, shall be allowed notwithstanding the provisions of this section; provided, however, such brush, shrubs, grass, and tree trimmings and cuttings shall be transported in a covered vehicle to the city landfill located at ~~4100 E FM 700~~. 3601 Old Colorado City Highway.

SECTION 2. The City of Big Spring Code of Ordinances Chapter 44 entitled "Solid Waste," Article I "In General," Section 44-8 "Collection of city-furnished containers," Subsection (c) is hereby amended to read as follows:

Sec. 44-8. – Collection of city-furnished containers.

...

- (d) It shall be unlawful for any person, firm or corporation to block access to solid waste containers ~~placed by the sanitation department~~ in a manner that hinders the collection of solid waste. In

the event a solid waste container is located in a street within ten (10) feet of the driveway of the residence to which it is assigned, there is a rebuttable presumption that the container was placed by the authority of the public works director or his designee.

NOTE: Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 3. Should any section, paragraph, sentence, clause, phrase, or word of this Ordinance be declared unconstitutional or invalid for any purpose, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. The City Secretary is hereby ordered and directed to cause the descriptive caption as well as the penalties for violation of this ordinance to be published as required by law.

SECTION 6. This ordinance shall take effect immediately after its publication in accordance with the provisions of Section 52.013, Texas Local Government Code, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 11th day of October, 2022, with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 25th day of October, 2022, with all members of the Council present voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, September 20, 2022, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, September 20, 2022 in the offices of the Big Spring Economic Development Corporation. The following notice was sent on September 13, 2022 to all Directors, the news media, and duly posted on September 13, 2022, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, September 20, 2022, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Public Comment, Action on Minutes of the August 30, 2022, Regular Meeting, Action to Approve the 2021-2022 Annual Report, Action to Approve 2022-2024 Depositor Bids, Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

Mr. Shane Seaton- President
Mr. Raul Benavides- Secretary/Treasurer
Mr. Paschal Odom
Mr. Cody Williams

Directors Absent:

Mr. Jeff Ward- Vice President

Staff Present:

Mr. Mark Willis
Ms. Teresa Morris

Guests that signed in: Andreia Medlin

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Mr. Seaton called the meeting to order at 5:15 p.m. Mr. Benavides led the invocation and pledge.

ACTION ITEM #2- Public Comment:

None

AGENDA ITEM #3- Action on Minutes of the August 30, 2022 Regular Meeting:

Mr. Seaton presented the Minutes. Motion to accept the Minutes was made by Mr. Benavides seconded by Mr. Odom. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Action to Approve August Investment & Financial Report:

Mr. Benavidez presented the Financials. Motion to approve the Investment & Financial Report was made by Mr. Benavides seconded by Mr. Williams. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Consideration/Action to Approve 2021-2022 Annual Report:

Mr. Willis presented the Annual Report. Motion to approve the Annual Report was made by Mr. Odom, seconded by Mr. Benavides. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #6- Consideration/Action to Approve 2022-2023 Depository Bid:

Ms. Morris presented the Depository Bid. Motion to grant the Depository Bid to Western Bank was made by Mr. Benavides, seconded by Mr. Odom. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #7- Directors Report:

Projects: The City and EDC have been informed that we have been awarded the EDA Grant. The EDC Director met with the County Commissioner Court in closed session to discuss County participation in the package associated with the redevelopment of the Ramada Inn/Prison property. The EDC Director participated in the preliminary demolition bid meeting for the Ramada Inn/Prison with companies interested in the project September 8th. Bids are expected to be submitted by the end of September. The restaurant prospect the EDC and City have been working with is preparing a sign variance request that should move forward for City consideration in September. The EDC Associate Director played a leading role in the coordination of the Ports to Plain annual meeting held in Big Spring September 14 - 16. The large County industrial prospect remains on hold pending state response to the proposed 313 Agreement with Big Spring ISD. EDC and City staff continue to work with a hotel prospect interested in a Big Spring location and perhaps acquiring additional land for a mixed-use project. The cotton seed shipping and several other rail related projects are being discussed at the Airpark. The EDC Director and City leaders met with Brent Ryan to discuss the further development of his properties downtown. The EDC budget for 2022-23 was approved by the City Council.

Meetings: The EDC Associate Director helped to facilitate additional rail meetings to discuss future developments with UP and Big Spring Rail. The EDC Director attended a breakfast meeting with Lt. Governor Dan Patrick. The EDC Director participated in two City staff meetings. The EDC Associate Director attended the monthly County leadership meeting. The next Board meeting will be October 20th.

ACTION ITEM #8- Executive Session: in accordance with Texas Government Code, Section 551.087 to discuss or deliberate prospect activity

Mr. Seaton adjourned the Board into Executive Session @ 5:30 pm., September 20, 2022
Mr. Seaton called the Executive Session to order at 5:31 pm., September 20, 2022
Mr. Seaton adjourned out of executive session at 5:54 pm., September 20, 2022
Mr. Seaton reconvened into open session at 5:55 pm., September 20, 2022

AGENDA ITEM #9- Action as a Result of Executive Session:

None

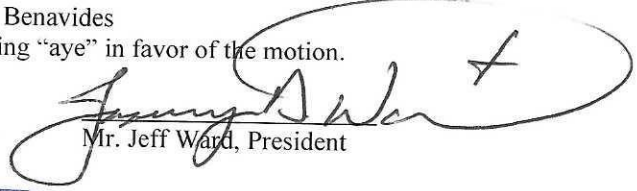
AGENDA ITEM #10-Board Comments: The Board expressed their appreciation to the staff and everyone that was involved in coordinating the Ports to Plains Conference.

AGENDA ITEM #11- Adjourn:

Mr. Odom made a motion to adjourn, seconded by Mr. Benavides
The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.
Meeting adjourned at 5:57 pm on September 20, 2022.

ATTEST:


Mr. Raul Benavides, Secretary/Treasurer


Mr. Jeff Ward, President



PLANNING & ZONING COMMITTEE AGENDA MINUTES

Tuesday, September 06, 2022

Notice is hereby given that the Planning & Zoning Committee of the City of Big Spring, Texas met in Regular Session on Tuesday, September 06, 2022, at 5:30 pm in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

Attendees included: Chairperson Kevan Schooler
 Member Tammy Depauw
 Member Dale Avant
 Member TJ Stewart

Attendees included by telecommunications:
 Member Aubrey Weaver Jr.

Absent Members Member Kelley Harris

Open Session

1. Call to Order

Chairperson Schooler called the meeting to order at
5:32 pm on Tuesday, September 06, 2022

Public Hearings, Announcements and Presentations

Public Hearings- The Commission will take Input on Items Requiring Public a
Hearing Prior to Any Action.

2. Approval of the Planning & Zoning Meeting Minutes of the Regular meeting of June 21, 2022

Chairperson Schooler entertained a motion to accept the minutes for the Planning & Zoning Meeting held on June 21, 2022, with the following correction: to add TJ Stewart as being present.
Vote was 5 ayes and 0 Nays

Old Business

New Business

3. Discussion- Concerning a possible addition to the Zoning Ordinance on homeless shelters and similar uses.

After a lengthy discussion the Planning & Zoning Commission made some suggestions to staff on going forward. The legal department will write the Zoning Ordinance as requested. Legal will present it the Planning & Zoning Commission for farther recommendations.

Commission Input

4. Input All

Chairperson Schooler announced that ~~his position on the board will expire at the end of the month~~ he will be stepping down as Chairperson.

5. Adjourn Schooler

Chairperson Schooler entertained a motion to adjourn.
1st by Member Stewart
2nd by Member Depauw
Vote was 5 ayes 0 nays


Chairperson Kevan Schooler


Date



INTEROFFICE MEMORANDUM

Date: October 20, 2022
To: Mayor and City Council; City Manager
From: John Medina, Assistant City Manager
Re: 310SL John Deere Backhoe/Loader

At the request of the City's Distribution and Collections Department, the Purchasing Department sought out pricing and availability for a 2022 John Deere backhoe. We received a quote in the amount of \$129,000.00 for a 2022 310SL John Deere Backhoe/Loader from Yellowhouse Machinery located in Midland, Texas. The submitted quote is a Sourcewell Cooperative quote.

Staff Recommendation: Due to the price and uncertainty of the current supply chain, staff recommends that the City Council accept the formal quote from Yellowhouse Machinery and proceed with the purchase.

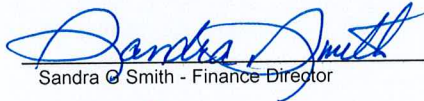
It is also important to note that this piece of equipment is currently available and ready for delivery. We are also awaiting trade-in values on several units that the City currently owns. Yellowhouse Machinery has agreed to accept a trade in once the trade-in values are determined.

City of Big Spring
Cash and Texpool Account Balances
Quarter Ending September 30, 2022

	Market Value 6/30/22	Quarterly Interest Income	Net Additions/ Decreases	Market Value 9/30/22
Checking Accounts				
Operating Checking Account	\$ 17,437,868.12	\$ -	\$ 6,184,579.46	\$ 23,622,447.58
Payroll Checking Account	\$ 625,787.98	\$ -	\$ (624,577.01)	\$ 1,210.97
Health Insurance Checking Account	\$ 822,489.01	\$ -	\$ 248,357.98	\$ 1,070,846.99
Worker's Comp Insurance Account	\$ 1,646,041.94	\$ -	\$ (24,903.48)	\$ 1,621,138.46
Total Checking	\$ 20,532,187.05	\$ -	\$ 5,783,456.95	\$ 26,315,644.00
TexPool Funds				
Utility Escrow	\$ -	\$ -	\$ -	\$ -
Airpark	\$ 527,538.80	\$ 2,651.42	\$ -	\$ 530,190.22
Landfill Closure	\$ 4,420,188.72	\$ 22,630.73	\$ -	\$ 4,442,819.45
Operating Account	\$ 3,076,913.91	\$ 15,753.30	\$ -	\$ 3,092,667.21
Cemetery	\$ 372,880.97	\$ 1,909.07	\$ -	\$ 374,790.04
Health Insurance	\$ -	\$ -	\$ -	\$ -
Total TexPool	\$ 8,397,522.40	\$ 42,944.52	\$ -	\$ 8,440,466.92
Prosperity Bank				
CD - Maturity 12/11/20	\$ 13,022.59	\$ 1.64	\$ -	\$ 13,024.23
Total Prosperity Bank	\$ 13,022.59	\$ 1.64	\$ -	\$ 13,024.23
BBVA Compass				
Money Market - 6748561224	\$ 6,752,661.65	\$ 11,310.59	\$ -	\$ 6,763,972.24
Total BBVA Compass	\$ 6,752,661.65	\$ 11,310.59	\$ -	\$ 6,763,972.24
Brokerage CD's				
Beginning Date 3/13/20				
1st Jackson Bank	\$ 249,000.00	\$ 721.76	\$ -	\$ 249,000.00
1st Source Bank	\$ 247,000.00	\$ 1,805.47	\$ -	\$ 247,000.00
American Express	\$ 248,000.00	\$ 1,062.66	\$ -	\$ 248,000.00
Balboa Thrift Bank	\$ 249,000.00	\$ 169.18	\$ -	\$ 249,000.00
Bank United National Assn	\$ 247,000.00	\$ 217.89	\$ -	\$ 247,000.00
Bankwell Bank	\$ 249,000.00	\$ 432.17	\$ -	\$ 249,000.00
Belmont Bank	\$ 249,000.00	\$ 282.44	\$ -	\$ 249,000.00
BMW Bank	\$ 248,000.00	\$ 1,187.68	\$ -	\$ 248,000.00
Capital One Bank	\$ 248,000.00	\$ 2,000.31	\$ -	\$ 248,000.00
Eagle Bank	\$ 249,000.00	\$ 972.80	\$ -	\$ 249,000.00
Encore Bank	\$ 249,000.00	\$ 282.44	\$ -	\$ 249,000.00
Evergreen Bank	\$ 249,000.00	\$ 627.62	\$ -	\$ 249,000.00
FFCB	\$ 484,532.50	\$ 625.00	\$ -	\$ 484,532.50
First Community Bank	\$ 249,000.00	\$ 313.81	\$ -	\$ 249,000.00
Five Nine Bank	\$ 249,000.00	\$ 313.81	\$ -	\$ 249,000.00
Luana Savings Bank	\$ 247,000.00	\$ 1,805.47	\$ -	\$ 247,000.00
Minnesota West Bank	\$ 249,000.00	\$ 313.81	\$ -	\$ 249,000.00
Preferred Bank	\$ 249,000.00	\$ 436.94	\$ -	\$ 249,000.00
Romney Bank	\$ 249,000.00	\$ 478.56	\$ -	\$ 249,000.00
Sunwest Bank	\$ 249,000.00	\$ 282.44	\$ -	\$ 249,000.00
United States Treasury Notes	\$ 245,516.75	\$ 156.25	\$ -	\$ 245,516.75
United States Treasury NTS	\$ 246,501.25	\$ -	\$ -	\$ 246,501.25
US Treas Sec Stripped Int Pmt	\$ 487,876.50	\$ -	\$ -	\$ 487,876.50
Total Brokerage CD's	\$ 6,186,427.00	\$ 14,488.51	\$ -	\$ 6,186,427.00
Agency Bond				
	\$ 1,000,000.00	\$ 2,500.00	\$ -	\$ 1,000,000.00
Total Cash & Investments	\$ 41,881,820.69	\$ 71,245.26	\$ 5,783,456.95	\$ 48,719,534.39

**City of Big Spring
Monthly Interest Rates
Quarter Ending September 30, 2022**

		JUL	AUG	SEP	Average
TexPool Funds		1.5206%	2.1627%	2.4126%	2.0278%
Prosperity Bank	12 month CD	0.0500%	0.0500%	0.0500%	0.0500%
PNC Bank	Money Market	0.6500%	1.1600%	Closed	0.9050%
Prosperity Bank-Opened August	Money Market		0.6000%	0.7000%	0.6492%


Sandra C. Smith - Finance Director


Todd Darden - City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED “ADMINISTRATION,” ARTICLE VII “BOARDS AND COMMISSIONS,” DIVISION 4 “PARKS AND RECREATION BOARD” SECTION 2-295 BY AMENDING SUBSECTION (d) AND ADDING A NEW SUBSECTION (e); AND AMENDING DIVISION 10 “CONVENTION AND VISITORS BUREAU BOARD,” SECTION 2-315 BY ADDING A NEW SUBSECTION (c) IN ORDER TO INACTIVATE THE SAID BOARDS AND RELEASE THE MEMBERS OF EACH BOARD FOR POTENTIAL CONSIDERATION FOR SERVICE ON OTHER BOARDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Parks and Recreation Board and the Convention and Visitor’s Bureau Boards have not met in an extended period of time; and

WHEREAS, the members of these boards are prohibited from serving on other, more utilized boards of the City due to restrictions on serving on multiple boards; and

WHEREAS, if the boards are rendered inactive, the members will be released from their respective obligations under these boards to potentially serve on other boards of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS, THAT:

SECTION 1. The Big Spring City Code, Chapter 2 entitled “Administration,” Article VII entitled “Boards and Commissions,” Division 4 entitled “Parks and Recreation Board” Section 2-295, is hereby amended by amending subsection (d) and by adding a new subsection (e) which shall read as follows:

Sec 2-295. – Parks and recreation board.

...

(d) Section 2-241 and Section 2-242 shall apply to this board, ~~except that the members of the boards as of June 8, 2021 shall retain their current terms according to their appointments under the prior language of section 40-18, regardless of section 2-241 eligibility requirements relating to city council district, unless removed earlier by city council. Subsequent appointments to the board shall be pursuant to section 2-241.~~

(e) Notwithstanding this section, the Parks and Recreation Board shall be inactive.

SECTION 2. The Big Spring City Code, Chapter 2 entitled “Administration,” Article VII entitled “Boards and Commissions,” Division 10 entitled “Convention and Visitor’s Bureau Board” Section 2-315 is hereby amended by adding a new subsection (c) to read as follows:

Sec. 2-315. Convention and visitor's bureau board.

...

(c) Notwithstanding this section, the Convention and Visitors Bureau Board shall be inactive.

NOTE* Language to be added appears underlined and language to be deleted is ~~stricken~~.

SECTION 3: For the purpose of allowing such members to serve on other boards, all voting members are hereby released from the following boards: Parks and Recreation Board and Convention and Visitors Bureau Board. The eligibility of such members to serve on other boards is not affected.

SECTION 4: Should any section, paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any purpose, the reminder of this ordinance shall not be affected thereby.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 6. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **25th** day of **October, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **8th** day of **November, 2022** with all members of the Council voting "aye" for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

Date: October 20, 2022
To: Mayor and City Council; City Manager
From: John Medina, Assistant City Manager
Re: AirMedCare Network (ACMN) Memberships for City Staff

Human Resources is proud to offer a payroll deduction option for AirMedCare for our employees during Open Enrollment this year. AirMedCare representatives will be at Open Enrollment meetings to answer questions and complete enrollment forms for those employees interested in adding this to their benefits package

In a medical emergency, every second counts, especially when transporting patients who are far away from appropriate medical treatment. AMCN providers respond to scene calls and provide hospital-to-hospital transports—carrying seriously ill or injured patients to the nearest appropriate medical facility. AirMedCare Network is America's largest air ambulance membership network. AMCN provides coverage across 320 locations in 38 states with over 3 million network members. With an AMCN membership, employees will have no out-of-pocket expenses if flown by an AMCN provider. Membership fees cover not just the employee, but anyone who resides within the employee's household.

Below please find an overview of the pricing and payroll plan option for the City of Big Spring. With the city having between 150 and 499 employees, the discounted membership fee would be \$60 per year per employee household for AirMedCare Network membership (emergent care) with a minimum of three employees participating. By comparison, the standard non-business rate is \$85 per year. Please refer to the pricing schedule below.

Based on the city having a bi-weekly pay plan, the payroll deduct enrollment would work as follows. Their Membership Sales Manager will facilitate on-site registrations during Open Enrollment for employees choosing to participate. Upon review and approval, we will invoice for the total amount. The city will pay this expense over six pay periods (three consecutive months) by paying 1/3 of the total invoiced amount at the end of each month following payroll deductions.

For example, enrollment is facilitated in November and the total amount is \$900 (for simple math). Deductions would begin in December and the city would pay \$300 at the end of December following deductions for a January 1st effective date of coverage. In January, the city would pay another \$300 following payroll deductions and again in February. By the end of February, deductions and payments

will conclude as memberships are now paid for in full. Please see below for a breakdown of post-tax deductions.

<u>Term</u>	<u>Total Cost/Post-Tax Deduction (over six pay periods)</u>
1-year membership	\$60/\$10 per pay period
3-year membership	\$170/\$28.33 per pay period
5-year membership	\$275/\$45.83 per pay period
10-year membership	\$520/\$86.67 per pay period

The obvious benefit to the payroll option is it allows your employees to break up payments over six pay periods/installments. This is especially helpful to your lower salaried and hourly employees, making longer-term membership more attainable. AMCN anticipates a 19-20% workforce participation in year one, conservatively.

A truly unique benefit to this method of enrollment is the deductions take place over three consecutive months with coverage in effect after the first payment is received. Once the membership has been paid for in full, the deductions will conclude. For those employees choosing multi-year membership, any remaining time is portable regardless of employment status with the city.

We have provided Council with copies of the plan agreement and application for review. Please let me know if you have any questions or require additional information.

**AirMedCare Network Membership for Payroll Deduct Only
For City of Big Spring**

Organization: City of Big Spring
Physical Address: 310 Nolan St
 Big Spring, TX 79720
Mailing Address:
Contact: John Medina
Phone: 432-264-2346
Email: jmedina@mybigspring.com
County: Howard

Membership Sales Manager/Base: Wes McAden / BD

Participants:

- The Organization is collecting by payroll deduction the fees shown below from the individuals (Participants) listed on a Participant List (to be provided after Participants complete individual membership applications) and remitting such fees to AirMedCare Network so the Participants can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
 - Each Participant must submit a completed membership application to AirMedCare Network.
- For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
- For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

Fees and Payment:

No. of Participants in Initial Group	Rates	Total
_____	1 Year Membership Participant(s) \$ 60.00	\$ -
_____	3 Year Membership Participant(s) \$ 170.00	\$ -
_____	5 Year Membership Participant(s) \$ 275.00	\$ -
_____	10 Year Membership Participant(s) \$ 520.00	\$ -
	Total	\$ -

General Provisions:

- Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
- AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
- This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.
- The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.

Terms and Conditions

AirMedCare Network (“**AMCN**”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**Insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY.** THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM.** The arbitrator is not authorized to award attorney's fees and costs or equitable relief. In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these

Page 3 of 4



Initial _____

terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:

_____ Signature	_____ Signature
_____ Printed Name	<i>Keith Hovey</i> _____ Printed Name
_____ Title	<i>Vice President</i> _____ Title
_____ Organization Name	<i>Membership</i> _____ Division
_____ Date	_____ Date

MEMBERSHIP APPLICATION - City of Big Spring

1. MEMBER INFORMATION (please print)

Primary Member First Name		Primary Member Last Name		
Home Phone Number ()	Cell Phone Number ()		Date of Birth / /	
E-mail Address		Current Member Household ID#		
Mailing Address	City	State	Zip	County
Home Address (if different than above)	City	State	Zip	County

I AGREE TO THE TERMS AND CONDITIONS V.01.2021 (shown within this document) FOR ALL MEMBERSHIP PRODUCTS I AM PURCHASING.

Initials	Date
----------	------

FOR QUESTIONS OR TO ENROLL BY PHONE:

Wes McAden
Membership Sales Manager
843-708-6192
Herbert.McAden@gmr.net

2. ADDITIONAL HOUSEHOLD MEMBERS (for additional members, write in empty space on this application)

Secondary Member First Name	Secondary Member Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /
First Name	Last Name	Date of Birth / /

3. MEMBERSHIP OPTIONS (select one)

AMCN EMERGENT COVERAGE	10 YEAR	5 YEAR	3 YEAR	1 YEAR
Discounted Rate	☐ \$520	☐ \$275	☐ \$170	☐ \$60

* Multi-year memberships not available in AK & CA. 10-year membership not available in IN. Terms & conditions apply.

4. PAYROLL DEDUCT AUTHORIZATION

☒ Payroll Deduct ☐ Membership Opt-Out

I authorize City of Big Spring to deduct the above selected amount from my paycheck for my AirMed-Care Network Membership.

If my employment ends prior to the full membership amount being deducted from my paycheck(s), I understand that the remaining balance will be deducted from my final paycheck.

X _____ / /
 Signature required Date



FOR OFFICE USE ONLY		
GET CODE	TRACK CODE	PLAN CODE
	14396	18805

AIRMEDCARE NETWORK* TERMS AND CONDITIONS

AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

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9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

**Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.*

v.01_2021

IMPORTANT INFORMATION

If our network provider in your area is not requested for your transport or if it is not available for any reason such as being committed on another patient flight or out of service for weather or maintenance-related issues, you may need to be transported by a ground ambulance or an out of network air ambulance provider. Your membership only covers flights by AirMedCare Network participating providers so you will be responsible for payment to other service providers. It is important that you get the medical care you need as quickly as possible, regardless of who provides the transport, so you have the best chance for survival and degree of recovery.



MEMORANDUM

Date: October 20, 2022
To: Mayor and City Council; City Manager
From: John Medina, Assistant City Manager
Re: Vector Fleet Contract Renewal

In 2013, the City of Big Spring accepted proposals from companies to provide fleet repair services. The proposal from Vector Fleet was accepted and approved by the City Council. The original term of the Contract was from December 1, 2013, to November 30, 2016, for thirty-six (36) months. Thereafter the contract has been extended annually to provide fleet services as long as the services are mutually beneficial. Vector Fleet Management has been in business for 35 years. They currently provide fleet services in Texas to Ector and Midland counties as well as cities such as Carrollton and Addison.

The City and Vector Fleet now desire to extend the current contract for an additional year, ending on November 30, 2023, with an annual target cost rate of \$881,305.00. This is a 3% increase as compared to the contract modifier rate of CPI-Transportation for State of Texas, currently at 17.1%. The non-target labor rate will increase to \$48.39 per hour.

Staff recommendation is to approve the contract extension through November 13, 2023, applying a 3% increase. This action will extend the agreement with Vector Fleet Management to continue to provide the City with fleet maintenance and repair services.



August 29, 2022

Mr. John Medina
City of Big Spring
310 Nolan Street
Big Spring, TX 79720

**RE: Fleet and Equipment Maintenance and Management Services, Amendment #7 (FY 2022-2023)
for Annual Pricing Adjustment and Contract Extension.**

Dear Mr. Medina:

Please find attached Contract Amendment # 7 (FY 2022-2023) for the Annual Rate Adjustment and Contract Extension.

For the upcoming contract year, we propose the following pricing adjustments:

- We will be adjusting the Annual Target Cost rate at the 3% max rate cap, per contract Amendment #4. Note: Current CPI-Transportation, for State of Texas is 17.1% for July 2022.
- Non-Target labor rate of \$48.39 for all Normal and Emergency directed hours.

If you have any questions, please contact me at 561-339-6877. We look forward to continuing our valued relationship in support of the City of Big Spring Fleet Management and Maintenance.

Sincerely,

Aubrey Felton
Executive Vice President

cc: Alice Hicks
Steve Benedict
Craig Moran

Amendment Seven to the Agreement for Fleet Management and Maintenance between

**The City of Big Spring, Texas
And
Vector Fleet Management, LLC**

This amendment is made the 1st day of December, 2022 by and between the City of Big Spring, Texas (“the City”) and Vector Fleet Management, LLC (“the Contractor”).

Whereas, the original term of the Contract having been from December 1, 2013 to November 30, 2016 for thirty-six (36) months; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2016 to November 30, 2017; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2017 to November 30, 2018; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2018 to November 30, 2019; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2019 to November 30, 2020;

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2020 to November 30, 2021;

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2021 to November 30, 2022;

NOW, THEREFORE, in consideration of the mutual benefits conferred, the parties, acting by and through their duly appointed and authorized representatives, agree to the following amendments to the Fleet Management and Maintenance Agreement.

1. The City and the Contractor now desire to extend the Current Contract for an additional One (1) Year Period, ending on November 30, 2023 with an annual target cost rate of \$881,305 (Eight hundred eighty-one thousand, eight hundred and five dollars). This is a 3% increase as compared to contract modifier rate of CPI-Transportation for State of Texas, currently at 17.1%. The Non-Target labor rate will increase to \$48.39 per hour.

WITNESS:



Alice Hicks

CONTRACTOR:



8/29/2022

**Aubrey Felton
Executive Vice President**

CITY:

Date

**Todd Darden
City Manager**

**Exhibit I
Annual Rate Detail**

**VECTOR FLEET MANAGEMENT, LLC
City of BIG SPRING, TX**

Category	Dec 2021 - Nov 2022	Dec 2022 - Nov 2023
Labor Cost	\$442,260.88	\$455,528.70
Parts and Supplies	\$255,157.84	\$262,812.57
Overhead	\$71,530.89	\$73,676.82
Subtotal Cost Target	\$768,949.61	\$792,018.09
Administrative Costs	\$37,319.79	\$38,439.39
Management Fee	\$49,366.52	\$50,847.52
Total Annual Price	\$855,635.92	\$881,305.00
Labor Rate: Non-Target/Directed Work	\$46.98	\$48.39
Labor Rate: Emergency Work	\$46.98	\$48.39
Mark Up on Non-Target Parts and Outside Repairs	10%	10%

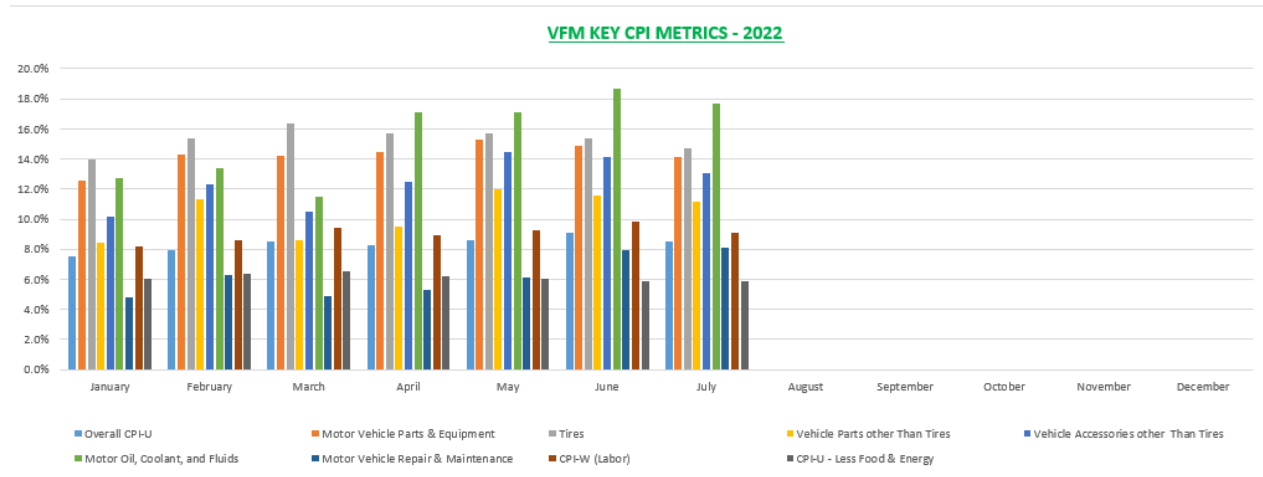
Exhibit II

Industry Consumer Price Indexes

Consumer Price Index Tracker



	2022												
	January	February	March	April	May	June	July	August	September	October	November	December	Trend
Overall CPI-U	7.5%	7.9%	8.5%	8.3%	8.6%	9.1%	8.5%						
Motor Vehicle Parts & Equipment	12.6%	14.3%	14.2%	14.5%	15.3%	14.9%	14.1%						
Tires	14.0%	15.4%	16.4%	15.7%	15.7%	15.4%	14.7%						
Vehicle Parts other Than Tires	8.4%	11.3%	8.6%	9.5%	12.0%	11.6%	11.2%						
Vehicle Accessories other Than Tires	10.2%	12.3%	10.5%	12.5%	14.5%	14.1%	13.1%						
Motor Oil, Coolant, and Fluids	12.7%	13.4%	11.5%	17.1%	17.1%	18.7%	17.7%						
Motor Vehicle Repair & Maintenance	4.8%	6.3%	4.9%	5.3%	6.1%	7.9%	8.1%						
CPI-W (Labor)	8.2%	8.6%	9.4%	8.9%	9.3%	9.8%	9.1%						
CPI-U - Less Food & Energy	6.0%	6.4%	6.5%	6.2%	6.0%	5.9%	5.9%						
CPI - Transportation SW U.S.				20.6%	21.6%	21.1%	17.1%						





COMMUNITY SERVICES MEMORANDUM

Date: 10/25/22
To: Mayor and City Council
Todd Darden, City Manager
From: Terri Telchik, Facilities Coordinator
Hayley Lewis, Community Services Director
Subject: Contract for Auditorium HVAC Project

We are respectfully the Mayor or his designee be authorized to execute any and all necessary documents in order to enter into contract with Varitec for the Auditorium HVAC Renovation Project at a cost of \$692,525.00. This project is an approved budgeted expenditure through the Convention and Visitors Bureau and will be paid out of the Hotel Tax Fund. There will be a final 10% contingency on this project until all training, operations, and approval of the completed project has occurred.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement Between Owner and Contractor ("**Agreement**"), with an effective date of October 26, 2022 (the "**Effective Date**"), is made and entered into by and between:

Owner Name:	City of Big Spring	
Address:	310 Nolan Street, Big Spring, TX 79720	
Representative Name and Title:	Todd Darden	City Manager
Representative Phone/Email:	423-264-2401	tdarden@mybigspring.com

and Contractor:

Contractor Name:	Javine Ventures West Texas, LLC ("Contractor")	
Address:	2405 114th Street, Lubbock, Texas 79423	
Representative:	Jacob Sublett	Managing Partner
Representative Phone/Email:	(806) 589-9707	jacobs@varitecsolutions.com

For the following Project:

Project Name:	Big Spring Municipal Auditorium HVAC Renovations ("Project")
Project Address:	310 E. 3rd Street
Project Owner:	City of Big Spring

The Parties agree as follows:

- 1.1. CONTRACTUAL RELATIONSHIP.** Contractor is an independent contractor, and not an agent or employee, of Owner in any way. Each Party agrees to act on the basis of mutual trust, good faith and fair dealing related to this Agreement. Contractor shall provide all supervision, labor, materials, equipment, and services necessary to complete the Work in accordance with, and reasonably inferable from, the Contract Documents (defined in Section 1.2 below) and consistent with the Progress Schedule, as may change from time to time. The Parties shall each endeavor to promote harmony and cooperation and perform in an economical and timely manner.
- 1.2. CONTRACT DOCUMENTS.** The Contract Documents include this Agreement, Exhibit A Contractor's Proposal, Exhibit B Plan Documents provided by Fincher Engineering, specifications, drawings, addenda, amendments, other documents listed in this Agreement, and modifications issued in accordance with this Agreement. Owner shall, upon request, provide to Contractor copies of the existing Contract Documents for the Project. Contractor hereby agrees and warrants that it shall provide copies of applicable portions of the Contract Documents to its proposed subcontractors and suppliers. Nothing shall prohibit Contractor from obtaining copies of the Contract Documents from Owner at any time after this Agreement is executed, and Owner will provide them upon request.
- 1.3.** The following Exhibit(s) to this Agreement are part of this Agreement by and are integral to this Agreement upon execution:
 - 1.3.1.** Exhibit "A" - Contractor's Proposal Dated 09/01/22 under TIPS Contract # 22010602
 - 1.3.2.** Exhibit "B" - Plan Documents Provided by Fincher Engineering
- 1.4. ORDER OF PRECEDENCE.** This Agreement shall take precedence among the Contract Documents in case of any inconsistency, conflict, or ambiguity.

2. DEFINITIONS

- 2.1. "Day" shall mean calendar day.
- 2.2. "Business Day" means all Days, except weekends and official federal/state holidays where the project is located.
- 2.3. A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the Contract Amount or Contract Time, including substitutions proposed by Contractor and accepted by Owner.
- 2.4. "Law" means a federal, state, tribal or local law, ordinance, code, rule, or regulation applicable to the Work with which a Party must comply that is enacted as of the execution date of this Agreement.
- 2.5. "Contract Price" means the price to be paid as outlined in Exhibit A for the Work to be performed.
- 2.6. "Contract Time" means the time period on the Progress Schedule between starting and completing the Work.
- 2.7. "Work" means the services described in this Agreement, including all activities necessary or incidental to the complete performance of such services.

3. SCOPE OF WORK. The Contractor shall fully execute the Work described in Exhibit A.

4. CONTRACTOR RESPONSIBILITIES

- 4.1. **COMPLIANCE WITH CONTRACT DOCUMENTS.** Contractor certifies and agrees that it will become fully familiar with all the terms, conditions and obligations of the Contract Documents and agrees to be bound to all relevant provisions in its performance under this Agreement.
- 4.2. **CONTRACTOR'S REPRESENTATIVE.** Contractor's Representative, identified on Page 1 of this Agreement, shall possess full authority to receive and act upon instructions, orders, or directions. If Contractor changes its representative, or the representative's authority, Contractor will notify Owner in writing.
- 4.3. **WORK PERFORMANCE.** Contractor will perform the Work in strict accordance with this Agreement, any relevant plans and specifications, and the terms of this Agreement, unless modifications are expressly reduced to writing and signed by authorized representatives of both Owner and Contractor. If requested by Owner in writing, Contractor will within ten (10) Days submit a reasonable quotation that addresses all relevant issues related to the proposed modifications for proposed changes to the work in the form of a Change Order. If the proposed Change Order is accepted by Owner, Contractor shall perform the changes without delay. Contractor has or will obtain all licenses, permits and approvals which are necessary or advisable for performance of the Work on a timely basis as required by the relevant laws in the location of the project, including all local, tribal, state, and federal laws that may be applicable to the project. Contractor affirms that it has the requisite qualifications and experience commensurate to the project specific scope requirements including, but not limited to, the design, construction, installation, repair and / or servicing and maintenance of the Work.
- 4.4. **INCONSISTENCIES AND OMISSIONS.** Contractor shall examine and compare the drawings, specifications, other Contract Documents, and information furnished relative to the Work. Such examination and comparison shall be solely for the purpose of facilitating the Work and not for the discovery of errors, inconsistencies, or omissions in the Contract Documents nor for ascertaining if the Contract Documents are in accordance with Laws. Contractor shall not have liability for errors, omissions, or inconsistencies discovered under this subsection. Should Contractor discover any errors, inconsistencies, or omissions in the Contract Documents, Contractor may report such discoveries to Owner in writing. Following receipt of written notice, Owner shall promptly instruct Contractor as to the measures to be taken, and Contractor shall comply with Owner's instructions. Contractor will be entitled to additional costs or time because of clarifications or instructions arising out of Contractor's reports described in this Section.
- 4.5. **COMMUNICATIONS.** Except as otherwise provided in the Contract Documents or for emergencies, Contractor shall direct project-related communications to Owner.
- 4.6. **PERSONNEL AND SAFETY.** All personnel of Contractor are employees of Contractor and will not be construed as the employees or contractors of Owner. However, Owner reserves the right in its sole discretion to request the removal of any such persons from the Work by written notice to Contractor. Contractor will set and pay the wages and benefits of its personnel. Contractor will be solely responsible for withholding and paying all applicable federal, state, and local income and social security taxes and the employer's share of social security taxes and required amounts under workers' compensation insurance, disability insurance and

unemployment insurance. Contractor will comply, and will cause its personnel to comply, with Owner's health and safety policies and procedures (if any) and all health and safety laws, regulations, statutes, ordinances, and legal requirements (including without limitation the Occupational Safety Health Act of 1970 (29 U.S.C. § 651 et seq. and any equivalent state-plans).

- 4.7. PROTECTION OF WORK.** Contractor will take all necessary and appropriate efforts to secure and protect the Work and will assume responsibility for any damage or loss directly caused by Contractor until acceptance by Owner or seven (7) Days after the work is complete, whichever is sooner.
- 4.8. CORRECTION OF WORK.** If the Work is not in conformance with the Contract Documents, Contractor shall correct the Work whether it had been fabricated, installed, or completed. Contractor shall be responsible for the costs of correcting such Work if Contractor is directly responsible for the nonconformance. If the Owner is directly responsible, Contractor shall be paid for its additional Work and granted an extension of time via a Change Order. If Owner fails to provide Contractor with prompt written notice of the discovery of nonconforming Work, Owner shall neither have the right to require Contractor to correct such Work nor the right to make a claim for breach of warranty.
- 4.9. COMPLIANCE WITH LAWS.** Contractor will comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work, including applicable health, safety and environmental laws, and all state and federal employment laws or requirements, including but not limited to anti-discrimination, anti-harassment, and anti-retaliation laws; obtain all necessary permits and licenses; pay all manufacturer's taxes, sales taxes, processing taxes, and all federal and state taxes, insurance and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations.
- 4.10. WARRANTIES.** Contractor warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by others, or abuse. Contractor's warranties shall commence on the date of Substantial Completion of the Work or a designated portion and continue for one (1) year.
- 4.11. HOUSEKEEPING / CLEAN UP.** Contractor will keep the project work areas free from accumulation of debris, spoils, excess materials, tools, equipment, or any condition that may present an adverse impact or hazard to the project and will remove any such accumulation resulting from its work.

5. PROGRESS SCHEDULE

- 5.1. TIME OF ESSENCE.** Time is of the essence with respect to Contractor's performance under this Agreement. In consultation with Contractor, Owner will prepare the schedule for performance of the Work (the "**Progress Schedule**") and will revise and update such schedule, as necessary, as the Work progresses. Contractor will provide Owner with any scheduling information proposed by Contractor for the Work and will revise and update as the project progresses. The Progress Schedule commits each Party, and all subsequent changes and additional details shall be submitted to Contractor reasonably in advance of the required performance. Owner will have the right to determine and, if necessary, change the time, order, and priority in which various portions of the Work will be performed and all other matters relative to the Work. In no event shall liquidated damages be assessed against either Party.
- 5.2. MOBILIZATION.** Contractor shall begin the Work on the date fixed by a verbal or written notice provided by Owner.
- 5.3. SCHEDULE.** The Progress Schedule will be periodically updated as needed by Owner to reflect actual job progress. Contractor shall provide sufficient crews, materials and equipment to maintain or improve upon the Progress Schedule. Owner shall have the right to suspend Contractor's performance from time to time, or to reschedule and re-sequence Contractor's Work. Such actions entitle Contractor to a Change Order or to additional time to perform the Work.
- 5.4. ADDITIONAL WORK.** Owner shall have the right to direct Contractor to work overtime and/or in multiple shifts. If Owner reasonably determines that such overtime or shift work is required to prevent or reduce delay in the completion of Contractor's Work, the Contract Price shall be changed via Change Order accordingly.
- 5.5. NOTICE OF CLAIM.** Contractor shall give Owner written notice of all delay claims within thirty (30) Days of Contractor's knowledge of the facts giving rise to the claim. Owner shall respond in writing denying or approving, in whole or in part, Contractor's claim no later than seven (7) Days after receipt of Contractor's documentation

of claim. Owner's failure to respond shall be deemed an acceptance of Contractor's claim. All unresolved claims, disputes, and other matters in question between the Parties shall be resolved as provided for in the Dispute Resolution process.

5.6. SUBSTANTIAL COMPLETION. Substantial completion is when the building is of beneficial occupancy to the owner.

6. COMPENSATION AND PAYMENT

6.1. CONTRACT PRICE. Owner agrees to pay Contractor for the strict performance of the Work, the Contract Price identified on Exhibit A, subject to agreed-upon additions and deductions for changes in the Work.

6.2. PAYMENT. Contractor will furnish a written request for payment via invoice which Owner will pay within thirty (30) Days from invoice date. A service charge of 1.5% per month (18% annual rate), or the highest rate allowed by law, will be added to all past due invoices.

6.3. RETAINAGE. This Project is not subject to any retainage by Owner. Project final billing of 10% will be sent after completion and owner training.

6.4. STORED MATERIALS. Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated in the Work but delivered to and suitably stored on or off the Project, including applicable insurance, storage, and costs incurred transporting the materials to an off-site storage facility.

6.5. PARTIAL LIEN WAIVERS AND AFFIDAVITS. Contractor shall provide, upon Owner's written request, in a form satisfactory to Owner, and substantially similar to the statutory lien forms in the jurisdiction where the Project is located, partial lien and claim waivers in the amount of the application for payment. In no event shall Contractor be required to provide an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

7. CHANGES. When Owner orders in writing, Contractor, without nullifying this Agreement, shall make any changes in the Work which are within the general scope of this Agreement. Changes will be made to the Work, Contract Price, or Contract Time which have been ordered by Owner.

8. TERMINATION OR SUSPENSION

8.1. TERMINATION BY THE OWNER FOR CAUSE. The Owner may terminate this Agreement if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials, fails to make payment to Subcontractor or suppliers in accordance with the respective agreements between the Contractor and the subcontractor or suppliers, repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, or otherwise is guilty of substantial breach of a provision of the Contract Documents.

8.2. SUSPENSION BY THE OWNER FOR CONVENIENCE. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption.

8.3. TERMINATION BY THE OWNER FOR CONVENIENCE. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon notice of termination for convenience from Owner to Contractor, the Contractor shall cease operations as directed by the Owner in the notice, take actions necessary, or that the Owner may direct, for the protection and preservation of the Work, and except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for Owner's convenience, the Owner shall pay to the Contractor for work properly executed and materials and/or equipment ordered, any and all cost incurred by reason of the termination.

9. MATERIAL BREACH BY PARTY. Without limitation to any other remedy in this Agreement or in law or equity, should a Party be guilty of a material breach of a provision of this Agreement, that Party may be considered by the other Party to be in default. The non-defaulting Party will provide the defaulting Party with written notice of both the fact that it considers the Party to be in default pursuant to this provision of this Agreement, and the specific factual basis that it has based that determination on. If the defaulting Party fails, within forty-eight (48) hours after receipt of written notice, to commence and continue satisfactory correction of the default, then the non-defaulting Party, without prejudice to any other rights or remedies it may have, may terminate this Agreement, at its sole discretion and seek any remedy at law it is entitled to.

- 10. GOVERNING LAW.** This Agreement will be construed in accordance with, and disputes governed by, the laws of the State of the Project without reference to its choice of law rules unless superseded by Federal statute.
- 11. DISPUTE RESOLUTION.** In the event of a dispute or claim between the Parties that arises out of, or is related in any way to this Agreement, the Parties agree that the process outlined in this Section of the Agreement shall be the sole and exclusive remedy for any claim, dispute or disagreement (“**Dispute**”).
- 11.1. WORK CONTINUATION AND PAYMENT.** The Parties shall continue their respective performances under the Agreement in a timely manner during any dispute mitigation or resolution procedure.
- 11.2. DIRECT DISCUSSIONS.** In the event of a Dispute, the Parties shall first try to resolve the Dispute through good faith, direct, in person discussions between senior management level personnel with authority to settle the matter (“**Direct Discussions**”), who will record the date of first discussions. Senior executives shall make themselves reasonably available to resolve such disputes within ten (10) Business Days of written notice of the dispute. Completion of this step is a condition precedent to any additional dispute resolution process.
- 11.3. ARBITRATION OR LITIGATION.** If the Dispute remains unresolved after mediation, the Dispute shall be resolved by litigation, unless the Parties jointly decide to resolve the Dispute by binding arbitration at the conclusion of the Direct Discussions.
- 11.4. ARBITRATION.** If binding arbitration is mutually agreed upon, the arbitration shall take place in the nearest major metropolitan area to where the Project is located, in the state or provinces/territories of the Project and shall be conducted by a single arbitrator. The Parties shall act in good faith to agree on an arbitrator per the conditions outlined below. If the Parties cannot mutually agree upon the arbitrator or arbitrators within 30 days of the completion of the Arbitration Demand being made, the Parties shall be required to obtain a list of proposed neutrals through the office of the American Arbitration Association nearest the Project. The Parties shall then proceed with the selection of an arbitrator in accordance with AAA Construction Industry Arbitration Rules. Any arbitrator utilized, whether appointed or agreed, must be a reputable person actively engaged in the construction industry or as a lawyer in the practice of construction law for a continuous period of not less than ten years, must not be affiliated, in any way, and must not have had (or currently have) material business dealings with any Party involved in the arbitration. The Parties shall afford each other informal discovery consistent with the Federal Rules of Civil Procedure, including the production of documents and the deposition of witnesses having knowledge of facts related to the Dispute. The award of the arbitrator shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof.
- 11.5. VENUE.** Venue for any litigation shall lie exclusively in state courts sitting in Howard County, Texas.
- 11.6. COSTS.** The costs of any binding dispute resolution process and reasonable attorneys’ fees (“**Costs**”) shall be borne by the non-prevailing Party, as determined by the adjudicator. If a Party is partially non-prevailing, then the Costs shall be borne by that Party, only to the extent that such Party is non-prevailing.
- 11.7. MULTIPARTY PROCEEDINGS.** The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure, if possible. The Parties shall include appropriate provisions in all other contracts or agreements relating to the Project to provide for the joinder or consolidation of any necessary, appropriate, or preferred third-party into dispute resolution proceedings with those in this Agreement. The Parties further knowingly and voluntarily agree, in advance, to consent to the joinder of any necessary or appropriate party to any dispute resolution process related to or arising from this Agreement to the extent that doing so may reasonably lead to or assist in the resolution of the dispute between the Parties by including a necessary or preferred additional party to the process.
- 12. INDEMNIFICATION.** To the fullest extent permitted by law, the Parties agree to defend, indemnify and hold harmless the other, its affiliates and their respective officials, officers, directors, shareholders, employees, members, managers and representatives, from and against any and all liability, losses, damages, costs, claims, awards, judgments, fines, penalties and expenses (including without limitation reasonable attorneys’ fees) directly caused by the other Party.
- 13. INSURANCE.** The Parties will maintain in full force and effect insurance the following insurance:
- Workers’ Compensation and Employers Liability Insurance which will extend to the workers’ compensation laws of the State in which the work is situated. Employer’s Liability insurance will have limits of not less than \$1,000,000 for any one occurrence.
 - Commercial General Liability Insurance with policy limits of not less than \$1,000,000 as to each person

and each occurrence for Bodily Injury and Property Damage coverage.

- Automobile Liability with bodily injury limits of \$1,000,000 each person and each occurrence.

14. BONDING. No bond is required for this Project.

15. FORCE MAJEURE. Should Contractor be delayed in the prosecution of the Work by the act, neglect or default of Owner, or (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes, tariffs, or blockades in effect; (f) national or regional emergency; (g) strikes, labor stoppages, supply chain issues or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) epidemic or pandemic, then Contractor will notify Owner in writing of such delay. Upon receipt of such notice Owner will extend the time for the completion of the Work by the number of days that Contractor is delayed.

16. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CLAIM RELATED TO OR INCLUDING LOST PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR SPECIAL DAMAGES, EVEN IF IT HAS NOTICE THAT SUCH DAMAGES MAY OCCUR. EACH PARTY'S ENTIRE LIABILITY WILL IN NO EVENT EXCEED THE CONTRACT PRICE IN THIS AGREEMENT.

17. WAIVER OF CLAIMS. Final payment shall constitute a waiver of all claims by Owner relating to the Work.

18. ASSIGNMENT. Contractor will not, without first notifying Owner, assign, transfer, or sublet any portion of the Work or assign any payments hereunder to others.

19. NOTICE. Any notices required to be given under this Agreement will be in written form only. Notices may be issued and deemed to have been given with appropriate delivery verification by hand delivery, United States mail, facsimile transmittal or electronic communication to the parties address as shown in this Agreement or at such other addresses as may be designated by an authorized representative of the Party at any time.

20. MUTUAL DRAFTING. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

21. ENTIRE AGREEMENT, AMENDMENT, AND SEVERABILITY. This Agreement and all other documents incorporated by reference represent the entire and integrated agreement between Owner and Contractor and supersede all prior negotiations, representations or other forms of contract. This Agreement may be modified at any time upon mutual execution of a written addendum, specifically signed by personnel of Owner and Contractor with authority to bind the Parties. If any term or condition contained herein is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof will be stricken, and such provision will not affect the legality, enforceability, or validity of the remaining terms and conditions. Both Parties hereby acknowledge and agree that if any provision or part thereof is stricken in accordance with the provisions of this Section, then it will be replaced with a legal, enforceable, and valid provision as similar in tenor to the stricken provision as is legally possible, which will immediately be enforceable. Any provision within this Agreement that may reasonably be interpreted as surviving this Agreement upon termination of this Agreement shall be interpreted as doing so, including but not limited to provisions related to Scope of Work, Indemnification, Dispute Resolution, Assignment, Governing Law and Venue, Mutual Drafting and Limitation of Liability.

22. NON-WAIVER OF GOVERNMENTAL IMMUNITY. (a) CITY OF BIG SPRING expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Chapter 271, Texas Local Government Code; Chapter 271, Texas Local Government Code; and any other law, if applicable.

(b) Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the CITY OF BIG SPRING'S liability beyond any statutory limitation of liability.

(c) Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY OF BIG SPRINGS which would otherwise be barred under the doctrine of governmental immunity or operation of law.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement, on the date set forth below, to be effective as of the Effective Date.

City of Big Spring

By: _____

Printed Name: _____

Title: _____

Date: _____

JAVINE VENTURES WEST TEXAS, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Sec. 36-11. Timely repair of broken windows.

Broken windows in the downtown area shall be fixed and boarded up windows may only be temporary, effective January 5, 2022.

- (a) Definitions.
 - (1) *Downtown area.* The downtown area shall be composed of the contiguous area between Goliad Street and Gregg Street, and First Street and Sixth Street.
 - (2) *Repair time period.* Within 30 days of having broken.
- (b) If broken, any exterior window in a building in the downtown area shall be repaired within the repair time period with transparent or translucent material pursuant to applicable ordinances and laws.
- (c) A violation of this section by an owner or other person having control over the property shall be unlawful.
- (d) The city shall have authority to abate and repair broken windows upon the notice and procedures of the Structural Standards Ordinance. If the city abates the broken window, the city shall hire a qualified, insured installer, at its discretion, and the expense of such materials and labor shall be paid by the property owner. Should the property owner not pay the city the cost, the city shall set a lien against the property for the cost.
- (e) The city manager may set the officer or officers who enforce this section. If the city manager does not set the officer or officers, the building official, code enforcement officers, and the fire marshal and his deputies shall have the power to administer and enforce this section.
- (f) The city manager shall have the authority to extend the repair time period for a particular window or a particular structure for 30 days, and this authority may be used to extend the repair time period up to one year.

(Ord. No. 038-2020 , § 1, 10-29-2020)

Article XIII. Charter Election

Sec. 4. Charter Review Committee.

- (1) The City Council shall appoint a Charter Review Committee in January of 2026 and in January every fourth (4th) year thereafter. The Charter Review Commission shall consist of one representative from each District appointed by the Councilmember representing each District and one representative at-large appointed by the Mayor. The Committee shall:
 - a. Inquire into the operation of the City government under the Charter and determine whether any provision requires revision. To this end public hearings may be held. The Commission may request the attendance of any officer or employee of the City and the production of any City records that may be needed; and
 - b. Propose any recommendations it deems desirable to ensure compliance with the Charter; and
 - c. Report its findings and present its recommendations to the City Council in the form of a report; and
 - d. File a copy of its report with the office of the City Secretary where it shall be a public record.
- (2) The term of office of the Charter Review Commission shall be for not more than nine months.
- (3) City Council shall consider any recommendations made and may order any recommendations be submitted to the voters of the City in the manner provided by state law.
- (4) Nothing in this section prohibits the City Council from forming a Charter Review Committee at any time or from submitting any amendments to the Charter to election on its own initiative at any time in compliance with state law.

(Amend. Measure P, 11-2-2021)

ORDINANCE _____

**AN ORDINANCE ESTABLISHING COMPENSATION AND
BENEFITS FOR THE PRESIDING JUDGE AND
ASSOCIATE JUDGES OF THE MUNICIPAL COURT OF
BIG SPRING, TEXAS**

WHEREAS, Section 2, Article X of the Charter of the City of Big Spring states that the presiding judge and any judges will “receive such salary as may be fixed by ordinance,”

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AS FOLLOWS, THAT:

SECTION 1. The City Council of Big Spring, Texas establishes the compensation for the Judges of the Municipal Court as stated herein.

SECTION 2.

- (a) Compensation for the Presiding Judge appointed by City Council shall be \$_____ per annum. The Presiding Judge shall receive an automobile allowance of \$_____ per month. The compensation shall be remitted through the standard payroll policies of the City.
- (b) Judicial education for the presiding judge shall be paid according to the agreement between the City and the Presiding Judge.
- (c) The Presiding Judge shall be an at-will employee of the City of Big Spring.
- (d) The Presiding Judge is a “department head” under Section 5, Article VI of the Charter of the City of Big Spring.
- (e) The Presiding Judge shall be subject to the Personnel Policies, except as agreed in writing.
- (f) The Presiding Judge shall not be subject to the administrative directives of the City Manager except as agreed in writing or as the Presiding Judge may elect.

SECTION 3.

- (a) Upon completing all judicial education specified in the Texas Rules of Judicial Education, Rule 5 for a given year, an Associate Judge appointed by City Council shall certify to the City of Big Spring that such judicial education has been completed, and the City shall pay the Associate Judge a flat payment of \$_____ in compensation for the Associate Judge’s time.
- (b) For an Associate Judge's judicial education as state law requires, City shall pay for an Associate Judge's enrollment and hotel expenses to one conference in Texas annually, and for one new judges conference, if applicable. If an Associate Judge is an attorney, City shall pay continuing legal education (CLE) fees associated with the required judicial education.

- (c) Except as stated in subsections (a) and (b), an Associate Judge shall not receive further compensation for judicial education, nor shall the Associate Judge receive reimbursement of other expenses related to judicial education.
- (d) Except as specified in subsections (a), (b), and (c), above, compensation for an Associate Judge shall be _____.
- (e) An Associate Judge shall be an independent contractor of the City of Big Spring. An Associate Judge shall not be a City employee.
- (f) As an Associate Judge is not an employee of the City, the Associate Judge shall not be subject to Section 5, Article VI of the Charter of the City of Big Spring.
- (g) The Associate Judge shall not be subject to the Personnel Policies, or administrative directives of the City Manager except as agreed in writing.

SECTION 4. This Ordinance supersedes all prior conflicting ordinances and orders by motion of the City Council of Big Spring.

SECTION 5. This Ordinance takes effect immediately upon passage.

SECTION 6. The City Manager is directed to take the necessary administrative actions to implement these compensation adjustments.

SECTION 7. This Ordinance will not be codified.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **25th** day of **October, 2022** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **8th** day of **November, 2022** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary