CITY COUNCIL REGULAR AGENDA

Tuesday, January 10, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, January 10, 2023, 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** — Moore

Announcements, Presentations and Public Hearings

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

City Manager's Report

5. City Manager's report on the following items: — Darden

    - Update on Large Item Pickup, District 6 - Dec. 21, 2022
    - Large Item Pickup, District 1 - Jan. 18, 2023
    - City Holiday - Martin Luther King Day, Jan. 16th
    - Grant Award for the Water Line Replacement - Runnels St.
    - Update on the Effects of our Water System Due to the Recent Cold Weather

Consent Items

6.	Approval of the City Council Minutes of the Two Regular Meetings of December 13, 2022.	10-22	Davis
7.	Final Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Additional Funding for the Roy Anderson Sports Complex Lighting Project; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date	23-25	Lewis
8.	Final Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing a Key/Equipment Locker System for the Police Department; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date	26-27	Williams
9.	Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Transfering Capital	28-30	Feeley

Funds Within the Airpark Fund Budget for the Purpose of Purchasing a Utility Vehicle; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

10. Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Motel Tax Fund Budget for the Purpose of Increasing the Dues and Subscription Account; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date — 31-33 — Lewis

11. Final Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of a Cleanup Regarding some Cross Contamination Caused by Pigeons in Several Areas Above the City Council Chambers; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date — 34-49 — Medina

12. Final Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Transfering Capital Funds into Expense Accounts for the Purpose of Leasing Vehicles Through the Enterprise Lease Program for Various Departments; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date — 50-53 — Medina

Other Business

13. Final Reading of an Ordinance Amending the Big Spring City Code, Chapter 48, “Traffic and Vehicles” Article VI “Wreckers,,” by Renaming the Article “Tow Trucks,” and amending the Article to Adjust Towing Fees, Modify Regulations, Set Penalties; Prohibit Violations of the Article; Provide for Hearings; and Lift Suspensions of Any Towing Companies Issued Prior to the Effective Date of the Ordinance; Providing for Severability; Providing for Publication; and Providing an Effective Date — 54-84 — Williams

Vouchers

14.	Manual Cks.	$ 1,271,510.59	Tompkins
15.	Vouchers for 12/15/22 Vouchers for 12/29/22 Manual Ck.	$ 601,127.91 $ 748,420.27 $ 1,382,985.04	M. Smith
16.	Vouchers for 01/05/23	$ 210,521.06	Ornelas

New Business

17.	Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney		Hagen
18.	Discussion and Possible Action Regarding the Second Council Meeting to be Held on February 28, 2023 in Conjunction with the Summit Meeting on the Same Date.		Moore
19.	Consideration and Possible Action to Accept a Donation from Oxy Petroleum to the Fire Department and from JRAC (Regional Advisory Council) to the EMS Department.		Ferguson
20.	First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing Rescue Equipment (Boots) for the Fire Department; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date	85-87	Ferguson
21.	First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the EMS Fund Budget for the Purpose of Additional Education for the EMS Department; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date	88-90	Ferguson
22.	First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Landfill Enterprise Fund Budget for the Purpose of Wood Chipping at the Big Sandy Landfill; Providing for Repeal of	91-92	Bowles

	Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date		
23.	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 5 “Traffic Commission,” Section 2-300 by Amending Subsection (D) and Adding a New Subsection (E); in Order to Render Inactive the Said Board and Release the Members of the Board for Potential Consideration for Service on Other Boards; Providing for Severability; and Providing for an Effective Date	93-94	Bowles
24.	First Reading of an Ordinance of the City of Big Spring, Texas Amending Chapter 28, “Health,” of the Big Spring Code, Article V, "Municipal Ambulance Services," Section 28-135 Entitled “Ambulance Fees” to Update Fees For Basic Ambulance Services; Providing for Severability; Providing for Publication; and Providing an Effective Date.	95-110	Ferguson
25.	First Reading of a Resolution to Prohibit Openly Carrying a Handgun by a Holder of a License to Carry into the Room or Rooms in Which any Meeting of the City Council is Meeting	111-113	Hughes
26.	First Reading of a Resolution of the City Council of the City of Big Spring, Texas, Amending Resolution 031-2022 to Authorize and Appoint the City Manager to Submit an Application to the Public Safety Office for the “Bullet-Resistant Shield Grant Program, FY2023” to Secure Funding for 30 Street Level Bullet-Resistant Shields; Provide Written Assurance that in an Event of Loss or Misuse of Grant Funds the City Council Will Return All Funds to the Office of the Governor; and Providing for an Effective Date	114-115	Williams
27.	First Reading of a Resolution Calling for a General Election to be Held on May 6, 2023 for the Purpose of Electing One Person to Serve as City Council Member for District One and One Person to Serve as City Council Member for District Three; Providing for the Conduct of the Election; Designating Several Polling Places Within the City; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election; and Providing for Severability	116-117	Davis
28.	Consideration and Possible Action to Enter into an Agreement with Lumenserve, Inc. to Purchase and Install an LED Tower Lighting System and Provide Related Services,	118-129	Medina

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

29.	Consideration and Possible Action to Extend the Real Estate Service Agreement with Texas Communities Group, LLC to September 30, 2023.	130	Hagen
30.	Consideration and Possible Action to approve an Agreement for Engineering Services with Jacob Martin, LLC for ARP-EDA Airpark Water and Sewer Improvements and Authorizing the City Manager or His Designee to Execute any Necessary Documents.	131-143	Medina
31.	**Discuss and approve two contingent fee contracts with the Law Firm of McCreary, Veselka, Bragg and Allen, P.C. first, for the collection of delinquent municipal court fines and fees pursuant to Tex. Code of Criminal Procedure, Art. 103.003, and second, for the collection of accounts receivable including but not limited to delinquent utility bills, emergency medical services, and the cost incurred by the City or authorized by City Code to be imposed by the City to bring any property into compliance with the City Code including assessments for the mowing of vacant lots, removal of trash and debris from lots, demolition of substandard structures and abatement of other nuisances by the City ("Delinquent Accounts Receivable"), and furthermore approve a written statement of the findings of City Council. Specifically, the City Council will discuss and consider whether McCreary, Veselka, Bragg and Allen, P.C. is a well-qualified law firm based on demonstrated competence, qualifications and experience in collecting delinquent court fines and fees and Delinquent Accounts Receivable, and whether the contract negotiated between the City of Big Spring, Texas and McCreary, Veselka, Bragg and Allen, P.C. is for a fair and reasonable price as provided for in Texas Code of Criminal Procedure, Art 103.0031(b).** In Accordance with Texas Government Code, section 2254.1036(a)(1), the City of Big Spring, Texas provides the following written notice to the public in connection with the above agenda item: 1. The City of Big Spring, Texas is pursuing the legal services of McCreary, Veselka, Bragg and Allen, P.C., a delinquent fines, and fees collection law firm, to	144-154	S Smith

collect delinquent fines and fees owed to the municipal court of Big Spring, Texas. The desired outcome of the legal services would be for the City of Big Spring, Texas to collect the delinquent fines and fees that its municipal court is owed in as short a time period as is possible.

2. McCreary, Veselka, Bragg and Allen, P.C. have been competently collecting delinquent fines and fees for over sixteen-years, and currently represents hundreds of Texas cities and counties in the collection of delinquent fines and fees. McCreary, Veselka, Bragg and Allen, P.C. is a competent, qualified, and experienced delinquent fines and fees collection law firm.
3. The City of Big Spring, Texas is pursuing the legal services of McCreary, Veselka, Bragg and Allen, P.C., a collection law firm, to collect Delinquent Accounts Receivable owed to the City of Big Spring, Texas. The desired outcome of the legal services would be for the City of Big Spring, Texas to collect the Delinquent Accounts Receivable owed in as short a time period as is possible.
4. McCreary, Veselka, Bragg and Allen, P.C. have been competently collecting amounts owed. McCreary, Veselka, Bragg and Allen, P.C. is a competent, qualified, and experienced delinquent fines and fees collection law firm.
5. The legal services desired by the City of Big Spring, Texas that are the subject of the contract cannot be adequately performed by the attorneys and supporting personnel of the City of Big Spring, Texas because the City of Big Spring, Texas does not have funds in its budget to pay the estimated salaries and wages for employees to perform the services of municipal court fine and fee collection, and the services of collecting Delinquent Accounts Receivable.
6. The legal services desired by the City of Big Spring, Texas that are the subject of the contract cannot be reasonably obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency because the City of Big Spring, Texas does not have funds in its budget to pay the estimated hourly fees and other costs incurred to implement an effective delinquent fines and fees collection program under a contract providing only for the payment of hourly fees and costs. Texas Code of

Criminal Procedure, Art. 103.0031 allows a city to recover a penalty to defray the costs of collecting delinquent fines and fees, only if the city has entered into a contract with a private attorney or public or private vendor pursuant to Code of Criminal Procedure, Art. 103.0031.

To defray the costs of collecting delinquent fines and fees as provided by Texas Code of Criminal Procedure, Art. 103.0031, to save money and ensure that the collection of delinquent fines and fees is diligently pursued for the City of Big Spring, Texas, a contingent fee contract with McCreary, Veselka, Bragg and Allen, P.C. is in the best interests of the residents of the City of Big Spring, Texas. To defray the costs of collecting Delinquent Accounts Receivable, to save money and ensure that the collection s diligently pursued for the City of Big Spring, Texas, a contingent fee contract with McCreary, Veselka, Bragg and Allen, P.C. is in the best interests of the residents of the City of Big Spring, Texas.

Council Input

32. Input

Executive Session

33. **Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person. — Moore

34. **Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations — Moore

35. **Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules — Moore

of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Litigation.

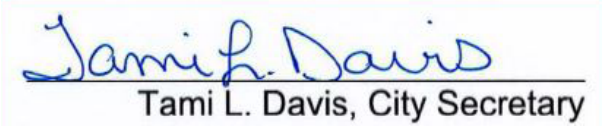
36. **RECONVENE** into Open Session and Take any Necessary Action on Executive Session Items — Moore

37. **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, January 6, 2023 at 4:30 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.



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 CONTACTINGTAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, December 13, 2022, with the following members present in person:

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

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
MANDY HAYNES	Municipal Judge

Open Session

Call to Order
Mayor Moore called the City Council meeting to order at 5:30 p.m.

Invocation
Owen Davis, Main Street Church of Christ, gave the invocation.

Pledge of Allegiance to the United States Flag and to the Texas State Flag
Mayor Moore led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

Several citizens spoke regarding the following items; enforcing the sign ordinance, a carport request, some changes to the wrecker ordinance and consideration of the transitional housing ordinance.

Announcements, Presentations and Public Hearings

Presentation Over Section 3 Workers for Active TDA TXCDBG Grant CDM21-0350
Chelsey Baldivia, South Plains Association of Governments (SPAG), presented an update to the Council on the above captioned grant.

MOTION WAS MADE BY Council Member Yanez to open all of the public hearings listed below, seconded by Council Member McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7 0**
NAYS: None	

MOTION PASSED

PUBLIC HEARING – Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1801 JOHNSON, BIG SPRING, TEXAS 79720 – N/2 OF LT 11 ALL LT 12, BK 2, COLLEGE HEIGHTS ADDITION –** OWNER: NORA GALVAN, 1801 JOHNSON, BIG SPRING, TEXAS 79720

PUBLIC HEARING – Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1524 E 17TH STREET, BIG SPRING, TEXAS 79720 – SC 5, BK 32 1S, BROWN ADDITION** – OWNER: SHERRI KELLEY,1524 E 17TH STREET, BIG SPRING, TEXAS 79720

PUBLIC HEARING – Consideration and Possible Action Concerning Abatement of Public Nuisance, at **1400 MESA, BIG SPRING, TEXAS 79720 – LT 6, BK 5, MOUNTAIN VIEW ADDITION –** OWNER: INES JESUS GONZALES AND KRISTINA GONZALES, 1400 MESA, BIG SPRING, TEXAS 79720

PUBLIC HEARING – Consideration and Possible Action Concerning Abatement of Public Nuisance, at **202 WASHINGTON BLVD, BIG SPRING, TEXAS 79720 – LTS 4-5, BK 9, WASHINGTON PLACE ADDITION –** OWNER: KATHRYN CRENSHAW MILCH, 202

WASHINGTON, BIG SPRING, TEXAS 79720

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the above captioned properties and to secure the property located at 1524 E. 17th Street, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

PUBLIC HEARING – Consideration and Possible Action Concerning Abatement of Public Nuisance, at **101 AIRBASE ROAD, BIG SPRING, TEXAS 79720 – W/40 S/100 OF LT 2 & PART LT 4, BK 3, SETTLES HEIGHTS ADDITION** – OWNER: JAMES TUBBS, 101 AIRBASE ROAD, BIG SPRING, TEXAS 79720

PUBLIC HEARING – Consideration and Possible Action Concerning Abatement of Public Nuisance, at **407 AUSTIN, BIG SPRING, TEXAS 79720 – LT 7, BK 58, ORIGINAL TOWN(BK3 PORTER) –** OWNER: JUAN H PARRAS, 407 AUSTIN, BIG SPRING, TEXAS 79720

MOTION WAS MADE BY Mayor Pro Tem Ornelas to extend the abatements for sixty days to the above listed properties, seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

MOTION WAS MADE BY Council Member Yanez to close all of the above captioned public hearings, seconded by Council Member Tompkins.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update on Large Item Pickup, District 5 - Nov. 16, 2022
- Large Item Pickup, District 6 - Dec. 21, 2022

- City Holidays - **Christmas**, Dec. 23rd & 26th; **New Year's Day**, Jan. 2nd
- Sanitation Schedule
- Festival of Lights began on Dec. 4th
- Reminder of Upcoming Meeting - Howard County Day, Jan. 25 & 26, 2023; Chamber Banquet, Feb. 16, 2023; Summit Meeting, Feb. 28, 2023
- Update on I-27 Meeting
- Resolution Received from Howard College

Todd Darden, City Manager, updated the council on the above captioned items as follows:
Large item pickup for District 5 picked up 5 tons of items; Large item pickup for District 6 will be on December 21, 2022; City offices will be closed on December 23rd & 26th for Christmas and January 2nd for New Year's Day; A public service announcement was given to the public on the sanitation schedule for the holidays; Mr. Darden thanked the Parks Dept. for setting up for festival of lights and the City of Big Spring was nominated in the top 20 percent nation wide for our lights. I-27 Board elected new board members & reviewed planning documents; and also a Resolution was given to the Fire Department/Emergency Services from Howard College for their involvement during the covid-19 pandemic.

Consent Items

Approval of the City Council Minutes of the Two Regular Meetings of November 08, 2022 and of the Special Meeting of November 9, 2022.

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes for the Regular Meeting of October 11, 2022.

Final Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Special Revenue Fund, Senior Center, Budget for the Purpose of Purchasing a New Vehicle for the Senior Center; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

Final Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Utility Fund Budget for the Purpose of Purchasing a Jetter Trailer; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

Final Reading of an Ordinance Authorizing Z-22-03, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 4.58 Acres Out of Sec. 45, Blk 32, T-1-N, T & P R.R. Co. Survey, in Big Spring, Howard County, Texas from SF-2, Single-Family Dwelling District to PD, Planned Development for Housing; Providing for Severability;

Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the final readings of the above captioned minutes and ordinances, seconded by Council Member McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

Other Business

Final Reading of an Ordinance of the City Council of the City of Big Spring, Texas, Amending the Big Spring Zoning Ordinance, Article 2 "Definitions," Section 2-1 "Definition of Words and Terms" by Adding a New Definition "Transitional Housing" and Amending Article 7 "Special Applications," Section 7-2 "Specific Use Permits," Subsection b(72) to Add Transitional Housing for Temporary Lodging on a Non-Profit Basis for Persons Undergoing Services to Those Uses Requiring a Specific Use Permit in Certain Zoning Districts; Providing for Severability; Providing for Publication; and Providing an Effective Date.

There was no motion for the second and final reading of the above captioned ordinance. This item dies due to lack of no motion.

Vouchers

Vouchers for 11/10/22	$ 1,004,246.54
Vouchers for 11/17/22	$ 275,791.27
Manual Cks.	$ 1,868,293.77

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned vouchers as listed except the manual cks for only the amount of $596,783.18, seconded by Council Member Hughes. Council Member Tompkins will review the balance of the manual checks for the next council meeting.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

Vouchers for 12/01/22	$ 797,945.25
Vouchers for 12/08/22	$ 609,699.12
Manual Ck.	$ 595,229.29

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for Debt Collection Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for Upfitting of Budgeted Ford Police Interceptor Units and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for 10 (ten) 30 Yard Trash Containers and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for a 72" John Deere Zero Turn Mower for the Waste Water Treatment Plant and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for a John Deere Gator for the Airpark Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for a 2022 Kubota UTV for Waste Water Treatment Plant and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for Two (2) 7 Ton Capacity Tilt Trailers for the Distribution and Collections Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for the Asbestos Abatement and Demolition of the Mid-Tex Property and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Consideration and Possible Action on Awarding a Bid for LED Lighting at the Roy Anderson Sports Complex and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member McDonald to award the above

captioned bids as follows, seconded by Council Member Smith:

Debt Collection Services to MVBA;
Upfitting for four (4) Ford Police Interceptors to Cap Fleet Upfitting in the amount of $23,873.00;
Ten (10) 30 yard trash containers to Roll-Offs USA in the amount of $59,620.00;
72" John Deere Zero Turn Mower to South Plains Implement in the amount of $12,507.88;
John Deere Gator to South Plains Implement in the amount of $18,701.86;
2022 Kubota UTV to Kubota in the amount of $20,943.22;
Two (2) 7 ton capacity tilt trailers to Texas Pride Trailers in the amount of $17,477.50;
Mid-Tex Asbestos Abatement & Demolition to Corrol Consultants in the amount of $624,300.00; and
Roy Anderson Sports Complex LED Lighting to Qualite Sports Lighting in the amount of $187,516.00.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7**
NAYS: None	**0**

MOTION PASSED

New Business

Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney

The above captioned item has been moved to the next council meeting.

Consideration and Possible Action to Accept a Donation from the Broughton Foundation to the Police Department.

Consideration and Possible Action to Accept a Donation from Scott Emerson to the Police/Animal Control Department

MOTION WAS MADE BY Council Member Hughes to accept the above captioned donations from the Broughton Foundation in the amount of $28,798.00 and from Scott Emerson not to exceed $25,000.00, seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7**
NAYS: None	**0**

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund

Budget for the Purpose of Additional Funding for the Roy Anderson Sports Complex Lighting Project; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of Purchasing a Key/Equipment Locker System for the Police Department; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Transfering Capital Funds Within the Airpark Fund Budget for the Purpose of Purchasing a Utility Vehicle; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Council Member McDonald to approve the two (2) above captioned ordinances, seconded by Council Member Tompkins.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the Motel Tax Fund Budget for the Purpose of Increasing the Dues and Subscription Account; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**
NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 038-2022 which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Increasing the General Fund Budget for the Purpose of a Cleanup Regarding some Cross Contamination Caused by Pigeons in Several Areas Above the City Council Chambers; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Council Member Tompkins 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 McDonald, Council Member Tompkins, Council Member Smith	**7 0**
NAYS: None	

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 038-2022 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023 by Transfering Capital Funds into Expense Accounts for the Purpose of Leasing Vehicles Through the Enterprise Lease Program for Various Departments; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7 0**
NAYS: None	

MOTION PASSED

First Reading of an Ordinance Amending the Big Spring City Code, Chapter 48, “Traffic and Vehicles” Article VI “Wreckers,,” by Renaming the Article “Tow Trucks,” and amending the Article to Adjust Towing Fees, Modify Regulations, Set Penalties; Prohibit Violations of the Article; Provide for Hearings; and Lift Suspensions of Any Towing Companies Issued Prior to the Effective Date of the Ordinance; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

YEAS:Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7 0**
NAYS: None	

MOTION PASSED

Consideration and Possible Action of a First Amendment to the Service Agreement with TML Health Benefits Pool (TMLHBP) for Administrative Services for Employee Health Insurance and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7**
NAYS: None	**0**

MOTION PASSED

Consideration and Possible Action to Form and Appoint the Charter Review Committee with the Intent of Reviewing and Recommending Amendments to the Charter of the City of Big Spring Pursuant to the Article XIII of the Charter

Mayor Pro Tem Ornelas requested a Charter Review Committee to be appointed to review several issues regarding the last charter update.

MOTION WAS MADE BY Mayor Pro Tem Ornelas to appoint a Charter Review Committee, seconded by Council Member Yanez.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes	**3**
NAYS: Mayor Moore, Council Member McDonald, Council Member Tompkins, Council Member Smith	**4**

MOTION FAILED

Discussion Without the Possibility of Action Concerning Whether City Council Should Direct that Signs be Posted At and During City Council Meetings to Disallow the Carrying of Handguns—Openly or Concealed—by Those Holding a License to Carry; to Authorize the City Manager to Provide Oral or Written Communications to Persons to Disallow Such Carrying; or To Direct that Such Notice Not Be Given.

A brief discussion regarding some citizens concern about posting the openly or concealed carry signs during a City Council meeting. Council Member Hughes directed the staff to bring a resolution to the council to prohibit openly carrying.

Boards & Committees

Big Spring Economic Development Board

Shane Seaton - Acceptance of Resignation Letter Effective December 31, 2022

Council accepted Shane Seaton's resignation letter effective December 31, 2022.

Anna Scott - Nominated by Council Member Yanez, Dist. 2, Effective January 1, 2023

MOTION WAS MADE BY Council Member Smith to appoint Anna Scott to the Big

Spring Economic Development Board effective January 1, 2023, seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7 0**
NAYS: None	

MOTION PASSED

Zoning Board of Adjustments

Veronica Zunige - Nominated for Reappointment by Council Member Tompkins, Dist. 5

MOTION WAS MADE BY Council Member Tompkins to reappoint Veronica Zuniga to the Zoning Board of Adjustments, seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7 0**
NAYS: None	

MOTION PASSED

ADJOURN

Mayor Moore adjourned the City Council meeting at 7:44 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 REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 6:00 PM, December 13, 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
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Deputy 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
Mayor Moore called the second City Council meeting to order at 7:51 p.m.

Council Input

Input
There was no City Council input at this time.

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Litigation.

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person.

MOTION WAS MADE BY Council Member Tompkins to adjourn into the above captioned executive sessions at 7:53 p.m., seconded by Council Member Hughes.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**7 0**
NAYS: None	

MOTION PASSED

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

Council reconvened into open session at 9:26 p.m. No action was taken.

ADJOURN

Mayor Moore adjourned the City Council meeting at 9:27 p.m.

_____

Robert H. Moore III, Mayor

ATTEST:

_____

Tami L. Davis, City Secretary

BIG SPRING
TEXAS

COMMUNITY SERVICES
MEMORANDUM

Date: 12/13/2022

To: Mayor and City Council
Todd Darden, City Manager

From: Hayley Lewis, Community Services Director

Subject: Budget Amendment: Roy Anderson Sports Complex Lighting

At this time, we are respectfully requesting permission to make a budget amendment for Roy Anderson Sports Complex to complete a lighting project at Garrett Field. This project will help update another field's lighting to Parks and Recreation Standards. We budgeted $175,000 for the project but with inflation, the project will now cost $187,516.00

Lighting: 002-027-375-6229 adding an additional $15,000 for a total budget of $190,000

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF ADDITIONAL FUNDING FOR THE ROY ANDERSON SPORTS COMPLEX LIGHING PROJECT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS additional funds for lighting project at the Roy Anderson Sports Complex was not included in such Budget; and

WHEREAS the City Council desires to increase the general fund budget in order to complete the Lighting project.

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of $15,000.00 to the expense account number 002-027-375-6229 for the purpose of additional funding for the Lighting Project at the Roy Anderson Sports Complex. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **December, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **10th** day of **January, 2023** 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 ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING A KEY/EQUIPMENT LOCKER SYSTEM FOR THE POLICE DEPARTMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS additional funds for a key/equipment locker system was not included in such Budget; and

WHEREAS the City Council desires to increase the general fund budget in order to purchase a key/equipment locker system for the Police Department.

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of $28,798.00 to the expense account number 002-011-200-6310 for the purpose of additional funding to purchase a key/equipment locker system for the Police Department. The net increase will be funded through a donation from the Broughton Foundation.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **December, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **10th** day of **January, 2023** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

CITY OF
Big Spring

MEMORANDUM

Date:	December 13, 2022
To:	Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From:	Mike Feeley A.A.E., Airport Director
Re:	Proposed Budget Amendment to transfer available resources for the acquisition of a utility vehicle for use by Airpark Staff.

Staff is proposing that City Council authorize a budget amendment for the purpose of transferring available resources in the 2022-2023 City Council adopted budget from one capital account to another for the acquisition of a utility vehicle for Airpark. Staff is proposing to acquire a 4 Seat John Deere "Gator" utility vehicle that will be used on airpark property to compliment the existing inventory of maintenance vehicles. The vehicle will be used for grounds maintenance, herbicide application and special events for airpark and other city departments on a loaner basis.

Staff budgeted funds in 410-210-610-6201 which were ear marked for renovations to Fire Station 1. Those renovations were accomplished in FY 2021-2022 using available resources in the building maintenance account. As a result, staff is proposing to use a portion of the budgeted funds for the acquisition of this utility vehicle. The proposed amount is delineated in the attached ordnance as well and it amounts to $18,701.86 for this proposed improvement.

Staff is in support of this budget amendment.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY TRANSFERING CAPITAL FUNDS WITHIN THE AIRPARK FUND BUDGET FOR THE PURPOSE OF PURCHASING A UTILITY VEHICLE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS the funds budgeted for the renovations to Fire Station 1 were realized using fiscal year 2021-2022 budget;

WHEREAS the Airpark is requesting to transfer the capital funds for the purchase of a utility vehicle using a portion of the available resources.; and

WHEREAS the City Manager and Finance Director desires to authorize the transfer of capital funds for the purchase of a utility vehicle for the Airpark.

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increasing the amount of $18,710.00 to the capital account number 410-021-610-6401 (Motor Vehicles) and decreasing the same amount from the capital account number 410-021-610-6201 (Buildings-Special Projects) for the purpose of purchasing a utility vehicle.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **December, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **9th** day of **January, 2023** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

BIG SPRING
TEXAS

COMMUNITY SERVICES
MEMORANDUM

Date: 12/13/2022

To: Mayor and City Council
Todd Darden, City Manager

From: Hayley Lewis, Community Services Director

Subject: Budget Amendment: CVB Dues and Subscriptions

At this time, we are respectfully requesting permission to make a budget amendment for Due and Subscriptions for the Convention and Visitors Bureau Budget. We made a en error during budget sessions and it is recommended to continue to pay the dues and subscriptions to the different organizations that we are a part of, such as Texas Hotel Lodging Association, Texas Association of CVBs, the Big Spring Area Chamber of Commerce, Texas Plains Trail, and the Texas Travel Alliance, as well as any others that help network and further Big Spring as a Tourism Destination.

Dues and Subscriptions: 110-040-560-5540 by adding an additional $10,600 for a total of $12,000

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF INCREASING THE DUES AND SUBSCRIPTION ACCOUNT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS an incorrect amount to the CVB Dues and Subscription account funds occurred during the budget process and the increase was not included in such Budget; and

WHEREAS the City Council desires to increase the motel tax fund budget in order to have enough funds for the dues and subscriptions for the Convention and Visitors Bureau.

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

SECTION 1. The Motel Tax Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of $10,600.00 to the expense account number 110-040-560-5540 (Dues & Subscriptions) for the purpose of increasing the dues and subscriptions account. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **December, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **9th** day of **January, 2023** 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:	December 13, 2022
To:	Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Re:	2022 Budget Amendment – Council Chambers

Recently, City staff discovered an infestation of pigeons in City Council Chambers. The building has since been sealed off so that the pigeons cannot re-enter the building. The infestation caused an accumulation of pigeon waste in the ceilings both upstairs in the apartment and in the area behind the Council Chambers including both restrooms, the hallway, and the custodian closet. Due to the hazardous nature of the waste, it needs to be remediated as soon as possible without contaminating the rest of the building.

The scope of work submitted by Servicemaster describes the complete project that will address each area of contamination. It is anticipated that the project would be complete within ten (10) business days. Upon approval of the budget amendment by the City Council, the project would commence immediately and be complete by the end of the month, well before the next scheduled City Council meeting.

Staff recommends that the budget amendment of $30,000.00 be approved for this project.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF A CLEANUP REGARDING SOME CROSS CONTAMINATION CAUSED BY PIGEONS IN SEVERAL AREAS ABOVE THE CITY COUNCIL CHAMBERS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS additional funds for the cleanup in the City Council Chambers was not included in such Budget; and

WHEREAS the City Council desires to increase the general fund budget in order to complete the repairs.

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of $30,000.00 to the expense account number 002-027-420-5311 for the purpose of additional funding for the cleanup needed in the City Council Chambers. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **December, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **10th** day of **January, 2023** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

SCOPE OF WORK:

CITY OF BIG SPRING, TEXAS

COUNCIL CHAMBER BUILDING

Service Address:

310 W Nolan St

City: Big Spring

State: Texas

Zip: 79720

Submitted to: Sandy Smith

Title: Director of City Finance

Email:

Phone: 432-268-3048

Submitted By: ServiceMaster by A-Town Hi-Tech

Name: Jonathan Jeter

Email: jjeter@smabitx.com

Phone: 325-513-0790

INTRODUCTION

Conducted site evaluation. Point of entry Male restroom. Open ceiling area above the grid continued across the female restroom as well. Primary nesting area for pigeons. The Remainder of the first floor has been cross contaminated by movement into and out of restrooms. Odor in the main chamber and chamber adjacent areas. Second floor stairwell directly adjacent to restrooms. Cross contamination into

second story living areas will require remediation. Cleaning of the entire structure will provide the best possible solution to the issue. Also cleaning insure the safety of all visitors and staff

CURRENT STATUS.

Restrooms male and female are directly infected, Counsel Chamber and chamber adjacent areas odor present, second floor stairwell and second floor odor present.

BUILDING SERVICES

All MEPs are functional. Will utilize existing plumbing for cleaning. Will turn off HVAC and create negative air during cleaning. Will clean HVAC ductwork.. Current building electrical system will meet needs for cleaning.

SCOPE OF WORK

First Floor

Male Bathroom

- Remove mirror and stalls
- Build containment around walls and floors
- Implement negative air machines
- Remove ceiling tiles

- Hepa vacuum
  - cavity space above 1st floor ceiling
  - ceiling grid
  - mirror and stalls
  - walls
  - floors
- Wipe Down
  - cavity space above 1st floor ceiling
  - ceiling grid
  - mirror and stalls
  - walls
  - floors
- Disinfect all surfaces

- Take down containment

- Reinstall mirror and stalls

Female Restroom

- Remove mirror and stalls
- Build containment around walls and floor
- Implement negative air machines
- Remove ceiling tiles
- Hepa vacuum
    - ceiling
    - contents
    - walls
    - windows
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - windows
    - floors
- Ozone/Deodorize

Back Hallway

- Build a Decontamination chamber (to control cross contamination).
- Hepa vacuum
    - ceiling
    - walls
    - floors
- Wipe Down
    - ceiling
    - walls
    - floors
- Ozone/Deodorize
- Wipe down decontamination chamber and remove.

Custodial Room

- Hepa vacuum
    - ceiling
    - contents
    - walls

    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize

Mechanical Room

- Hepa vacuum
    - ceiling
    - contents
    - walls
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize

Chamber discussion room

- Hepa vacuum
    - ceiling
    - contents
    - walls
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
    - chairs
    - table
    - kitchen area counters and cabinets
- Ozone/Deodorize

- Clean carpet

Main chamber hall

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents
  - walls
  - floors
  - chairs
  - benches
  - chamber member seating assembly
- Ozone/Deodorize
- Clean carpet

Storage room

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents
  - walls
  - floors
- Ozone/Deodorize
- Clean carpet

Second floor stairwell

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents

    - walls
    - floors
- Ozone/Deodorize

- Clean carpet

Main sleeping area 1

- Hepa vacuum
    - ceiling
    - contents
    - walls
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize

- Clean carpet

Bedroom 2

- Hepa vacuum
    - ceiling
    - contents
    - walls
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize

- Clean carpet

Small hall

- Hepa vacuum
    - ceiling
    - contents
    - walls

    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize

- Clean carpet

Bathroom 1

- Hepa vacuum
    - ceiling
    - contents
    - walls
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize

Bathroom 2

- Hepa vacuum
    - ceiling
    - contents
    - walls
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize

Office

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents
  - walls
  - floors
- Ozone/Deodorize

Living Room

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents
  - walls
  - floors
- Ozone/Deodorize
- Clean carpet
- Clean Sofa

Main hall

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents
  - walls
  - floors
- Ozone/Deodorize

- Clean carpet

Bedroom 3

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents
  - walls
  - floors
- Ozone/Deodorize
- Clean carpet

Dining room

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down
  - ceiling
  - contents
  - walls
  - floors
- Ozone/Deodorize
- Clean cabinets and counter

Storeage 2

- Hepa vacuum
  - ceiling
  - contents
  - walls
  - floors
- Wipe Down

    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize
- Clean carpet

Storeage 3

- Hepa vacuum
    - ceiling
    - contents
    - walls
    - floors
- Wipe Down
    - ceiling
    - contents
    - walls
    - floors
- Ozone/Deodorize
- Clean carpet

TERMS OF WORK

Business hours 8:00 AM to 5:00 PM – Biohazard cleaning and Disinfecting

FLOW OF WORK

- Travel to job site by 8:15am
- Arrive to job site by 9:00am
- Safety meeting
- Work to be performed in order listed above (unless otherwise noted)

PROJECT SUGGESTED SCHEDULE

The daily work schedule will be as follows:

Start and end times may be modified to depending on the recovery schedule

8:00 AM – 5:00PM

Work is scheduled based on 10 days of work

HEALTH AND SAFETY

A daily safety meeting will be held by ServiceMaster Restore staff for all workers. All staff and laborers will be required to wear steel toed footwear, tyvek coveralls, full face respirator with hepa cartridges, and nitrile gloves at the minimum while on site.

QUALITY ASSURANCE

One very important aspect of this project is to implement procedures that will ensure good management and the delivery of a high-quality service in the minimum amount of time. Below are some of the steps that will be taken:

A. Shifts will be based on working shifts described above for laborers. Supervisors and management will work before and after each labor shift for administrative and preparatory reasons.
B. Crews will work each day in a well-defined contiguous work zone. This zone will be completely finished before moving to another area. This will increase both quality and supervisory control.
C. Once a section has been cleaned the Project Supervisor will be notified. The Project Manager will inspect the area before authorizing the cleaning crew to move to a new area.

ACKNOWLEDGEMENTS

A. ServiceMaster Restore requests that a designated representative for all communications between all parties is appointed. Daily meetings are held to discuss progress, changes in priorities or pertinent project information.

B. ServiceMaster Restore will require an area in which a supply and equipment distribution can be maintained.

C. ServiceMaster Restore will coordinate entrance / exit and security procedures with the appropriate contact person as needed.

D. All ServiceMaster Restore non-management personnel will be badged and/or uniformed for identification purposes.

E. This scope of work is for the building interior

F. ServiceMaster Restore, unless otherwise specified, will provide all equipment and materials necessary to complete this project.

G. All work and services provided in this scope of services are based on the initial inspections of the damage. Due to unknowns in dealing with losses of this nature, some procedures and the nature of the effort may require adjustment as the job is processed. All services are intended to be accomplished under best effort circumstances.

PRICING

Range of Mediation- $25,000.00 - 30,000

Note: The above estimate is for planning purposes and is a serious attempt to provide a number for budgeting purposes. There may be additional damages revealed as restoration activities progress.

Terms

Please see the executed Commercial Service Agreement for payment terms. In the event that a Commercial Service Agreement is not executed on this specific project, ServiceMaster Restore will submit an invoice for payment every 14 days. Payment is due net 10 days from the date of each invoice.

If a prevailing wage or collective bargaining agreement or other labor cost is imposed at any time before, during or after the project is completed, ServiceMaster Restore shall be entitled to an equitable adjustment to the contract price.

The prices contained in this estimate are exclusive of any federal, state or local taxes, approvals, consents, permits, and licenses and orders incident to performance of the work. ServiceMaster Restore shall be compensated for any additional costs incurred which are described above on the basis of ServiceMaster Restore actual costs incurred for such items if not notified of these requirements prior to the acceptance of a service contract between the parties.

SUBJECT TO WORK ORDER MODIFICATIONS -
MOLD WILL RESULT IN SEPARATE BID -
GARY MCSORLEY
Sandy Smith
12/02/2022

CONCLUSION

On behalf of ServiceMaster Restore by A-Town Hi-Tech, we wish to thank you for allowing us this opportunity to participate in the recovery of your facility. In the light of such a disaster, it is our sincere desire to provide the finest in restoration and business recovery services to allow you to resume your business as quickly as possible.

Respectfully Submitted,

ServiceMaster by A-Town Hi-Tech

MEMORANDUM

Date:	November 29, 2022
To:	Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Re:	Enterprise 2022-23

Every year during the budget process we evaluate vehicle maintenance and fuel costs. In an effort to address rising costs and issues with vehicle availability, we utilized the Enterprise lease program in the 2021-22 budget. Unfortunately, supply chain issues impeded the progress of that program and, due to the low availability of vehicles, the City was only able to acquire six vehicles through the Enterprise lease program.

This year we budgeted funds to directly purchase vehicles through cooperative programs and dealerships. We were successful in purchasing four police Interceptors using the direct buy method (sealed bids). The issue we encountered while trying to purchase other vehicles is low availability of commercial grade vehicles and no government incentives.

We were contacted by Enterprise regarding cancelled orders from other customers. Enterprise is nationwide company that can use its influence to acquire vehicles at a better price. By using Enterprise, the City was able to locate vehicles that were on the ground and ready to ship. Administration has determined that the opportunity to lease/purchase the budgeted vehicles is in the City's best interest. By paying 50% down and leasing for three (3) years, we were able to purchase two additional vehicles.

Staff is seeking city council approval for a budget amendment to reduce funding from 6401 capital accounts and increasing 5515 leasing operations accounts. An attachment has been provided for your review.

BUDGETED CAPITAL & IMPROVEMENTS
Fiscal Year 2022-2023
Fleet Vehicles

Dept#				Quant	Budget	Original Price of Vehicle	50% Down	Monthly Rental Payment for 1 Vehicle	Payments FY 22-23 9 months	Payments FY 23-24	Payments FY 24-25	Payments FY 25-26 3 months	Total Lease Cost
140	IT	Toyota Tacoma	1/4 Ton Pickup	1	30,000.00	30,915.54	17,895.52	304.55	2,740.95	3,654.60	3,654.60	913.65	28,859.32
240	Animal Control	Ford F-150 8' Box	1/2 Ton Pickup	1	44,880.00	40,983.50	20,382.50	469.13	4,222.17	5,629.56	5,629.56	1,407.39	37,271.18
300	Code Enforcement	Ford F-150 6.5' box	1/2 Ton Pickup	3	90,000.00	102,235.50	50,790.00	399.86	10,796.22	4,798.32	4,798.32	1,199.58	72,382.44
310	Maintenance	Ram 1500 8' box	1/2 Ton Pickup	1	40,000.00	33,943.19	16,587.35	365.67	3,291.03	4,388.04	4,388.04	1,097.01	29,751.47
320	Streets/Not in Budget	Ford F-150 6.5' box	1/2 Ton Pickup	1	-	34,078.50	16,930.00	399.86	3,598.74	4,798.32	4,798.32	1,199.58	31,324.96
330	Sanitation - not in budget	Ram 1500 8' box	1/2 Ton Pickup	1	-	33,943.19	16,587.35	365.67	3,291.03	4,388.04	4,388.04	1,097.01	29,751.47
370	Parks	Ford F-150 6.5' box	3/4 Ton Pickup	1	27,006.00	32,312.26	16,046.88	379.65	3,416.85	4,555.80	4,555.80	1,138.95	29,714.28
610	Airpark	Ford F-150 6.5' box	1/2 Ton Pickup	2	60,000.00	68,157.00	33,860.00	399.86	7,197.48	4,798.32	4,798.32	1,199.58	51,853.70
610	Airpark	Ford F-250 8' box	3/4 Ton Pickup	1	35,000.00	42,805.00	21,405.50	539.85	4,858.65	6,478.20	6,478.20	1,619.55	40,840.10
710	D&C	Ford F-250 8' box	3/4 Ton Pickup	1	50,000.00	58,084.50	28,783.00	632.60	5,693.40	7,591.20	7,591.20	1,897.80	51,556.60
735	Water Office	Toyota Tacoma	1/4 Ton Pickup	3	90,000.00	92,746.60	53,686.56	304.55	8,222.85	3,654.60	3,654.60	913.65	70,132.26
735	Water Office	Ram 1500 8' box	1/2 Ton Pickup	1	-	33,943.19	16,587.35	365.67	3,291.03	4,388.04	4,388.04	1,097.01	29,751.47
			Total:	17	466,886.00	604,147.97	309,542.01		60,620.40	59,123.04	59,123.04	14,780.76	503,189.25

			Budget Amendment	
			6311	5515
140	002-002-140-	IT	(20,636.47)	20,636.47
240	002-011-240-	Animal Control	(24,604.67)	24,604.67
300	002-021-300-	Code Enforcement	(61,586.22)	61,586.22
310	002-021-310-	Maintenance	(19,878.38)	19,878.38
320	002-022-320-	Streets/Not in Budget	(20,528.74)	20,528.74
330	445-025-330-	Sanitation - not in budget	(19,878.38)	19,878.38
370	002-027-370-	Parks	(19,463.73)	19,463.73
610	410-021-610-	Airpark	(41,057.48)	41,057.48
610	410-021-610-	Airpark	(26,264.15)	26,264.15
710	405-021-705-	D&C	(34,476.40)	34,476.40
735	405-002-735-	Water Office	(61,909.41)	61,909.41
735	405-002-735-	Water Office	(19,878.38)	19,878.38
			(370,162.41)	370,162.41

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY TRANSFERING CAPITAL FUNDS INTO EXPENSE ACCOUNTS FOR THE PURPOSE OF LEASING VEHICLES THROUGH THE ENTERPRISE LEASE PROGRAM FOR VARIOUS DEPARTMENTS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS the city is not purchasing vehicles the funds need to be transferred from the capital accounts to the appropriate expense accounts of various departments; and

WHEREAS the City Manager and Finance Director desires to authorize the transfer of these funds from the capital accounts to the expense accounts.

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

SECTION 1. The Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increasing various expense accounts by the amount of $370,162.41 and decreasing the same amount from the capital accounts (See Memo & Spreadsheet) for the purpose of leasing vehicles through the Enterprise Lease Program.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **December, 2022** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **10th** day of **January, 2023** 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 48, "TRAFFIC AND VEHICLES" ARTICLE VI "WRECKERS,," BY RENAMING THE ARTICLE "TOW TRUCKS," AND AMENDING THE ARTICLE TO ADJUST TOWING FEES, MODIFY REGULATIONS, SET PENALTIES; PROHIBIT VIOLATIONS OF THE ARTICLE; PROVIDE FOR HEARINGS; AND LIFT SUSPENSIONS OF ANY TOWING COMPANIES ISSUED PRIOR TO THE EFFECTIVE DATE OF THE ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, federal law does not preempt ". . . the authority of a State or a political subdivision of a State to enact or enforce a law, regulation, or other provision relating to the regulation of tow truck operations performed without the prior consent or authorization of the owner or operator of the motor vehicle," 49 U.S.C. § 14501(c)(2)(C); and

WHEREAS, a political subdivision of the State of Texas may regulate the operation of a tow truck under the limitations of state law, Section 2308.201, Texas Occupations Code; and

WHEREAS, a political subdivision may regulate and require licensing of motor vehicles for compensation under Section 502.003, Texas Transportation Code; and

WHEREAS, the City of Big Spring is a home rule city; and

WHEREAS, the City of Big Spring is a political subdivision of the State of Texas; and

WHEREAS, the City Council of Big Spring is the governing body of the City of Big Spring; and

WHEREAS, Council intends that this ordinance and Article VI, "Tow Trucks," Chapter 48, "Traffic and Vehicles," Big Spring City Code as codified be fully authorized by state law and the City of Big Spring's home rule authority; and

WHEREAS, City Council adopts this ordinance to protect public health and safety, ensure limited response times to accident scenes and reduce the probability that residents of the City will need to travel to distant locales to retrieve their vehicles;

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

SECTION 1. Section 48-186 is moved from Article V, "Vehicle Impoundment," Chapter 48, "Traffic and Vehicles," Big Spring City Code, to Article VI, "Wreckers," Chapter 48, "Traffic and Vehicles."

SECTION 2. Article VI, "Wreckers," Chapter 48, "Traffic and Vehicles,"Big Spring Code is hereby renamed "Tow Trucks."

Big Spring City Code

Chapter 48 – Traffic and Vehicles

ARTICLE VI. ~~WRECKERS~~ TOW TRUCKS

SECTION 3. Article VI, "Tow Trucks," Chapter 48, "Traffic and Vehicles," Big Spring City Code is amended to read to read in its entirety as follows.

Big Spring City Code

Chapter 48 – Traffic and Vehicles

ARTICLE VI. TOW TRUCKS

SECTION 48-186. GENERALLY

(a) Applicability. The prohibitions and requirements of this article apply to all tow trucks operated within the City of Big Spring engaged in police tow.

(b) Driving tow trucks to scene of collision. No person shall drive or cause to be driven a tow truck to or near the scene of an accident on a public roadway unless such person has been called to the scene by the police communications center or its authorized agent for a police tow or by a party involved in the accident.

(c) Violators of any of the provisions of this article shall be subject to the administrative action set out herein

(d) Excluded. The prohibitions and requirements of this article shall not apply to any person who necessarily must act immediately to prevent death or bodily injury to any person involved in an accident. A vehicle may be pushed or towed by vehicle other than a permitted tow truck only when it does not reasonably require removal by a tow truck, but only when it may be done in a safe and legal manner.

SEC. 48-187. DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accident means any occurrence which renders a vehicle wrecked or disabled as defined by this section.

Chief of Police means the Chief of Police for the City of Big Spring or the Chief's designee.

City Manager means the City Manager for the City of Big Spring or the Manager's designee.

Consent tow means any tow of a vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an incident management tow or a private property tow.

Disabled means the status of any vehicle which had been rendered unsafe to be driven upon the streets as the result of some occurrence other than a wreck, including but not limited to mechanical failures or breakdowns, fire, the elements, or vandalism, so as to reasonably necessitate that such vehicle be removed by a tow truck.

Incident management tow means any tow of a vehicle in which the tow truck is summoned by a peace officer to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene.

Non-consent tow means any tow of a vehicle that is not a consent tow, including an incident management tow and a private property tow initiated by the police department by contacting the city's contracted tow truck, if applicable, or a tow company from the tow company rotation list to remove said vehicle.

Permit means a permit issued by the City of Big Spring to a towing company to perform police tows.

Permit holder means a towing company permitted by the City of Big Spring to perform police tows.

Police Department means the City of Big Spring Police Department and its officers, authorized employees, and agents.

Police tow means an incident management tow or tow of a vehicle such as an abandoned, stolen or illegally parked vehicle, or a vehicle required to be towed in connection with a custodial arrest. A police tow is one initiated when the Police Department calls a permit holder from a tow rotation list.

Private property tow means any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle. Private property towing permit refers to a state-issued permit required for a tow truck used to perform a non-consent tow authorized by a parking facility owner. A tow truck permitted for this type of tow may also be used for consent towing, but not for incident management towing, in accordance with Texas Occupations Code, § 2308.104.

Public roadway means a public street, alley, road, right-of-way, or other public way, including paved and unpaved portions of the right-of-way.

Rotation list means a list prepared by the City of Big Spring Police Department in accordance with the provisions of this article for rotating the use of tow company permit holders called for police tows.

State means the State of Texas and its offices, departments, and agencies.

Towing company means an individual, association, corporation, or other legal entity that controls, operates or directs the operation of one (1) or more tow trucks over a public highway in Texas but does not include a political subdivision of the State.

Tow truck means a motor vehicle, including a wrecker, equipped with a mechanical device used to tow, winch, or otherwise move another vehicle.

Vehicle means a device in, on or by which a person or property may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer but does not include a device moved by human power or used exclusively on a stationary rail or track.

Vehicle owner means a person:

(a) Named as the purchaser or transferor in the certificate of title issued for the vehicle under Chapter 501 of the Texas Transportation Code;
(b) In whose name the vehicle is registered under Chapter 502 of the Texas Transportation Code, or a member of the person's immediate family;
(c) Who holds the vehicle through a lease agreement;
(d) Who is an unrecorded lienholder entitled to possess the vehicle under the terms of a chattel mortgage; or
(e) Who is a lienholder holding an affidavit of repossession and entitled to repossess the vehicle.

Vehicle storage facility means a vehicle storage facility, as defined by Section 2303.002 of Chapter 2303 of the Texas Occupations Code that is operated by a person who holds license issued under Chapter 2303 to operate the facility.

~~Chief of police means the chief of the city police department or his appointed representative.~~

~~Motor vehicle includes every vehicle which is self-propelled.~~

~~Non-consent tows means a tow initiated by the police department by contacting the city's contracted wrecker, if applicable, or a wrecker company from the wrecker rotation list to remove a wrecked or disabled vehicle, when the driver is absent, incapable of or refuses to indicate a choice of wrecker company.~~

~~Police department means the police department of the city.~~

~~Wrecked means the status of any vehicle that has been damaged as a result of an accident so as to reasonably require that such vehicle be removed by a wrecker.~~

~~Wrecker business means the business of towing or removing abandoned, disabled or wrecked motor vehicles from the public streets, regardless of whether the purpose of towing is to remove, repair, wreck, store, trade or purchase such disabled or wrecked vehicles.~~

~~Wrecker company means a company, firm or person engaged in the wrecker business.~~

~~Wrecker rotation list means the list maintained by the police department of wrecker companies with a valid wrecker rotation permit.~~

~~Vehicle includes every device in or by which any person or property is or may be transported or drawn upon a public highway, except devices moved only by human power or used exclusively upon stationary rails or trucks, including trailers and semi-trailers.~~

SEC. 48-188. TOW FEE STUDY. ~~PENALTIES.~~

When establishing or amending the allowable fees for incident management tows, the amounts shall represent the fair value of the services of a towing company and shall be reasonably related to financial or accounting information provided to the City by the company. If a towing company requests that a tow fee study be performed in accordance with Texas Occupations Code, § 2308.203, the City establishes the following procedures:

(a) The Chief of Police shall request financial records from the requesting towing company as they relate to vehicle insurance, registrations and operating costs.
(b) The Chief of Police shall obtain current fuel prices.
(c) The Chief of Police shall review towing fees from other cities of similar population.
(d) The Chief of Police shall submit a recommendation to the City Manager for action.
(e) Recommended increases over twenty-five (25) percent shall be submitted to the City Council for consideration.

~~Violators of any of the provisions of this article shall be subject to the administrative action set out herein and, in addition, shall be guilty of a misdemeanor.~~

SEC. 48-189. CONTRACTED TOW ~~WRECKER~~ SERVICE

The city may contract with a tow company to provide towing services for the city under such terms and conditions as the city manager deems necessary and appropriate. Such contract may provide terms and rates for tow services to be provided to the city for city-owned or -operated vehicles. If the contracted tow company is to perform non-consent tows in lieu of a tow company rotation list, the contract must also require that the contracted tow company at a minimum, will meet all conditions required for a tow company rotation permit and such additional requirements as the city deems necessary and appropriate.

~~The city may contract with a wrecker company to provide wrecker services for the city under such terms and conditions as the city manager deems necessary and appropriate. Such contract~~

~~may provide terms and rates for wrecker services to be provided to the city for city-owned or-operated vehicles. If the contracted wrecker is to perform non-consent tows in lieu of a wrecker rotation list the contract must also require that the contracted wrecker at a minimum will meet all conditions required for a wrecker rotation permit and such additional requirements as the city deems necessary and appropriate.~~

SEC. 48-190. TOW COMPANY ~~WRECKER~~ SELECTION PROCESS.

(a) *Owner or Operator Designation of Tow Company.* When a police officer investigating an accident collision determines that any vehicle which has been involved in a collision or accident upon a public street is unable to proceed safely under its own power, or when the owner or operator of a vehicle is physically unable to drive such vehicle or if a vehicle in safe condition must be removed from a public highway, such officer shall request the owner or operator to designate in writing or while being recorded, the person or tow company the owner or operator desires to remove the vehicle. Said tow company must have a valid tow license and valid rotation permit issued under this article. When the owner has designated the towing company desired, the police officer shall communicate that fact to dispatch and the person receiving the communication at police communications shall call the designated company to send a tow truck to the scene of the accident, disabled vehicle, incident or arrest, making it clear that it was at the owner's request.

(b) *Failure or inability to designate a tow company or arrested driver.* In the event the owner of a vehicle described in subsection (a) of this section is physically unable to designate the tow company desired or refuses to designate one, the investigating officer shall communicate that fact immediately to dispatch who will then contact the designated on-call company to send a tow truck to the scene of the accident or collision. The officer also has discretion to call for a non-consent tow if the driver of the vehicle is taken into police custody. In the case of an abandoned motor vehicle, as described in Section 683.002, Texas Transportation Code, the procedure for handling abandoned motor vehicles shall be governed by said statute in addition to the provisions of this article.

~~(a) Designation of wrecker company. When a police officer investigating an accident collision determines that any vehicle which has been involved in a collision or accident upon a public street is unable to proceed safely under its own power, or when the owner or operator of a vehicle is physically unable to drive such vehicle or if a vehicle in safe condition must be removed from a public highway, such officer shall request the owner or operator to designate in writing or while being recorded, the person or wrecker company the owner or operator desires to remove the vehicle. When the owner has designated the wrecker company desired, the police officer shall communicate that fact to dispatch and the person receiving the communication at the police department shall call the designated company to send a wrecker to the scene of the accident, collision or arrest.~~

~~(b) Recommendation by city employee prohibited. No city employee including a police officer investigating or present at the scene of any wreck, accident or collision on a public street, or in any other situation where a vehicle needs to be towed, shall, directly or indirectly, either by word, gesture, sign or otherwise recommend to any person the name of any particular person or company engaged in the wrecker service or repair business; nor shall any such employee influence or attempt to influence in any manner the decision of any person in choosing or selecting a wrecker or repair service, provided that, if a police officer observes a window sticker or other written material on or about the vehicle which purports to indicate the owner or operator's preference for a specific wrecker company, the police officer may ask the owner or operator of the vehicle if the sticker or other written material indicates such person's choice of wrecker company, however, the police officer shall not be obligated to do so. It is further provided that any police officer, in the exercise of official discretion, may direct that any vehicle shall be taken by the driver of the wrecker towing the vehicle directly to the police station or to any other place the officer may designate, to be held by the city for any lawful purpose.~~

~~(c) Solicitation of wrecker business prohibited on public streets. No person shall solicit in any manner, directly or indirectly on the public streets of the city, wrecker business involving a vehicle wrecked on said streets. This prohibition applies regardless of whether the solicitation is for the business of towing, repairing, wrecking, towing, trading, selling or purchasing said wrecked vehicle. The presence of a wrecker at the scene of a collision or arrest or abandoned vehicle when such wrecker was not called by the city or a party to the collision or arrest, shall be prima facie proof of violation of this section.~~

~~(d) Failure or inability to designate a wrecker company or arrested driver. In the event the owner or operator of a vehicle involved in an accident or collision is physically unable to designate the wrecker company desired, or refuses to designate one, the investigating officer shall communicate the fact immediately to the police department headquarters. The officer also has discretion to call for a non-consent tow if the driver of the vehicle is taken into police custody. The police department shall then contact the city's contracted wrecker if there is a current contract for non-consent tows pursuant to section 48-190, or the wrecker company currently at the top of the wrecker rotation list.~~

~~(e) Response times. In the event that a wrecker company designated by the owner of the vehicle or called by the police department from the city's contract or the wrecker rotation list is contacted to respond to a scene, the wrecker company shall proceed immediately to the scene where it is directed and, absent extenuating circumstances, shall be given a period of 25 minutes in which to reach the location. If the company answering the call has not reached the location within 25 minutes, the officer at the scene has discretion to call the contracted or rotation list wrecker if the original wrecker was designated by the owner or to call the next wrecker company on the wrecker rotation list if the originally called wrecker was at the top of the wrecker rotation list. The second called wrecker company shall then have priority over the call. Failure to comply with these response times may result in removal of a company from the wrecker rotation list or be considered a breach of contract for the city's contracted wrecker. An exception may be made where the called wrecker company advised the officer requesting the wrecker service that they~~

~~will be unable to take the call or in the case of a delay beyond the control of the wrecker company or its employees.~~

~~(f) Discretion of police department. In order to protect the public health and safety, a police officer on scene at any situation necessitating wrecker service shall at all times retain the sole discretion to determine the type (standard or heavy-duty) of wrecker suitable and/or the need for any other specialized wrecker for any particular situation.~~

~~(g) Cleanup and removal of debris. Any wrecker company called to the site of an accident shall completely remove all broken glass and debris from the public street before leaving the accident scene. All accident debris shall be disposed of in accordance with state and local sanitation laws and shall not be disposed of in a manner that will allow it to reach the gutters or storm sewers or to remain on the public right-of-way or any property not belonging to the wrecker company unless lawfully disposed of with the consent of the property owner.~~

SEC. 48-191. TOW COMPANY ~~WRECKER~~ ROTATION LIST.

If the city does not have a current contract with a tow company to perform all non-consent tows pursuant to section 48-190, the police department shall maintain a tow company rotation list for use when non-consent tows are necessary. The list shall contain the name and address of each tow company that has been issued a tow rotation permit by the police department. Each tow company on the list will be utilized as the "on call" tow company for rotating periods of two weeks. Each tow company on the list is responsible for keeping contact information up to date.

~~If the city does not have a current contract with a wrecker company to perform all non-consent tows pursuant to section 48-190, the police department shall maintain a wrecker rotation list for use when non-consent tows are necessary. The list shall contain the name and address of each wrecker company that has been issued a wrecker rotation permit by the police department. Each wrecker company on the list will be utilized as the "on call" wrecker for rotating periods of two weeks. Each wrecker company on the list is responsible for keeping contact information up to date.~~

~~(1) Application for wrecker rotation permit. Any wrecker company desiring to be placed on the wrecker rotation list shall make application for a wrecker rotation permit with the chief of police. The application shall:~~

~~a. Be in writing and signed and sworn to by the owner;~~

~~b. State the company's qualifications and experience;~~

~~c. Include a schedule of charges, rates and fees which may not exceed the rates set forth in this section;~~

~~d. List the equipment the company has for providing said service and provide a statement that the company has all equipment required under the Texas Occupations Code; and~~

e. Include a photocopy of the applicant's and its employees' towing licenses issued under the Texas Occupations Code.

If the applicant has a valid wrecker license and complies with the requirements of this article, the chief of police will issue a wrecker rotation permit to the applicant which must be renewed annually. If the permit requirements are not met, the chief of police will notify the applicant in writing that the permit is denied and state the reasons for denial of the permit.

(2) Permit fee. The application must be accompanied by a permit fee of $100.00 per year. All permits issued hereunder shall expire September 30 of each year and shall not be prorated unless the city cancels all permits and changes to a contracted wrecker service.

(3) Liability insurance. All wrecker companies with a wrecker rotation permit must carry standard liability insurance for each wrecker in limits of not less than the amounts required by the Texas Occupations Code.

(4) Maximum towing fees authorized.

a. Vehicles with GVWR under 10,001 pounds:

Towing fee $100.00 plus mileage

Drop fee $50.00 plus mileage

Work time $125.00 per hour (first 15 min. free)

Mileage $4.00 operated mile

b. Vehicles with GVWR over 10,001 and less than 26,001 pounds:

Hook-up fee $150.00

Drop fee $75.00

Working time $350.00 per hour (4 hour min.)

Waiting time $150.00 per hour

Mileage $5.00 per operated mile

c. Vehicles with GVWR over 26,001 pounds:

Hook-up fee $350.00

d. Special equipment:

Dolly for cars $50.00 plus $2.00 per one-way mile

Dolly for truck/trailer $100.00 per hour

Light power plant $50.00 per hour

Air cushions—$200.00 per cushion per hour

Recovery van—$150.00 plus $4.00 per one-way mile

Arrow board—$50.00 per strap

Nylon lifting straps—$50.00 per strap

Replacement vehicle—Will be charged base fee no mileage charge

e. Extra labor: $50.00 per hour per person; time will be computed from the time such help leaves terminal point of dispatch until they return to terminal or point of dispatch after completing work.

f. Forklift number 311: $100.00 per hour with operator time will be computed from the time unit arrives on location until unit leaves location. Normal delivery fee charged by specific delivery truck.

g. Pay out fees: At the option of the carrier charges or expense for payout fees or special services for the account of the shipper may be advanced by MWS. Such advance charges shall be in addition to other applicable rates or changes. MWS will assess carrying charge of 25 percent of said payout fees.

h. Private property tow fee schedule:

Light-duty towing fee $250.00 Drop fee $125.00

Medium-duty towing fee $350.00 Drop fee $175.00

Heavy-duty tow fee (per unit) $450.00 Drop fee $225.00

MAX heavy-duty tow fee $900.00

(5) Yards and storage areas.

a. Each wrecker company on the police wrecker rotation list must own or contract with a licensed vehicle storage facility within five miles of the city limits of the city.

b. All yards and storage areas for damaged or impounded vehicles which are towed by wrecker companies on the wrecker rotation list shall be fenced or enclosed in order to provide protection for the vehicles in their custody.

(6) Suspension, cancellation or revocation of wrecker rotation permit.

a. After an administrative hearing, the chief of police may suspend, cancel or revoke a wrecker license granted under section 48-190 for any of the following grounds:

1. If the wrecker company violates any provision of this article or any other ordinances or any state law regulating vehicular traffic.

2. If the wrecker company fails to protect vehicles in its care as a result of wrecker pull or fails to prevent parts, accessories, and personal belongings from

~~being removed from the vehicle except as may be necessary to protect said items from theft.~~

~~3. If at any time it is determined that the wrecker company fails to meet the minimum requirements for a licensed wrecker under this article.~~

~~b. The chief of police shall give ten days' notice of the time and place for the administrative hearing concerning suspension, cancellation, or revocation of a wrecker rotation permit as provided above and is hereby empowered to administer oaths to witnesses and to conduct the hearing as otherwise provided by law.~~

~~c. Finding the chief of police in his written order of suspension, cancellation or revocation of wrecker license shall terminate all authority and permission previously granted. The period of suspension, revocation or cancellation of a wrecker license shall not exceed one year.~~

~~d. Any order of the chief of police may be appealed to the city council within ten days from the date the permit holder receives written notice of the suspension, cancellation, or revocation. The city council shall have authority to reverse, affirm, vacate or modify the order of the chief of police; provided, however, in the event the city council affirms the order, the suspension, revocation or cancellation shall commence on the date of action by the city council.~~

SEC. 48-192. <u>TOW TRUCKS AND</u> REQUIRED EQUIPMENT.

(a) <u>All tow trucks shall be equipped with a dolly, winch, cable line, booster brakes, axe, tow bar, spare chains, blinker lights, emergency lights, working light(s), broom, shovel, reflectors or traffic cones, wheel chocks, trash container, hydraulic jack, fire extinguisher (A.B.C. Type and five-lb. minimum required), backing warning signal, in addition to the other standard equipment on tow trucks.</u>

(b) <u>All tow truck equipment must be maintained in working order at all times.</u>

(c) <u>Each tow company truck driver on the police rotation list responding to police requested tows shall have a way to communicate either by radio or cellular phone with police communications during their on-call rotation.</u>

(d) <u>Tow truck drivers may only activate blue or red emergency lights while working in conjunction with law enforcement. Responding to a call with emergency lights activated will be deemed grounds for suspension of city permit.</u>

<u>(e) The permit holder must own or lease the types of tow trucks and equipment required to safely conduct tows in accordance with the provisions of Chapter 2308 of the Texas Occupations Code.</u>

<u>(f) A towing company that wishes to enter into a rotation contract with the city shall own or lease, at least one a minimum, two (2) medium duty tow trucks and may also own or lease (1) a heavy duty tow truck available at all times while on rotation call to transport vehicles in a manner that will not damage the vehicles.</u>

<u>i. Medium duty tow truck mounted on a minimum one-ton capacity chassis and capable of towing motor vehicles with a gross weight rating of more than 10,000 pounds,</u>

but less than 25,000 pounds. Must have a boom and winch rated at not less than 8,000-pound lift capacity and a wheel lift device rated at not less than 4,500 pounds.

ii. Heavy duty tandem axle tow truck mounted on a minimum 2 ½ ton capacity chassis and capable of towing motor vehicles with a gross weight rating that exceeds 25,000 pounds and equipped with a minimum of a 12,000-pound wheel lift under reach, a minimum of two 20,000-pound winches, and a boom rated at not less than a 25-ton capacity.

(g) Each tow truck shall have the name, city and state of the city permit holder, as shown on its permit, on each side of the tow truck. The name, city, state and telephone number of the towing company shall appear in letters at least two (2) inches high, which are permanently affixed, legible and on a contrasting background. Magnetic or other forms of removable signs shall not comply with this requirement.

~~All wreckers or towing equipment used in the city shall have the following minimum equipment:~~

~~(1) A Class A wrecker shall be mounted on a minimum one-ton capacity chassis and shall be equipped with a power or hand operated winch, boom and line with a factory-rated capacity of not less than 5,000 pounds single line capacity.~~

~~(2) A Class B wrecker shall be mounted on a 2½-ton minimum chassis and shall be equipped with a power operated winch, boom and line with a factory-rated lift capacity of not less than 10,000 pounds single line capacity.~~

~~(3) All towing units or wreckers shall be equipped with a dolly, winch, line, booster brakes, axe, tow bar, spare chains, blinker lights, emergency lights, working light, broom, flares, wheel chocks, hydraulic jack and fire extinguishers, in addition to the other standard equipment on wreckers. Each wrecker company on the police rotation list shall have a two-way radio with emergency law enforcement frequency.~~

SECTION 48-193. GENERAL REQUIREMENTS AND DUTIES OF TOWING COMPANIES PERFORMING POLICE TOWS. ~~Liability insurance.~~

(a) All police tows shall be undertaken pursuant to the terms and conditions of this article. Only towing company personnel that have been approved and permitted by the Big Spring Police Department shall conduct police tows.
(b) All tow trucks and permit holders shall be in full compliance with all applicable State and Federal rules, including but not limited to those pertaining to vehicle registration, insurance and safety equipment.
(c) It shall be the obligation of all city permit holders to operate towing companies so as to provide safe and prompt removal of wrecked, disabled or police tow vehicles when called upon to do so in accordance with this article and to deliver the vehicle to the vehicle storage facility owned or leased by the permit holder.

(d) The duty to provide safe and prompt towing service upon call includes but is not limited to the following specific duties:

i. Upon arrival at the scene of an accident, towing company personnel shall take directions from the police officer in charge of that scene.
ii. No city permit holder shall store any vehicles or tow trucks on the public roadways or rights-of-way. City permit holders shall use reasonable care in the storage of property not belonging to the permit holder to minimize the risk of theft or damage.

A permit holder shall immediately notify the Police Department of unclaimed property removed from a vehicle at the time of its release from the storage facility. The permit holder shall immediately notify the Police Department if he believes or has reason to believe that a vehicle contains property that is stolen.

~~All wrecker companies shall carry standard liability insurance for each wrecker in limits of not less than the following sums:~~

~~(1) For damages arising out of bodily injury to or death of one person in any accident, $100,000.00.~~

~~(2) For damages arising out of bodily injury to or death of two or more persons in any one accident, $300,000.00.~~

~~(3) For injury to or destruction of property in any one accident, $100,000.00.~~

SECTION 48-194. PERMIT APPLICATION. ~~Theft and vandalism insurance.~~

An applicant for a city permit shall submit, on a form provided by the Big Spring Police Department, a complete, verified application containing or accompanied by the following:

(a) The true name, the trade name, physical address and mailing address, and telephone number of the towing company.

(b) The name, date of birth and physical home address and mailing address of the applicant if a sole proprietorship.

(c) The name, date of birth and physical home address and mailing address of each partner if the applicant is a partnership.

(d) The name, date of birth and physical home address and mailing address of each corporate officer, if the applicant is a corporation.

(e) The name, physical address and driver's license number of every tow truck driver employed by the applicant who will be conducting police tows.

(f) The physical address of the applicant's vehicle storage facility and a photocopy of the State license for the facility.

(g) Copies of certificate of liability insurance showing a minimum of $50,000.00 theft insurance and a minimum of $50,000.00 vandalism coverage for said vehicle storage facility.

(h) A certificate from the city/county tax assessor-collector that all city taxes on all properties, real and personal, to be used in connection with the applicant's business are current.

(i) A certificate of liability insurance issued by a company authorized to do business in the State which identifies coverage in the amounts required under this article.

(j) For each tow truck the applicant intends to use:

i. The make, model, size and model year;

ii. The vehicle identification number;

iii. The state license plate number;

iv. The State issued permit # for each listed tow truck; and

v. A photocopy of the certificate of registration issued by the State.

(k) Copies of appropriate authorized tow licenses issued for each tow truck driver.

(l) Copies of certificate of liability insurance for Incident Management tows, mandated by Chapter 2308.103 of the Texas Occupations Code, as amended;

i. A minimum of $500,000 of liability insurance for each tow truck; and

ii. A minimum of $50,000 of cargo insurance for each tow truck.

(m) Any indemnification requirements of the city;

(n) Provide that each permit holder shall be an independent permit holder and shall not, with respect to their acts or omissions, be deemed an agent or employee of the City of Big Spring.

(o) Consent form authorizing to the inspection of tow trucks, tow truck equipment and storage facilities by the Chief of Police or his designee between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. This authority shall be cumulative of any other authority held by the Chief of Police, other law enforcement officials or other legally authorized public officials.

(p) Signed agreement stating that the tow truck company will, within four (4) business days of performing each police tow, provide to the Big Spring Police

Department an itemized copy of the tow bill associated. This may be done by sending a copy of the itemized tow bill to records@bigspringpd.net.

(q) Signed agreement with the Big Spring Police Department that any police tows that are directed to be taken to the LEC impound lot or city contracted vehicle maintenance garage for the purpose of evidence, violation of insurance ordinance, or repair, the Big Spring Police Department will be charged a flat rate of $200.00 per towed vehicle. This fee may be requested to be part of a requested tow fee study.

~~Each wrecker company on the police wrecker rotation list shall have a storage yard and shall carry a minimum of $50,000.00 theft insurance and a minimum of $50,000.00 vandalism coverage for said yard.~~

SECTION 48-195. VEHICLE STORAGE FACILITY AND SECURITY. ~~Yards and storage areas to be fenced.~~

(a) Each tow company on the police tow rotation list must own or contract with a storage facility licensed under and in compliance with the Texas Occupations Code that is located within 8 miles of the territorial limits of the City of Big Spring.
(b) The facility must be completely enclosed with adequate solid fencing, locks and other security devices as necessary to maintain security of stored vehicles.
(c) Each permit holder shall provide an attendant who shall be available on the storage facility premises for the release of vehicles from 8:00 a.m. until 5:00 p.m., Mondays through Fridays, as well as an attendant available to respond to the storage facility for vehicle releases within 30 minutes of notification at all other times. A single telephone number must be designated for attendant response between 5:00 p.m. and 8:00 a.m.
(d) Storage fees shall not be assessed by a permit holder in excess of those amounts authorized by State law.
(e) Location of office/storage area. The storage area and office shall be contiguous and shall be open during regular business hours.

~~All yards and storage areas for damaged or impounded vehicles which are towed by wrecker companies on the rotation list shall be fenced or enclosed in order to provide protection for the vehicles in their custody. All yards and storage areas of all wrecker companies shall be located within five miles of the city limits.~~

SECTION 48-196 TOW TRUCK ~~WRECKER~~ SELECTION PROCESS/ROTATION.

(a) ***Owner or Operator Designation of Tow Company.*** When a police officer investigating an accident collision determines that any vehicle which has been involved in a collision or accident upon a public street is unable to proceed safely under its own power, or when the owner or operator of a vehicle is physically unable to drive such vehicle or if a vehicle in safe condition must be removed from a public highway, such officer shall

request the owner or operator to designate in writing or while being recorded, the person or tow company the owner or operator desires to remove the vehicle. Said tow company must have a valid tow license and valid rotation permit issued under this article. When the owner has designated the towing company desired, the police officer shall communicate that fact to dispatch and the person receiving the communication at police communications shall call the designated company to send a tow truck to the scene of the accident, disabled vehicle, incident or arrest, making it clear that it was at the owner's request.

(b) (b) ***Failure or inability to designate a tow company or arrested driver***. In the event the owner of a vehicle described in subsection (a) of this section is physically unable to designate the tow company desired or refuses to designate one, the investigating officer shall communicate that fact immediately to dispatch who will then contact the designated on-call company to send a tow truck to the scene of the accident or collision. The officer also has discretion to call for a non-consent tow if the driver of the vehicle is taken into police custody. In the case of an abandoned motor vehicle, as described in Texas Transportation Code 683.002, the procedure for handling abandoned motor vehicles shall be governed by said statute in addition to the provisions of this article.

~~(a) When a police officer investigating an accident determines that any vehicle which has been involved in a collision or accident upon a public street is unable to proceed safely under its own power or that the owner thereof is physically unable to drive said vehicle and does not designate in writing another person to remove said vehicle, or the owner does not sign a release in the case of a vehicle which is legally parked, then the officer shall request the owner to designate in writing another person to remove said vehicle, or, if the vehicle is legally parked, the owner does not sign a release, then the officer shall request the owner to designate the wrecker company which the owner desires to remove the vehicle. Said wrecker company must have a valid wrecker license issued under section 48-190 and a valid rotation permit issued under section 48-190. If the company does not have said valid license and permit issued under this article, the owner shall be so informed and given an opportunity to designate another company from a list of licensed wrecker companies which have valid rotation permits. The officer in charge at the scene of any accident or arrest may authorize use of a company licensed under section 48-190 but which does not have a valid rotation permit issued under section 48-190 if requested by the owner of the vehicle and it will result in no unnecessary delay in clearing the scene of the accident or arrest and if the owner signs a written release which releases the Police department and the city from all liability for use of a company which does not have a valid rotation permit issued under section 48-190. When the owner has designated the wrecker company desired, the police officer shall communicate that fact immediately to police department headquarters and it shall be the duty of the officer receiving the information at headquarters to call the designated company to send a wrecker to the scene of the accident or collision or arrest.~~

~~(b) In the event the owner of a vehicle described in subsection (a) of this section is physically unable to designate the wrecker company desired or refuses to designate one, or in the case of an abandoned motor vehicle, as defined in Texas Transportation Code § 683.002 (the procedure for~~

~~handling abandoned motor vehicles shall be governed by said statute in addition to the provisions of this article), the investigating officer shall communicate that fact immediately to police department headquarters. The police department shall maintain a wrecker rotation list in alphabetical order, which shall contain the name and address of each wrecker company that has been issued a permit under section 48-191 in order that said company may be called upon for wrecker service by the police department. The police officer receiving a call at police headquarters for wrecker service shall call the first wrecker company on the list to tow said vehicle or move the same from the public streets of the city. After the company at the top of the list has received calls for a period of two weeks, then the company's name shall be placed at the bottom of the list and the next company shall be moved to the top of the list and it shall receive calls for two weeks. This process shall be repeated until each company providing wrecker service under the provisions of this article has received calls for two weeks and then this process shall be started over again. The police department shall notify each wrecker company in sufficient time before it renders wrecker service so the company can adequately provide the necessary personnel and equipment to answer said calls.~~

~~(c) In the event the wrecker company is requested by the police department to make a call and the company agrees to make the call, then the company shall proceed immediately to the scene where it is directed and shall be given a period of 15 minutes in which to reach the location. If the wrecker company answering the call has not reached the location within 15 minutes, the officer at the scene may proceed to call the next wrecker company on the list and that company shall have priority over that particular call. In the event a wrecker company fails to comply with the provisions of this subsection by proceeding to the designated place within the time specified above, said company shall be removed from the top of the list and placed at the bottom of the list. This subsection shall not apply where the company's name at the top of the list is called and they advise the officer requesting the wrecker service that they will be unable to make the call, nor will it apply where there has been a delay caused by some act or omission of another person other than of the wrecker company or its employees or caused by an act of God.~~

SECTION 48-197 SOLICITATION OF <u>TOW TRUCK</u> ~~WRECKER~~ BUSINESS PROHIBITED ON PUBLIC STREETS.

<u>No person shall solicit in any manner, directly or indirectly on the public streets of the city, tow company business involving a vehicle wrecked on said streets. This prohibition applies regardless of whether the solicitation is for the business of towing, repairing, wrecking, towing, trading, selling, or purchasing said wrecked vehicle. The presence of a tow truck at the scene of a collision or arrest or abandoned vehicle when such tow truck was not called by the city or a party to the collision or arrest, shall be prima facie proof of violation of this section.</u>

~~(a) No person shall solicit in any manner, directly or indirectly, on the public streets of the city, wrecker business involving a vehicle wrecked on said streets. This prohibition applies regardless of whether the solicitation is for the business of towing, repairing, wrecking, storing,~~

~~trading selling or purchasing said wrecked vehicle. The presence of a wrecker at the scene of a collision or arrest or abandoned vehicle, which wrecker was not called by the police.~~

~~(b) Department or a party to the collision or arrest, shall be prima facie proof of solicitation as is hereby prohibited.~~

SECTION 48-198 RECOMMENDATION OF TOW TRUCK ~~WRECKER~~ SERVICE.

No city employee including a police officer investigating or present at the scene of any wreck, accident or collision on a public street, or in any other situation where a vehicle needs to be towed, shall, directly or indirectly, either by word, gesture, sign or otherwise, recommend to any person the name of any particular person or company engaged in the tow service or repair business; nor shall any such employee influence or attempt to influence in any manner the decision of any person in choosing or selecting a tow truck or repair service. It is further provided that any police officer, in the exercise of official discretion, may direct that any vehicle shall be taken by the driver of the tow company towing the vehicle directly to the police station or to any other place the officer may designate, to be held by the city for any lawful purpose.

~~No employee of the city shall recommend to any person, in any manner, the name of any repair, wrecker or towing business nor shall any city employee influence or attempt to influence in any manner the decision of any person in choosing or selecting a repair, wrecker service or towing business.~~

SECTION 48-199 SUBCONTRACTING.

No tow company may subcontract its two-week rotation to another tow company service. Additionally, no tow company may subcontract or choose another tow company to assist with a police tow or respond in their place. If the on-call needs additional assistance outside of their tow company, the tow truck driver is to advise an officer on scene at which time the next on-call tow company will be contacted to respond and assist.

~~No wrecker company may subcontract its two-week rotation to another wrecker service.~~

SECTION 48-200. DISCRETION OF POLICE DEPARTMENT.

In order to protect the public health and safety, a police officer on scene at any situation necessitating towing service shall at all times retain the sole discretion to determine the type (standard or heavy-duty) of tow truck suitable and/or the need for any other specialized tow truck for any particular situation regardless of the rotation call list.

~~Due to the emergency nature of wrecker service, the following matters are determined to be necessarily within the discretion of the police department:~~

~~(1) The police department shall have the responsibility for calling for the type (standard or heavy-duty) wrecker deemed suitable for any particular situation necessitating wrecker service.~~

~~(2) The police department shall have the discretion to determine the need for any other specialized heavy-duty wrecker as may be needed for a particular situation regardless of the rotation call list.~~

SECTION 48-201. CLEANUP RESPONSIBILITY.

Any driver who tows any vehicle from the scene of an accident shall remove all vehicle and other debris as a result of the accident from the public roadway. This duty specifically includes removal of all broken glass and vehicle debris from the public roadway and the removal of any load of any vehicle from the traveled portion of the public roadway so as to eliminate any hazard to vehicular traffic. This does not include responsibility to unload cargo from a vehicle in order to permit hauling of the cargo separately. Debris shall be disposed of in a manner which will keep it out of gutters, storm sewers, streams, public rights-of-ways and property not belonging to the towing company.

~~Each wrecker company called to the site of an accident shall completely remove all broken glass and debris from the public street before leaving the accident scene. Debris shall be disposed of in a manner which will keep it out of gutters, storm sewers, public right-of-way and property not belonging to the wrecker company unless done with the consent of the property owner.~~

SECTION 48-202 AVAILABILITY OF SERVICE.

Each tow company on the rotation call list shall be available to provide 24-hour service and must have its office open for business during normal business hours.

~~Each wrecker company on the rotation call list shall be available to provide 24-hour service. Each wrecker company on the rotation list must have its office open for business during normal business hours.~~

SECTION 48-203 PERMIT REVIEW ~~INSPECTION OF EQUIPMENT.~~

(a) The Big Spring Police Department shall issue a city permit to every towing company complying with this article unless legal grounds exist for denying such a permit.
(b) The Big Spring Police Department may not issue a permit to a towing company if:

i. The application is incomplete.
ii. If it is found that any wrecker driver permit applicant employed by the tow company has been convicted of a felony or crime of moral turpitude and five (5) years has not elapsed since the conviction and completion of any sentences, parole or probation that resulted from the conviction.

(c) Any applicant or individual employee not listed and approved by the Police Department shall not be used as a wrecker driver on police tows and shall not be assigned to duties involving police impounds or used to release impounded vehicles.
(d) City issued permits are not transferable or assignable. No city permit shall be transferred or assigned from any person or company to another. When any change of ownership or change of controlling interest occurs, any existing city permit shall immediately terminate.

~~The chief of police shall have the right to inspect the equipment and facilities of companies approved to provide wrecker service under the provisions of this article. Inspection shall be made at any and all reasonable hours and places.~~

SEC. 48-204. ~~RATES AND FEES; ITEMIZED RECEIPT.~~ TOWING FEES.

(a) A city permit holder performing tows other than police tows may collect fees that are deemed reasonable in accordance with the provisions set forth in Texas Occupations Code, Ch. 2308.

(b) City permit holders performing police tows shall not charge fees that exceed the maximum amounts described in this article. All monetary transactions for all fees under this article are the responsibility of the permit holder. The City of Big Spring shall not be involved in nor responsible for the exchange of funds between the permit holder and third parties.

~~Sec. 48-204. Rates and fees; itemized receipt.~~

~~The fees to be charged for towing, repair or storage by a wrecker company responding to calls for "police pulls" will be decided by an agreement of the majority of the companies on the police rotating call list and with the approval of the chief of police. This agreement will be in writing and signed by the owner or representative of the company. The above stated fee agreement will be required of all companies on the approval rotation call list. Each wrecker company on the wrecker rotation list which makes a "police pull" shall furnish an itemized receipt to the person who picks up the vehicle and pays said fees.~~

SECTION 48-205 GROUNDS FOR SUSPENSION, CANCELLATION, OR REVOCATION OF TOW COMPANY PERMIT. ~~Grounds for suspension or removal.~~

(a) In lieu of or in addition to any criminal prosecution or civil remedy for the violation of any section of this article, the Chief of Police shall have, as to the holder of any city

permit or as to any applicant therefore, the duty and authority to enforce this article by administrative action.

(b) The proper and safe functioning of towing companies has critical impact on the health, safety and welfare of the public and involves use of the public roadways, often in circumstances necessitating prompt removal of dangerous obstructions to traffic on public roadways; therefore, the privilege of any person to be a city permit holder operating a towing company in the City shall be subjected to strict regulation in order to protect the public.

(c) For purposes of invoking any administrative remedy against a city permit holder, the acts or omissions of any agent or employee of the city permit holder shall be considered to be the acts or omissions of the city permit holder.

(d) Any of the following offenses may be grounds for suspension, cancellation or revocation of a tow company's city permit:

i. If the place on the tow truck rotation list was procured by fraudulent conduct, concealment of, or false statement of a material fact concerning applicant at the time of his making application;
ii. If the tow company fails to protect vehicles in its care as a result of a tow truck pull or fail to prevent parts, accessories and personal belongings from being removed from the vehicle except as may be necessary to protect said items from theft;
iii. Failure to properly clean up debris at an accident scene;
iii. Failure to maintain a licensed storage facility as required by this article;
iv. Driving any tow truck to or from the scene of an accident in a manner which endangers the life or safety of any person;
v. Responding to a police tow call with emergency lights activated prior to arriving on scene.
vi. Failure to maintain in effect any insurance required by this article;
vii. Charging a fee in excess of the amounts authorized by this article;
viii. Permitting a tow truck to be operated by anyone while under the influence of prescription drugs which could interfere with a driver's ability to operate the tow truck;
ix. Permitting a tow truck to be operated by anyone while under the influence of alcohol or illegal drugs which could interfere with a driver's ability to operate the tow truck;
x. Permitting a tow truck to be operated by anyone whose operator's or driver's license is suspended;
xi. Any sustained complaint of theft by employees of towing company while acting in their capacity as employees of towing company, whether occurring during a police tow or otherwise;
xii. Any sustained complaint of threats made by employees of the towing company while acting in their capacity as employees of towing company made against third parties during a police tow;
xiii. Failing to comply with all directions of police officers while performing related activities on a public roadway;
xiv. Failure to comply with any State or federal law or city ordinance related to the operation of a permit holder;

xv. Using an employee that has not been approved by the Police Department to conduct police tows; or

xvi. If the tow company is repeatedly tardy in arriving after being called to the scene of an accident by the police department for a police tow.

~~(a) After an administrative hearing, the chief of police may suspend or remove any wrecker company from the rotation list for any of the following grounds:~~

~~(1) If the place on the wrecker rotation list was procured by fraudulent conduct, concealment of, or false statement of a material fact concerning applicant at the time of his making application.~~

~~(2) If the wrecker company violates any provisions of this article or any other ordinance or any state law regulating vehicular traffic.~~

~~(3) If the wrecker company fails to protect vehicles in its care as a result of a wrecker pull or fails to prevent parts, accessories and personal belongings from being removed from the vehicle except as may be necessary to protect said items from theft.~~

~~(4) If the wrecker company is repeatedly tardy in arriving after being called to the scene of an accident by the police department for a police pull.~~

~~(5) If the wrecker company charges fees in excess of limits set out in rate agreement.~~

~~(6) If at any time it is determined that the wrecker company fails to meet the minimum requirements for selection to the approval rotation list.~~

~~(b) The chief of police shall give ten days' notice of the time and place for the administrative hearing concerning suspension, cancellation or removal as provided above and is hereby empowered to administer oaths to witnesses and to conduct the hearing as otherwise provided by law.~~

~~(c) Findings of the chief of police and his written order of suspension or removal from the rotation list shall terminate all authority and permission theretofore granted. The period of removal or suspension from the rotation list shall not exceed one year.~~

~~(d) Any order of the chief of police may be appealed to the city council within ten days from the date of suspension or removal. The city council shall have authority to reverse, affirm, vacate or modify the order of the chief of police, provided that in the event of affirmance of the order, the suspension shall commence upon the date of action by the city council.~~

SECTION 48-206. LICENSE AND PERMIT FEES.

To cover the cost of any expenses incurred by the city police department in the processing of applications and other administrative services under this article, each tow company shall pay a license fee of $50.00 per year and each tow company which applies for a rotation permit shall

pay a permit fee of $100.00 per year. All licenses and permits issued hereunder shall expire September 30 the first Monday of October of each year at 8:00 a.m. and shall not be prorated.

~~To cover the cost of any expenses incurred by the city police department in the processing of applications and other administrative services under this article, each wrecker company shall pay a license fee of $50.00 per year and each wrecker company which applies for a rotation permit shall pay a permit fee of $100.00 per year. All licenses and permits issued hereunder shall expire September 30 of each year and shall not be prorated.~~

SECTION 48-207 SUSPENSION, CANCELLATION, OR REVOCATION OF WRECKER LICENSE.

(a) After an administrative hearing, the chief of police may suspend, cancel or revoke a tow company permit granted under section 48-193 for any violations listed under section 48-211.
(b) Findings of the chief of police in his written order of suspension, cancellation, or revocation of tow permit shall terminate all authority and permission theretofore granted. The period of suspension, revocation or cancellation of a tow company permit shall not exceed one year.
(c) When a permit is suspended, the holder of the permit shall be notified in writing that the permit is, upon service of the notice, immediately suspended. Opportunity for a hearing will be provided if the permit holder files a written request with the City Manager within five (5) business days of the date notice is served. The permit holder shall be afforded a hearing within ten (10) days of receipt by the City Manager of a timely request. If no written request for a hearing is filed within five (5) business days of the date notice is served, the suspension is sustained and becomes final.
(d) The City Manager shall conduct the hearing provided for in this article at a time and place designated by the Manager. Based upon the evidence presented at the hearing, the City Manager shall make final findings and shall sustain, modify or rescind the suspension. A written hearing decision letter notice shall be furnished to the permit holder by the City Manager.
(e) If, after a hearing, the City Manager sustains the suspension, the suspension becomes final.
(f) If, after a hearing, the City Manager determines that the cause for suspension is invalid, the permit shall be reinstated. In this event, the permit holder's sole remedy shall be reinstatement.

~~(a) After an administrative hearing the chief of police may suspend, cancel or revoke a wrecker license granted under section 48-191 for any of the following grounds:~~

~~(1) If the wrecker company violates any provision of this article or any other ordinance or any state law regulating vehicular traffic; provided, however, the provisions of this article regarding a wrecker company which has obtained a permit to be included on the approved rotation list shall not apply to a licensed wrecker company which does~~

~~not also hold a permit to be included on the approved rotation call list as provided in section 48-191.~~

~~(2) If the wrecker company fails to protect vehicles in its care as a result of a wrecker pull or fails to prevent parts, accessories, and personal belongings from being removed from the vehicle except as may be necessary to protect said items from theft.~~

~~(3) If at any time it is determined that the wrecker company fails to meet the minimum requirements for a licensed wrecker under this article.~~

~~(b) The chief of police shall give ten days' notice of the time and place for the administrative hearing concerning suspension, cancellation, or revocation of a wrecker license, as provided above, and is hereby empowered to administer oaths to witnesses and to conduct the hearing as otherwise provided by law.~~

~~(c) Findings of the chief of police in his written order of suspension, cancellation, or revocation of wrecker license shall terminate all authority and permission theretofore granted. The period of suspension, revocation or cancellation of a wrecker license shall not exceed one year.~~

~~(d) Any order of the chief of police may be appealed to the city council within ten days from the date of suspension, cancellation, or revocation. The city council shall have authority to reverse, affirm, vacate or modify the order of the chief of police; provided, however, in the event of affirmance of the order, the suspension, revocation or cancellation shall commence on the date of action by the city council.~~

SECTION 48-208. FEES AND CHARGES FOR INCIDENT MANAGEMENT TOWS AND NONCONSENT TOWS

(a) The maximum allowable fees for an incident management tow or nonconsent tow are as follows.

MAXIMUM TOWING FEES FOR VEHICLES WITH GVWR UNDER 10,001 LBS

TOWING FEE*	$272.00	Plus Mileage
DROP FEE	$135.00	Plus Mileage
WORK TIME*	$150.00	Per Hour
MILEAGE (Calculated from VSF to Scene and back to VSF)	$5.00	Operated Mile
*TOWING FEE		A flat rate. Includes hook up fee and winching of vehicle to

		include needed use of snatch blocks and scotch blocks.
*WORK TIME		Includes any wait time, service time, debris clean up and truck operator time.

MAXIMUM TOWING FEES FOR VEHICLES WITH GVWR OVER 10,001 LBS AND LESS THAN 26,001 LBS

TOWING FEE*	$380.00	Plus Mileage
DROP FEE	$244.00	Plus Mileage
WORK TIME*	$275.00	Per Hour
MILEAGE (Calculated from VSF to Scene and back to VSF)	$6.00	Operated Mile
*TOWING FEE		A flat rate. Includes hook up fee and winching of vehicle to include needed use of snatch blocks and scotch blocks.
*WORK TIME		Includes any wait time, service time, debris clean up and truck operator time.

MAXIMUM TOWING FEES FOR VEHICLES WITH GVWR OVER 26,001 LBS

TOWING FEE*	$500.00	Plus Mileage
DROP FEE	$230.00	Plus Mileage
WORK TIME *	$350.00	Per Hour
MILEAGE (Calculated from VSF to Scene and back to VSF)	$7.00	Operated Mile
*TOWING FEE		A flat rate. Includes hook up fee and winching of vehicle to include needed use of snatch blocks and scotch blocks.

*WORK TIME		Includes any wait time, service time, debris clean up and truck operator time.

VSF FEES AND OTHER CHARGES REGULATED BY TDLR

DAILY STORAGE FEE	$21.03/DAY $36.80/DAY	Vehicle < Or = 25 Feet in Length Vehicle > 25 Feet in Length
NOTIFICATION FEE	$50.00	This fee covers **ALL** notices.
VEHICLE IMPOUNDMENT FEE	$21.03	Must meet TDLR requirements.

ADDITIONAL ALLOWABLE RATES FOR TOW AND RECOVERY

Dolly for Vehicle under 10,001 GVWR	$50.00	Plus $2.00 per one way mileage.
Dolly for Truck/Trailer over 10,001 GVWR	$100.00	Per Hour
Light Power Plant	$50.00	Per Hour
Air Cushions (Lift Bags)	$200.00	Per Cushion / Per Hour
Recovery Van/Trailer	$150.00	Plus $4.00 per one way mileage.
Lifting Straps	$50.00	Per Strap Used
Extra Labor	$100.00	Per Hour / Per Person
Fluid Absorbent	$25.00	Per Bag
Tire Change Prep to Tow	$20.00	Per Tire
Ratchet Straps	$15.00	Each Application
Remove Drive Line or Disconnect Linkage	$75.00	Flat Fee
Rollover Fee (FLAT FEE)	$100.00 $200.00 $300.00	< 10,001 Lbs. > 10,001 Lbs. < 26,000 Lbs. > 26,001 Lbs.
Off-Road Recovery	$200.00	Per Hour
High Water Recovery	$300.00	Per Hour

(b) *Any additional required equipment.* If the towing company is required to rent or lease a piece of equipment which is not required in the normal operation of a towing company, the actual cost for lease or rental of such equipment may be passed on to the vehicle owner.

(c) *Hazardous materials*. In the event a towing company seeks to tow a vehicle containing, or reasonably believed to contain, hazardous materials, and the materials have leaked or appear to be leaking, the towing company shall immediately advise the city Fire Department of the leakage. The vehicle will not be moved until inspected by the city Fire Department. The city Fire Department will be the sole authority in determining the appropriate precautions to be taken prior to authorizing the vehicle to be moved by the towing company.

SEC. 48-209. RESPONSE TIMES.

In the event that a tow company designated by the owner of the vehicle or called by the police department from the city's tow company rotation list is contacted to respond to a scene, the tow company shall proceed immediately to the scene where it is directed and, absent extenuating circumstances, shall be given a period of 25 minutes in which to reach the location. If the company answering the call has not reached the location within 25 minutes, the officer at the scene has discretion to call the contracted or rotation list tow company if the original tow truck was designated by the owner or to call the next tow company on the tow company rotation list if the originally called tow truck was at the top of the tow company rotation list. The second called tow company shall then have priority over the call. Failure to comply with these response times may result in removal of a company from the tow company rotation list or be considered a breach of contract for the city's contracted tow company. An exception may be made where the called tow company advised the officer or police communications requesting the towing service that they will be unable to take the call or in the case of a delay beyond the control of the tow company or its employees.

Additionally, the tow company when responding to the scene where it is directed, shall notify police communications either by radio or phone:

(a) When they have arrived on scene;
(b) When they have completed the removal of vehicle and debris from the scene and are enroute to their respective storage facility.
(c) When they arrive at their storage facility.

SEC. 48-210. ITEMIZED TOW BILL TO POLICE DEPARTMENT.

Within four (4) business days of performing a police tow, the tow company that completed the police tow, shall provide to the Big Spring Police Department a copy of the itemized tow

bill associated. This may be done by sending a copy of the itemized bill by e-mail to records@bigspringpd.net. This will allow the Chief of Police the ability to monitor that the fees being charged are within the allowable rates. There will be no additional fee to the vehicle operator/owner or City of Big Spring for this service.

SEC. 48-211. FILING OF AND INVESTIGATING COMPLAINTS CONCERNING TOW COMPANIES.

Any complaint regarding a towing company shall be submitted in writing to the City of Big Spring Chief of Police. The complaint shall be specific as to the allegations and shall be signed by the individual submitting the complaint. Complaints will be fully investigated; findings will be made and appropriate action will be taken.

SEC. 48-212. - PROCEDURES FOR ADMINISTRATIVE HEARING NOTICE.

(a) *Administrative hearing notice.* The Chief of police shall give ten (10) days' notice of the time and place for the administrative hearing concerning suspension, cancellation or removal as provided above and is hereby empowered to administer oaths to witnesses and to conduct the hearing as otherwise provided by law.
(b) Notice is served when it is personally delivered to the holder of the permit or when deposited in the U.S. Mail, by registered or certified mail, return receipt requested, to the address of the permit holder provided in his application, whichever occurs earlier. A copy of the notice shall be kept and filed in the records of the Big Spring Police Department.
(c) Findings of the chief of police and his written order of suspension or removal from the rotation list shall terminate all authority and permission theretofore granted. The period of removal or suspension from the rotation list shall not exceed one year. Any order of the chief of police may be appealed to the city manager within ten days from the date of suspension or removal. The city manager shall have authority to reverse, affirm, vacate, or modify the order of the chief of police, provided that in the event of affirmance of the order, the suspension shall commence upon the date of action by the city manager.

SEC. 48-214. - CRIMINAL PENALTY.

Commented [AWH1]: 213

(a) Any business or person commits an offense if they violate any provision of this article applicable to them.
(b) Any business or person violating any prohibition, requirement, duty or provision of this article shall be deemed to have committed a Class C misdemeanor, and, upon conviction, shall be punished by a fine of not more than $500.00.
(c) It shall be a defense to prosecution of any violation of this article that a person violated this article while acting to prevent imminent death or bodily injury to any person involved in an accident or at the direction of a peace officer.

SECTION 4. Note. Language in Sections 2 and 3 to be added appears underlined and language to be deleted is ~~stricken~~. The tables in the text to be codified as 48-208, included in Section 2-above, are to be added.

SECTION 5. Any suspension of a towing company prior to the passage of this ordinance by the Chief of Police is hereby lifted and any towing company affected may apply for a towing permit under the Code for the remainder of the current fiscal year. This section shall not otherwise limit the authority of the Chief of Police on or after the effective date of this ordinance.

SECTION 6. 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 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 8. 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 9. 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 **13th** day of **December**, **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 **10th** day of **January**, **2023**, 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

Amendment to Tow Truck Ordinance

In Section 3 of the ordinance:

Relating to Big Spring City Code Section 48-192(f) replace "~~prtwo~~" with "two."

Relating to Big Spring City Code Section 48-194(g), revise as follows:

~~Copies of certificate of liability insurance showing a minimum of $50,000.00 theft insurance and a minimum of $50,000.00 vandalism coverage for said vehicle storage facility.~~

Copies of certificate of liability insurance showing a minimum amount of insurance coverage that complies with the requirements of Section 85.400, Title 16, Texas Administrative Code, for said owned or contracted vehicle storage facility.

Relating to Big Spring City Code Section 48-194(l), revise as follows:

~~Copies of certificate of liability insurance for Incident Management tows, mandated by Chapter 2308.103 of the Texas Occupations Code, as amended;~~

~~i. A minimum of $500,000 of liability insurance for each tow truck; and~~

~~ii. A minimum of $50,000 of cargo insurance for each tow truck.~~

Copies of certificate of liability insurance for Incident Management tows, for the minimum amounts mandated by Section 2308.103, Texas Occupations Code and Section 86.400, Title 16, Texas Administrative Code, for tow trucks and tow trucks cargo.

Relating to Big Spring City Code Section 48-195(c), revise as follows:

Each permit holder shall provide an attendant who shall be available on the storage facility premises for the release of vehicles from 8:00 a.m. until 5:00 p.m., Mondays through Fridays, as well as an attendant available to respond to the storage facility for vehicle releases within ~~30~~ 60 minutes of notification at all other times. A single telephone number must be designated for attendant response between 5:00 p.m. and 8:00 a.m.

Relating to Big Spring City Code Section 48-208(a), under Maximum Towing Fees for Vehicles with GVWR over 26,001 lbs, "*Towing Fee," add text "(Winching Fee and Loading Fees Listed Below)."

Relating to Big Spring City Code Section 48-208(a), under Additional Allowable Rates for Tow and Recovery, add the following rows:

Winching	$300.00	>26,001 Lbs. /Per Hour
Loader	$300.00	>26,001 Lbs. /Per Hour
Loader Transport	$300.00	>26,001 Lbs. /Per Hour

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

Big Spring Fire Department

Memo

To: City Manager Todd Darden

From: Fire Chief Craig Ferguson

Date: January 3, 2023

Re: Budget amendment

Mr. Darden,

The Big Spring Fire Department was excited to receive a grant from Oxy petroleum for the purchase of rescue equipment. I am asking for a budget amendment to increase department 210-5114 wearing apparel in the amount of the donation $20,000. The grant specified they wanted the money to be used towards rescue equipment so we intend on buying boots that will be used in rescue, fire ground operational and extrication of victims in car crash. If you have any questions, please let me know. Thank you.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF PURCHASING RESCUE EQUIPMENT (BOOTS) FOR THE FIRE DEPARTMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS additional funds for rescue equipment (boots) was not included in the original budget.

WHEREAS the City Council desires to increase the general fund budget in order to purchase rescue equipment (boots) for the Fire Department.

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of $20,000.00 to the expense account number 002-012-210-5114 for the purpose of additional funding to purchase rescue equipment (boots) for the Fire Department. The net increase will be funded through a donation from Oxy Petroleum.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **January, 2023** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **24th** day of **January, 2023** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Big Spring Fire Department

Memo

To: City Manager Todd Darden

From: Fire Chief Craig Ferguson

Date: January 3, 2023

Re: Budget amendment

Mr. Darden,

The Big Spring Fire Department is glad to have three more members going to paramedic school this year. The JRAC (Regional Advisory Council) has a program to pay for these students and has given us $28,000 to be able to send these firefighters to paramedic school. I am asking for a budget amendment in department 260-5555 in the amount of $28,000 increase in order to cover the cost of the class. I will answer any question you may have about this program. Thank you.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE EMS FUND BUDGET FOR THE PURPOSE OF ADDITIONAL EDUCATION FOR THE EMS DEPARTMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS additional funds for more firefighters to attend paramedic school was not included in the original budget.

WHEREAS the City Council desires to increase the EMS fund budget for the purpose of additional education for the EMS Department.

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

SECTION 1. The EMS Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of $28,000.00 to the expense account number 430-012-260-5555 for the purpose of additional funding for more firefighters to attend paramedic school. The net increase will be funded through a reimbursement from the JRAC (Regional Advisory Council).

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **January, 2023** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **24th** day of **January, 2023** 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 ORDINANCE NUMBER 038-2022 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 BY INCREASING THE LANDFILL ENTERPRISE FUND BUDGET FOR THE PURPOSE OF WOOD CHIPPING AT THE BIG SANDY LANDFILL; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2022-23 budget for the City of Big Spring, Texas on September 27, 2022 ("Budget"); and

WHEREAS additional funds for wood chipping was not included in the original budget.

WHEREAS the City Council desires to increase the special services fund budget to complete the project as the landfill is running out of space for tree limbs and branches.

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

SECTION 1. The Landfill Enterprise Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of $50,000.00 to the expense account number 440-025-350-5521 for the purpose of additional funding for the chipping of tree limbs and branches needed at the Big Sandy Landfill. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 038-2022 shall remain in full force and effect.

SECTION 3. 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 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 authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **January, 2023** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **24th** day of **January, 2023** 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 CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED "ADMINISTRATION," ARTICLE VII "BOARDS AND COMMISSIONS," DIVISION 5 "TRAFFIC COMMSSION," SECTION 2-300 BY AMENDING SUBSECTION (D) AND ADDING A NEW SUBSECTION (E); IN ORDER TO RENDER INACTIVE THE SAID BOARD AND RELEASE THE MEMBERS OF THE BOARD FOR POTENTIAL CONSIDERATION FOR SERVICE ON OTHER BOARDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Traffic Commission has not met in an extended period of time; and

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

WHEREAS, if a board is rendered inactive, the members will be released from their respective obligations under these boards and may 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 5 entitled "Traffic Commission," Section 2-300, "Traffic Commission," is hereby amended by amending subsection (d) and by adding a new subsection (e) which shall read as follows:

Sec 2-300. – Traffic Commission.

…

(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 48-47 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 Traffic Commission 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: Traffic Commission. 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 **10th** day of **January, 2023** 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 **24th** day of **January**, **2023** 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 OF BIG SPRING, TEXAS AMENDING CHAPTER 28, "HEALTH," OF THE BIG SPRING CODE, ARTICLE V, "MUNICIPAL AMBULANCE SERVICES," SECTION 28-135 ENTITLED "AMBULANCE FEES" TO UPDATE FEES FOR BASIC AMBULANCE SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring operates Emergency Medical Services (EMS) for the citizens of Big Spring and Howard County; and

WHEREAS, the City Council finds it necessary to align ambulance fees with current industry standards;

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

SECTION 1. The City of Big Spring Code of Ordinances, Chapter 28, entitled "Health," Article V, entitled "Municipal Ambulance Services," Section 28-135, entitled "Ambulance Fees" is hereby amended to read as follows:

Sec. 28-135. Ambulance Fees.

Basic fees for emergency ambulance service shall be according to the following schedule:

(1)	~~ALS 1~~ ALS Emergency	~~$ 850.00~~	$ 1,500.00
(2)	~~ALS 2~~ ALS-Non	~~$ 1,050.00~~	$ 1,500.00
(3)	SCT (scheduled inner facility transfer)	~~$ 1,275.00~~	$ 1,800.00
(4)	~~BLS~~ BLS Emergency	~~$ 750.00~~	$ 1,300.00
(5)	~~ALS (non Emergency)~~ ALS 2	~~$ 850.00~~	$ 1,700.00
(6)	BLS (Non-Emergency)	~~$ 750.00~~	$ 1,300.00
(7)	Treatment/No transport	$ 150.00	
(8)	ALS Disposables	~~$ 375.00~~	$ 450.00
(9)	BLS Disposables	~~$ 225.00~~	$ 350.00
(10)	Oxygen	$ 150.00	
(11)	Mileage	~~$ 15.00 per mile~~	$ 24.00 per mile

. . .

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. The City Secretary is hereby ordered and directed to cause the descriptive caption, as well as any penalties for violation of this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the City Charter.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **January 2023**, with all members of the Council voting "aye for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **24th** day of **January 2023** with all members voting "aye" for the passage of same.

_____
Robert Moore, Mayor

ATTEST:

_____
Tami Davis, Assistant City Secretary

EMERGICON
emergency medical billing

EMS Billing **Built for Texas**

Strategies to Increase Revenue
City of Big Spring

Three Areas of Focus

Fee Schedule

Discounts

Small Balance

Fee Schedule

Making sure that your fee schedule remains up to date and in line with current industry standards.

Fee Schedule Recommendation

Current Fee Schedule	
ALS-E - A0427	$850.00
ALS-Non - A0426	$850.00
ALS 2 - A0433	$1,050.00
BLS-E - A0429	$750.00
BLS-Non - A0428	$750.00
SCT - A0434	$1,275.00
ALS Disp - A0398	$375.00
BLS Disp - A0382	$225.00
O2 - A0422	$150.00
Mileage - A0425	$15.00
TNT - A0998	$150.00

Proposed Fee Schedule	
ALS-E - A0427	$1,500.00
ALS-Non - A0426	$1,500.00
ALS 2 - A0433	$1,700.00
BLS-E - A0429	$1,300.00
BLS-Non - A0428	$1,300.00
SCT - A0434	$1,800.00
ALS Disp - A0398	$450.00
BLS Disp - A0382	$350.00
O2 - A0422	$150.00
Mileage - A0425	$24.00
TNT - A0998	$150.00

Fee Schedule Recommendation

- Based on commercial insurance and transport volume during FY22, the proposed fee schedule, if implemented, could conservatively bring in an additional $35,000 in revenue before fees are deducted.

Discounts

- Currently, Big Spring does not offer a prompt pay discount. Providing a higher discount to your patients offers many advantages. One benefit our clients see is a reduction in the risk of nonpayment or delayed payments.
- Allowing Emergicon the ability to write-off disposable charges when negotiating payment has proven to be an effective means of increasing payments received.

57% of Emergicon clients offer discounts

Average discount: 25%

Highest discount: 50%

Lowest discount: 5%

Discount Recommendations

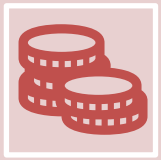
- Emergicon suggests implementing a discount range of 25-45%
- Allow Emergicon the ability to negotiate writing off oxygen and disposable charges as needed to increase payments received

Small Balance

Small balance write offs are beneficial in assuring that the cost of resources, both time and money, do not exceed the beneficial value of the amount that would have been collected.

Currently, 54% of Emergicon clients allow small balance write offs.

Average: $50.00



Highest: $300.00

Lowest: $4.99

Small Balance Recommendation

Emergicon suggests using a $150.00 minimum balance write-off.

What do our top revenue producing clients see from implementing these options?

Benefits

Revenue growth

Cleaner accounts receivable by discarding uncollectable accounts

Probability of increased patient payments

Thank you!

It is Emergicon's goal to provide service above and beyond what is expected. The Client Success Team here at Emergicon will continue to monitor your organization's financial performance and make recommendations accordingly. If you ever have any questions or need anything at all, please let us know. Thank you!

Please let us know if we can be of assistance!

Dial the Client Hotline!

866.TEX.EMS1

866.839.3671

OPEN UP A WHOLE NEW REVENUE STREAM WITH EMERGIFIRE

EMERGIFIRE
emergency response billing

Nikki Mattick
nmattick@emergicon.com
972-602-2060 ext 568

Kassi High
khigh@emergicon.com
972-602-2060 ext 493

EMERGICON
emergency medical billing

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS, TO PROHIBIT OPENLY CARRYING A HANDGUN BY A HOLDER OF A LICENSE TO CARRY INTO THE ROOM OR ROOMS IN WHICH ANY MEETING OF THE CITY COUNCIL IS MEETING.

WHEREAS, The Texas Constitution states: "Every citizen shall have the right to keep and bear arms in the lawful defence of himself or the State; but the Legislature shall have power, by law, to regulate the wearing of arms, with a view to prevent crime," Texas Constitution, Article I, Section 23; and

WHEREAS, Under Section 46.03(a)(14), Texas Penal Code, a person may not go with a firearm to a room or rooms where a meeting of a governmental entity conducted under Chapter 551, Texas Government Code, is being held; and

WHEREAS, Under Section 46.15(b)(6), Texas Penal Code, the prohibition of Section 46.03(a)(14), Texas Penal Code is non-applicable to a person holding a license to carry who carries a handgun openly or concealed; and

WHEREAS, Under Section 30.07, Texas Penal Code, a property owner may restrict the open carry of a handgun by a holder of a license to carry by giving the prescribed notice, and a person violating this restriction is guilty of a Class C Misdemeanor under subsection (d); and

WHEREAS, Under Section 30.07(e), Texas Penal Code, it is an exception to the application of Section 30.07, Texas Penal Code if the property is owned or leased by a governmental entity so long as it is not a premises or other place where a license to carry holder is prohibited from carrying a handgun under Section 46.03, Texas Penal Code, and City Council meeting rooms are such a place where carrying is prohibited under Section 46.03, Section 30.07(e), Texas Penal Code does not reference Section 46.15, Texas Penal Code, Section 46.15 nonapplicability is not incorporated into Section 30.07(d), and therefore Texas law allows governing bodies of political subdivisions to give notice to persons under Section 30.07 to restrict the open carry of a handgun into such a room by a holder of a license to carry; and

WHEREAS, the City of Big Spring is a home rule city; and

WHEREAS, the City of Big Spring is a political subdivision of the State of Texas, and constitutes a governmental entity; and

WHEREAS, the City Council of Big Spring is the governing body of the City of Big Spring; and

WHEREAS, the City of Big Spring owns or leases the property and premises at which City Council meetings are held; and

WHEREAS, the City Council of Big Spring finds that the most appropriate way to protect the attendees of meetings of the City Council and to prevent crime is to prohibit open carry of a handgun by a license holder in those meetings; and

WHEREAS, City Council intends that this resolution be fully authorized by the Texas Constitution, state law, the City of Big Spring's home rule authority, and any other applicable law; and

WHEREAS, Except as stated, City Council intends that this resolution to not have any effect on the City's policies and regulations concerning its employees; and

WHEREAS, City Council adopts this ordinance to protect public safety and prevent crime;

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

SECTION 1. City staff is directed to prepare "no firearms" signage in accordance with Section 46.03, Texas Penal Code to notify persons that firearms may not be carried into a City Council meeting without authorization of law such as a License to Carry.

SECTION 2. City staff is directed to prepare signage in accordance with Section 30.07, Texas Penal Code to notify persons holding a License to Carry that open carry is prohibited at the place where City Council is meeting.

SECTION 3. City staff is directed to post such signage outside the door to the room or rooms in which any meeting of the City Council taking place prior to the meeting, and to remove the signage upon the conclusion of the meeting.

SECTION 4. This Resolution 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.

SECTION 5. Any prior resolution or minute order that is inconsistent with this Resolution is hereby repealed and declared to be of no further force or effect to the extent of the conflict.

SECTION 6. Should any section, paragraph sentence, clause, phrase, or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of this Resolution shall not be affected thereby.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **January**, **2023** 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 **24th** day of **January**, **2023** with all members of the Council voting "aye" for the passage of same.

_____

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, AMENDING RESOLUTION 031-2022 TO AUTHORIZE AND APPOINT THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE PUBLIC SAFETY OFFICE FOR THE "BULLET-RESISTANT SHIELD GRANT PROGRAM, FY2023" TO SECURE FUNDING FOR 30 STREET LEVEL BULLET-RESISTANT SHIELDS; PROVIDE WRITTEN ASSURANCE THAT IN AN EVENT OF LOSS OR MISUSE OF GRANT FUNDS THE CITY COUNCIL WILL RETURN ALL FUNDS TO THE OFFICE OF THE GOVERNOR; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Big Spring is a Texas municipal corporation enjoying home rule, and is a unit of local of local government and political subdivision of the State of Texas; and

WHEREAS, under the Charter of the City of Big Spring, the City Council of Big Spring is the City of Big Spring's governing body; and

WHEREAS, the City of Big Spring proudly operates its Big Spring Police Department; and

WHEREAS, the Department of Public Safety of the State of Texas recognizes the magnitude of law enforcement's everyday risk and has funding available for the purpose of acquiring bullet-resistant shields through its Bullet-Resistant Shield Grant Program; and

WHEREAS, this is a 0% match grant, and the value of the grant the City seeks totaling approximately $13,500.00; and

WHEREAS, the City Council of Big Spring wishes to designate the City Manager as the grantee's authorized official with the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency;

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

SECTION 1. The City of Big Spring, acting by and through its governing body, hereby resolves to authorize and appoint the City Manager to submit an application to the Public Safety Office for the Bullet-Resistant Shield Grant Program to secure funding for the purchase of 30 street level bullet-resistant shields as stated in this Resolution.

SECTION 2. City gives written assurance, that in an event of loss or misuse of grant funds, the governing body will return all funds to the Office of the Governor (OOG).

SECTION 3. This Resolution supersedes Resolution 031-2022.

SECTION 4. This Resolution shall become effective immediately upon its passage.

SECTION 5. The City Council finds that the passage of this resolution constitutes an emergency and an imperative public necessity due to the safety-critical nature of the equipment in question, and therefore that the Charter Rule requiring that City resolutions must be read at two separate meetings of the City Council shall be suspended, and therefore said rule is hereby suspended, and this resolution shall be effective immediately upon its passage according to the Charter of the City of Big Spring.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the **10th** day of **January, 2023,** with all members present voting "aye" for passage of the same.

ATTEST: _____
Robert H. Moore, III, Mayor

_____
Tami L. Davis, City Secretary

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 6, 2023 FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS CITY COUNCIL MEMBER FOR DISTRICT ONE AND ONE PERSON TO SERVE AS CITY COUNCIL MEMBER FOR DISTRICT THREE; PROVIDING FOR THE CONDUCT OF THE ELECTION; DESIGNATING SEVERAL POLLING PLACES WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. A General Election shall be held on the 6th day of May, 2023 for the purpose of electing of electing one person to serve as City Council Member for District One and one person to serve as City Council Member for District Three in accordance with the Constitution and Laws of the State of Texas and the Charter of the City of Big Spring, Texas, and the manner of holding said election shall be governed by the laws of the State regulating general elections, the City Charter, and this Resolution.

SECTION 2. Each candidate shall make application in writing to the City Secretary for the candidate's name to appear on the official ballot no later than 5:00 p.m. of the sixty-second (62nd) before election day but no earlier than the thirtieth (30th) day before the date of the filing deadline, as required by sections 1.007 and 143.007 of the Texas Election Code. The application shall clearly designate the residence address of the candidate. Each candidate must reside in the city limits of the City of Big Spring. A candidate for City Council District One (1) must reside within District One (1) and shall have been a resident citizen of the City of Big Spring District One (1) for a period of one (1) year immediately preceding the date of the election at required by Art. IV, Sec. 5 of the City Charter. A candidate for City Council District Three (3) must reside within District Three (3) and shall have been a resident citizen of the City of Big Spring (District 5) for a period of one (1) year immediately preceding the date of the election as required by Art. IV, Sec. 5 of the City Charter.

SECTION 3. Only qualified electors under the general laws of the state who reside in the City District One (1) shall be qualified to vote for the office of City District One (1); and only qualified electors under the general laws of the state who reside in the City District Three (3) shall be qualified to vote for the office of District Three (3).

SECTION 4. Voting by personal appearance during early voting and on election day shall be by a ballot scanning system, DRE (Direct Recording Electronic) System for curbside voting and by official paper ballot for early voting by mail and for provisional ballots. Early voting by personal appearance will be conducted at Howard County Courthouse located at 300 S. Main. Early voting will be held on weekdays beginning April 24, 2023 and ending May 2, 2023. The

early voting polling place shall be open to the public from 7:00 a.m. to 7:00 p.m. on Monday, May 1, 2023 and Tuesday, May 2, 2023 and from 8:00 a.m. to 5:00 p.m. on all other days.

SECTION 5. The polling places on election day will be at the following vote center locations:

Dorothy Garrett Coliseum 1001 Birdwell Lane	Ryan Hall 605 North Main
First Baptist Church 705 W. FM 700	Coahoma Community Center 306 North Ave. Coahoma, TX

The polling places shall be open to the public from 7:00 a.m. to 7:00 p.m.

SECTION 6. Mayor Robert H. Moore III is hereby authorized to execute and have posted notice of said election in accordance with the law.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and if any phrase, clause, sentence, paragraph or section be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, said unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **10th** day of **January, 2023**, with all members present voting "aye" for passage of same.

PASSSED AND APPROVED on second and final reading at a special meeting of the City Council on the **24th** day of **January, 2023**, with all members present voting "aye" for passage of same.

_____
Robert H. Moore, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Memorandum

Date: December 13, 2022

From: Miklos Szabo, Information Technology Manager

To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager

Re: South Mountain FCC Requirements

Recently, it was discovered that the communication tower located on South Mountain off Boykin Road is not in compliance with FCC regulation 47 U.S.C § 303(q). For this reason, the City is subject to FCC penalties because the tower exceeds 200 feet and does not have working tower lights or proper structural markings.

We have contacted LumenServe to upgrade the tower to a fully lighted tower. LumenServe will also be responsible for filing all necessary documents with the FCC for the upgrades to the tower. Lastly, LumenServe will do all necessary maintenance and repairs to all the equipment while the contract is in effect.

This is a budgeted item and staff recommends approving the contract with LumenServe for the upgrades and maintenance of the tower and for filing all necessary documents with FCC for compliance purposes.

LumenServe℠ Quote

YEAR 1 - Shown below

Customer:
City of Big Spring, TX
310 Nolan Street
Big Spring, TX 79720

Attention:
Mr. Miklos Szabo
Information Technology Manager
City of Big Spring, TX
(432) 264-2518
mszabo@mybigspring.com

Check Selected Service Type:

	- Tower Lighting as a Service®
	- Tower Lighting as a Service® $1 Buyout - Capital Lease [See (1) below]
√	- Purchase and Installation of LED Lighting System + Services
	- Purchase of Equipment
	- Other

Special Notes:
Convert existing FAA Type A1 painted towers to FAA Type E1 dual mode towers → "Never Paint Your Tower Again".
LumenServe TIPS ID#: 3795

Quote Date: 12/30/2022
Quote Expiration: 1/16/2023
Initial Term: 60 Months

			Tower Lighting as a Service®											
			LED System		Assurance Warranty		Compliance & Monitoring Services		FAA Req'd On-site Inspections		Data Plan		Total	
Site Name	ASR #	FAA Type	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo
Big Spring, TX	1065159	A1 → E1	$ 16,874.00	n/a	n/a	$ 89.00	n/a	$ 59.00	n/a	$ 79.00	*Service Not Ordered*		$ 16,874.00	$ 227.00

NON-APPROPRIATION: Funds for payment are provided through the Big Spring City Budget approved by the Commissioner's Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, the resulting Agreement is a commitment of the Customer's current revenues only. It is understood and agreed that the Customer shall have the right to terminate the Agreement at the end of any Customer fiscal year if the Customer's governing body does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the Customer's budget for the fiscal year in question. The Customer may initiate such termination by giving Company a written notice of termination at the end of its then current fiscal year.

Sub- Total:	$ 16,874.00	$ 227.00
All Services Promotinal Discount (3%):	($514.00)	($7.00)
DISCOUNTED TOTAL:	$ 16,360.00	$ 220.00
		X 12 months
YEAR 1:	$ 16,360.00	$ 2,640.00

TOTAL (YEAR 1): $ 19,000.00

Additional Terms (Check if Applicable):

n/a	(1) TLaaS® $1 Buyout - Capital Lease - Customer may purchase LED Lighting System for $1 at the end of the Initial Term, thereupon, the Lighting System asset will become the property of the Customer and other ancillary Services may be renewed annually thereafter at Customer's option.
n/a	(2) Lighting System purchase and/or installation requires 50% payment upfront and the remaining balance upon shipment or installation completion as applicable.
n/a	(3) Shipping costs are not included above and will be invoiced to Customer.
n/a	(4) Customer agrees to complete ACH Payment Form and make all payments using electronic ACH debit initiated monthly by LumenServe℠.

Our Guarantee:

LumenServe℠ guarantees you up to five (5) years of flat rate pricing, plus full upfront transparency on the rates you will pay, for as long as you are a Customer.

Upon execution by Customer and LumenServe℠, this Quote, along with the Standard Terms and Conditions, serve as a Master Agreement ("Agreement") between the parties. Additional Services under this Agreement may by procured via supplemental Quotes executed by both parties. All defined terms are utilized pursuant to the Agreement. At the end of the Initial Term, or any subsequent Renewal Term, the Customer and LumenServe℠ may mutually agree to extend the Agreement for a one-year Renewal Term at a rate equal to the previous year's rate plus 4%. **Quote does not include any applicable sales taxes, which will be included on the invoice and be the responsibility of the Customer.** Payments by credit card will incur an additional 4% fee.

Signature Below or Valid PO Indicates Acceptance of Quote and Terms and Conditions
By:
Name:
Date:

Office Use Only

LumenServe℠ Approval
By:
Name:

Our Value System

Customer Service Obsession ♦ Honesty & Integrity ♦ We Get Things Done
Efficiency Focused ♦ Grateful For Our Successes

4818 East Ben White Boulevard, #107, Austin, Texas 78741 • P: 512.580.4600

Rev 2022 10 04

LumenServe℠ Quote

YEAR 2-5 - Shown below

Customer:
City of Big Spring, TX
310 Nolan Street
Big Spring, TX 79720

Attention:
Mr. Miklos Szabo
Information Technology Manager
City of Big Spring, TX
(432) 264-2518
mszabo@mybigspring.com

Check Selected Service Type:

	- Tower Lighting as a Service®
	- Tower Lighting as a Service® $1 Buyout - Capital Lease [See (1) below]
√	- Purchase and Installation of LED Lighting System + Services
	- Purchase of Equipment
	- Other

Special Notes:

			Tower Lighting as a Service®											
			LED System		Assurance Warranty		Compliance & Monitoring Services		FAA Req'd On-site Inspections		Data Plan		Total	
Site Name	ASR #	FAA Type	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo	NRC	/mo
Big Spring, TX	1065159	A1 → E1	n/a	n/a	n/a	$ 89.00	n/a	$ 59.00	n/a	$ 79.00	*Service Not Ordered*		n/a	$ 227.00

Sub- Total:	n/a	$ 227.00
All Services Promotinal Discount (3%):	n/a	($7.00)
DISCOUNTED TOTAL:	n/a	$ 220.00
		X 12 months
Annual Amount:	n/a	$ 2,640.00

Additional Terms (Check if Applicable):

n/a	(1) TLaaS® $1 Buyout - Capital Lease - Customer may purchase LED Lighting System for $1 at the end of the Initial Term, thereupon, the Lighting System asset will become the property of the Customer and other ancillary Services may be renewed annually thereafter at Customer's option.
n/a	(2) Lighting System purchase and/or installation requires 50% payment upfront and the remaining balance upon shipment or installation completion as applicable.
n/a	(3) Shipping costs are not included above and will be invoiced to Customer.
n/a	(4) Customer agrees to complete ACH Payment Form and make all payments using electronic ACH debit initiated monthly by LumenServe℠.

Our Value System

Customer Service Obsession ♦ Honesty & Integrity ♦ We Get Things Done
Efficiency Focused ♦ Grateful For Our Successes

4818 East Ben White Boulevard, #107, Austin, Texas 78741 • P: 512.580.4600

Rev 2022 10 04

Service Descriptions
See Page 1 of Quote for Services Included with Your Order

LED Lighting Systems

LumenServe℠ utilizes Dialight LED lighting systems across all tower types, unless otherwise noted in the Quote. Current specifications and data sheets are available at the links below:

LED Obstruction – Dual Red/White Medium Intensity – L-865/L-864 – Data Sheet

LED Obstruction – Red Medium / Low Intensity – L-864/L-810 – Data Sheet

LED Obstruction – High Intensity – L-856/L-864 – Data Sheet

LED Obstruction – Integrated Network, Embedded Monitoring (INEM) – Data Sheet

LED Obstruction – Accessories

Installation is performed using LumenServe℠ Installation Guidelines and Methodology and is all inclusive of labor, mobilization, materials, expenses, and Equipment. There are no hidden costs in our Installation Services which includes the following:

- Engineering / FAA Filings
  - On-site walk
  - Lighting circular validation
  - Build package & diagram
  - FAA Form 7460 completion in coordination with Customer
- Decommission of Old Lighting System
  - Old Lighting Fixtures
  - Old Lighting Cable for Medium Intensity Systems
  - Old Lighting Equipment
- LED System (per specifications above)
  - Equipment – Controller, Beacons, L-810 Side Lights
  - Lighting cable
  - Mounts and brackets
  - Installation hardware and materials
  - Note that High Intensity LED systems assume reuse of Customer existing power cabling and conduit unless otherwise specified.
- Installation – Comprehensive installation on-ground and above-ground by OEM certified installers pursuant to LumenServe℠ Safety Manual.
- Close Out Package
  - As-Built diagram
  - Photo documentation top-to-bottom

Assurance Warranty, Maintenance and Repair

Service Descriptions
See Page 1 of Quote for Services Included with Your Order

The Assurance Warranty Service ("Assurance Warranty") is provided to the Customer at LumenServe's cost and includes ongoing maintenance and repair of the Lighting System and associated Equipment ("Maintenance and Repair") and all associated costs including, but not limited to, Equipment, materials, parts, tower climbing and other labor. This Assurance Warranty is incorporated into the Agreement, and all defined terms utilized are pursuant to the Agreement. The Assurance Warranty covers all required Maintenance and Repair resulting from outages caused by Lighting System failure, Equipment failure, weather related failures, lightning, and other causes of failure. The Assurance Warranty is not applicable to outages directly caused by the Customer, its contractors, or its tenants on the tower site that results in damage to the lighting system. Compliance & Monitoring Services, as detailed below, must be ordered by Customer, and provided by LumenServe℠, in parallel with the Assurance Warranty.

Workmanship/Safety – LumenServe℠ will ensure that that all Service provided under this Assurance Warranty will be performed in accordance with workmanship standards prevalent in the industry, and all Equipment and parts thereof, utilized to provide such services, will meet all required industry and regulatory specifications. All labor pursuant to the current LumenServe℠ Safety Manual.

During the Term of the Agreement, LumenServe℠, at its cost and expense, will (a) provide Customer the parts, materials and labor for the maintenance as specified herein; (b) ensure that the hardware and software operate substantially in accordance with the Equipment manufacturer's specifications and those required by governing Federal, state and local authority; (c) install all necessary field change orders to ensure proper Equipment operation; (d) provide the full range of Maintenance and Repairs including, but not limited to, the following:

- Repair/ Maintenance/Replacement of Lighting System
  - Beacon(s) and L-810 side markers
  - Controllers/Power supplies
  - Other lighting system equipment
  - Cable, brackets, hardware
  - Shipping costs
- System Software / Firmware Updates
- RMA Management
  - RMA tracking
  - Shipping costs
- Project Tracking and Electronic Logbook
  - Installation
  - Maintenance and Repair
  - Equipment replacement
- Customer Reporting Includes
  - Repair/Maintenance logbook
  - RMA logbook

Service Descriptions
See Page 1 of Quote for Services Included with Your Order

Compliance & Monitoring

LumenServe℠ requires that its Compliance & Monitoring Services be provided as part of all TLaaS® Agreements as it is an integral part of the Assurance Warranty Service ensuring proper visibility, status notifications, alerts, and remote diagnostics of the Lighting System to LumenServe℠. Compliance & Monitoring Service includes the following:

- Monitoring of Lighting System
  - Proactive Monitoring of Lighting System
  - Polling Every 5 Minutes
  - 24/7/365 Monitoring
  - Remote Diagnostics
  - Daily Logs, 2+ Years Storage
- FAA Compliance & Reporting
  - FAA NOTAM Reporting
  - NOTAM Tracking
  - NOTAM Resolution
  - Lighting Circular Validation
- Customer Reporting
  - NOTAM reporting to Customer
  - Quarterly Daily Logs Report, provided quarterly
  - Notification of FAA rules changes
  - Compliance events
- Installation/Repair/Maintenance of Monitoring System
  - For Customers with TLaaS®, TLaaS® with $1 Buyout, or Purchase & Installation of a Lighting System with Compliance & Monitoring Services, LumenServe will install the monitoring system Equipment. Repair and Maintenance of the Monitoring System is covered under the Assurance Warranty Service (detailed above) if included in the Services ordered by the Customer.

FAA Required On-site Inspections

LumenServe℠ provides the full suite of the FAA required on-site inspection services. Services will be tailored for your specific FAA tower style and applicable FAA Circular revision for the subject site. Services include:

- Quarterly Lighting Inspections (QLI)
  - Quarterly Inspection

  - Standards checklist
  - System Health Test per OEM specifications including cycling between day, twilight and night mode as applicable
  - QLI Report sent to Customer on a quarterly basis
  - On-site Lighting System verification
  - 7/8" Rule testing from ground

- Annual Paint Inspections
  - Annual Paint Test (Top Portion of Tower)
  - Documented in Log

- Biennial Lens Inspections
  - Biennial Lens Inspection by climb or drone
  - Biennial Lens Report with photo documentation

Data Plan

The LumenServe℠ Data Plan is a Machine to Machine (M2M) platform with options to use the best available signal from the three major carrier networks – AT&T, Verizon, and T-Mobile. The Data Plan includes:

- M2M Data Bandwidth
- Transmission Equipment
- Transmission Equipment installation
- SIM Card
- SIM Provisioning Setup and Testing
- Ancillary Antenna (If necessary, to optimize)

Standard Terms and Conditions

These Standard Terms and Conditions together with the Quote, and any subsequent or amended Quotes, taken together, constitute a MASTER AGREEMENT ("Agreement") made and entered into as of the date set forth on such Quote ("Effective Date") between the Customer, whose name and place of business is indicated on the Quote in the Customer section ("Customer"), and LumenServe, Inc., having a principal place of business at 4818 East Ben White Blvd. Suite 107, Austin, Texas 78741 ("Company").

Article 1
PRODUCTS AND SERVICES

1.1 Products. Tangible property, equipment, cabling, material, and software comprising one or more Lighting Systems installed by the Company and sold or leased to the Customer ("Products").

1.2 Services. Installation, assurance warranty, compliance, monitoring, and other services performed or provided by the Company for the Customer as described in Quote hereto ("Services").

1.3 Lighting Systems and Sites. The Quote provides a list of the installation sites and a description of the Lighting Systems ("Lighting Systems") and related Products and Services provided by the Company and the associated pricing and terms for each site.

1.4 Ownership of Equipment. Except for Products purchased by Customer as set forth in the Quote, (i) all Lighting Systems and associated Equipment (as defined in Section 4.2.1 below) will remain the sole property of the Company following installation, and the Customer will have no ownership interest in the Lighting Systems, (ii) the Company will be entitled to grant a security interest in the Lighting Systems and associated Equipment to any lender providing financing to the Company, and Customer will cooperate with the Company in perfecting any such security interest, and (iii) upon termination or expiration of this Agreement for any reason, the Company has the right to remove the Lighting Systems and associated Equipment from the tower sites.

1.5 Power. Unless otherwise provided in the Quote, the Customer is solely responsible for the provision of electric power to the tower site, and the Company is not responsible for any service outages resulting from an interruption in power supply.

1.6 Damage and Repair. The Company will repair any damage to any Lighting System leased to the Customer regardless of cause. The Customer will be responsible for any damage to the Lighting System caused by its actions or inactions and will promptly pay or reimburse the Company for any repairs necessitated by such damage. In the event of damage to the Lighting System by third parties, the Customer will cooperate with the Company in exercising any requests for reimbursement or legal remedies against such third parties if required.

Article 2
SERVICES TERM AND TERMINATION

2.1 Services Term. This Agreement will commence on the Effective Date and will remain in full force for the period identified in the Quote from the date of installation (the "Initial Term") or until terminated as provided herein. In the event that a Quote covers more than one site, the Initial Term will be measured from the date of the last site installation. The Initial Term and any Renewal Term(s) may be referred to herein collectively as the "Term".

2.2 Services Renewal.

2.2.1 Automatic Extension. The Term of this Agreement will be automatically extended for successive one-year periods (each a "Renewal Term") unless either party provides written notice of termination to the other party at least forty-five (45) days prior to the scheduled expiration of this Agreement.

2.2.2 Agreement Extension. The Term of this Agreement may be extended for a period of more than one year upon mutual agreement of the parties.

2.3 Early Termination of this Agreement.

2.3.1 By the Company. The Company may terminate this Agreement during its Term for cause if Customer fails to substantially comply with the terms of this Agreement after thirty (30) days prior written notice to Customer that describes the reason for termination and that is not cured to the Company's reasonable satisfaction within such 30-day period. Notwithstanding the foregoing, the Company reserves the right to terminate this Agreement for Customer non-payment by the stated invoice due date, if payment from for all outstanding balances is not received within ten (10) days of written notice of termination for non-payment.

2.3.2 By the Customer. The Customer may terminate this Agreement during its Term for cause if the Company fails to substantially provide the Services as warranted and such failure is not cured to the reasonable satisfaction of the Customer within 60 days after written notice to the Company that describes such failure in reasonable detail. Customer may terminate this Agreement as to all or a portion of the Lighting Systems without cause upon not less than 60 days prior written notice, subject to payment of early termination charges as described in Section 2.4 below

2.4 Early Termination Penalty. In the event that, prior to the end of Term, the Company terminates this Agreement pursuant to Section 2.3.1 above, or the Customer terminates this Agreement without cause pursuant to Section 2.3.2 above, then Customer shall pay all reasonable expenses incurred by the Company in effecting termination of Services (including costs of removal of the affected Lighting Systems owned by the Company and any third-party termination charges) and shall also pay to the Company an early termination charge equal to the number of months remaining in the Term multiplied by the monthly Recurring Charges.

2.5 Effects of Termination. Upon any termination, the Company is expressly authorized to enter the premises of the Customer where any Lighting System or related Equipment owned by the Company is located and take possession of and remove such Lighting System and related Equipment. The Customer agrees to pay the Company the replacement value of such Lighting System or Equipment if Company is not permitted by Customer to recovered Equipment in accordance with this Section 2.5.

2.6 Survival. In the event of any termination or expiration of this Agreement, Articles 7, 8, 9, 10, and 11 hereof shall survive and continue in effect.

Article 3
FEES AND PAYMENT TERMS

3.1 Payments. All payments are in U.S. Dollars. The charges for the Products and/or Services under the Agreement are categorized as "Product Charges", "Recurring Charges" or "Non-Recurring Charges". The Company will invoice Customer monthly for Recurring Charges. The Company will invoice Customer for Non-Recurring Charges as they are incurred. Customer's first and last invoices may include prorated charges. For Services, the Company will invoice the Customer monthly in advance for Services being provided. Promotional pricing and terms or other pricing commitments contained in the Quote will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with the Company's then-current standard pricing. For Products purchased by Customer, Customer agrees to pay an up-front Product Charge, if any, as stated in Quote and any remaining amounts as invoiced by the Company. Customer agrees to pay each invoice in full within 30 days of the invoice date.

3.2 Late Payment Fees. Any overdue payments will bear a "Late Payment Fee" of one and a half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower, from the original payment due date until paid in full. Customer is also responsible for all other costs and legal fees incurred in collecting unpaid amounts, unless otherwise ordered by a court in any action to collect those unpaid amounts. The Company reserves the right to assess a fee for any check returned for insufficient funds, which fee shall be the lesser of $30 or the maximum rate allowed by law.

3.3 Invoice Dispute. To dispute the amount or accuracy of any invoice, Customer must notify the Company in writing no later than the due date of the invoice detailing the disputed charges. The Company will not issue a credit for any charges not disputed in writing prior to the invoice due date. Notwithstanding any provision to the contrary herein contained, no payment due under the Agreement, whether disputed or undisputed, is subject to withholding, reduction, set-off or adjustment by any nature by the Customer.

3.4 Taxes and Fees. The pricing terms set forth in Quote may not include all applicable federal, state and local taxes or regulatory fees, assessments and surcharges ("Taxes and Fees"), all of which are the responsibility of the Customer. Taxes and Fees are subject to change without notice during the Term of the Agreement. If Customer fails to pay any such Taxes and Fees

when due, the Company reserves the right to make such payments or like charges, together with all penalties and interest which may have been added because of Customer's delinquency or default, and Customer will promptly reimburse the Company for any amounts so paid.

3.5 Additional Customer Responsibilities. In addition to Customer's other responsibilities under the Agreement, Customer agrees that Customer and anyone using the Services will: (i) not resell the Services to any third party; (ii) comply with all federal, state, and local laws, rules, regulations, tariffs, and orders of courts of competent jurisdiction that apply to the Products, Services or this Agreement ("Applicable Laws"); (iii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to the computers, services or other equipment related to the Services; (iv) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through Customer's facilities, equipment or Service Address; and (v) authorize and identify to the Company in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including, all requests for moves, additions, deletions or changes to the Services).

3.6 Lawful Payments. It is understood and agreed that the payments to be made under this Agreement are payable only out of current designated and lawfully appropriated funds of the Customer.

Article 4
SERVICES TO BE PERFORMED BY THE COMPANY

4.1 Service Period. The Company will provide to Customer the Services identified in Quote during the Term or until such earlier date on which this Agreement is terminated in accordance with the termination provisions contained herein.

4.2 Equipment.

4.2.1 Equipment. "Equipment" means all the Lighting Systems, equipment, structures, enclosures, cabling, hardware and software owned by the Company to enable the provision of Services to the Customer.

4.2.2 Technology. To provide the Services, the Company reserves the right to select in its sole discretion the Equipment required to deliver the Services unless otherwise specified in the Quote. The Company also may change the manner in which the Services are provisioned at any time without notice, provided such change does not adversely affect the quality and/or functionality of the Services. The Company will replace at no charge to Customer any Equipment that does not perform to the specifications herein, unless the Company determines, in its sole discretion that the Equipment failure was a direct or indirect result from the Customer's acts or omissions.

4.2.3 Use and Care. Customer agrees to comply with all instructions and requirements regarding the use and/or care of the Equipment, and take reasonable measures to protect the Equipment at all times. Customer further agrees to pay the Company the replacement value of any Equipment that is lost, stolen or damaged as a result of the Customer's act or omission.

4.3 License Grant. Customer grants to the Company an exclusive, non-revocable license ("License") to use those parcels of real property at the Customer locations that the Company deems necessary to install, operate and maintain the Equipment in order to provide the Services. Equipment is limited to the equipment necessary to provide the Services to the Customer as specified in this Agreement and any Customer issued Purchase Orders. Notwithstanding any other provision of this Agreement, it is expressly understood that all rights granted to the Company under this License are continuous, ongoing and irrevocable for so long as Customer owns or leases such real property, but only to the extent permitted by law. The Company is authorized to use the Equipment and real property for any activity in connection with the provision of Services.

4.4 Equipment Installation. The Company may be required to install Equipment at the Customer's premises, which Equipment will remain the Company's sole property at all times and will not be considered Customer equipment except to the extent set forth in Quote or as otherwise agreed in writing between the parties. In the event any Equipment (or any portion thereof) is or becomes physically affixed or attached in any manner to real estate at the Customer premises, in no event will the Equipment be deemed to constitute a "fixture" of such real estate but rather will remain personal property at all times. At the request of the Company, the Customer will furnish a appropriate waiver with respect to the Equipment from any person claiming an interest in any personal or real property where the Equipment is located.

4.5 Service Installation Date. The "Service Installation Date" is the date that the Company first provides the Services to the Customer.

4.6 Customer Acceptance. The Customer acceptance date will be the Service Installation Date of the Services.

4.7 Method of Performing Services. The Company and its personnel will determine the method, details, and means of performing the work to be carried out for the Customer. The Customer shall have no right to, control the manner or determine the method of accomplishing such work. Customer may, however, require Company personnel to observe the security and safety policies of Customer.

4.8 Change Orders. To initiate a change order, a revised Quote shall be signed by the Customer in order to modify, reduce, or increase the Products and/or Services to be provided. The Customer will be responsible for the cost of moving any Equipment necessitated by any change order. All necessary and reasonable expenses related to the change order will be the responsibility of the Customer.

4.9 Scheduling. The Company will try to accommodate scheduling requests of the Customer to the extent possible.

Article 5
SERVICES CUSTOMER OBLIGATIONS

5.1 Access to the Services. Customer agrees to monitor the use of the Services to prevent inappropriate use, and to maintain and prevent unauthorized access to confidential information, including the confidentiality of any passwords and account information required for access to Services. Customer will promptly notify the Company of any unauthorized or inappropriate use of the Services or Equipment including breach of security, or other damage, loss or theft.

5.2 Information Access. Customer agrees to provide all information, access and support reasonably required for timely installation and proper use of the Services. Customer further agrees to assist the Company in securing all necessary licenses, permits, and consents for installation of Equipment as necessary to provide the Services. Customer is responsible for locating pre-existing facilities of other providers, such as utilities and underground facilities, including the cost for such location, in addition to those listed in the Quote.

5.3 Lawful Use. Customer agrees: (1) that Services may be used solely by those entities listed in the Quote as being eligible to participate with Customer in obtaining the Services; (2) not to provide the Services to non-eligible third parties whether by lease, rental, transfer, assignment, sale, sublicense, or any other means, including commercial time-sharing, rental, or service bureau use; (3) not to use the Services for any purpose that is unlawful or that is not contemplated or prohibited by this Agreement; and (4) to abide by all applicable local, state, laws and regulations, tariffs and orders of courts of competent jurisdiction that apply to the services.

5.4 Alterations, Additions or Improvements. Customer will not make any alterations, additions or improvements to the Equipment or remove Equipment from a service location without the Company's prior written consent. Customer shall not engage in any activity or construct any new structure which may interfere mechanically, electrically or operationally with the Equipment.

Article 6
PRODUCT SALES

6.1 Product Delivery. For Products sold to the Customer, the Company will deliver to Customer the Products and quantities as listed in the Quote. Upon delivery of the described Products to the Customer's location(s), Customer will bear solely the risk of loss regardless of any breach by the Company of any provisions hereof.

6.2 Product Installation. As provided in the Quote, the Company may provide for the installation of Products as required and will determine the method, details and means of performing the work to be carried out for Customer. Customer shall have no right to control the manner or determine the method of accomplishing such work. Customer may, however, require the Company's personnel to observe the security and safety policies of Customer. The Company will coordinate with the Customer to establish a reasonable installation plan. Installations done outside normal company hours may result in additional costs for the Customer.

6.3 Use of Subcontractors. Customer acknowledges that the Company may install the Products using subcontractors, and that the Company reserves the right to substitute such subcontractors with others, in its sole discretion.

6.4 Product Installation Customer Obligations. For indoor installations, the Customer agrees to provide, at no cost to the Company, a clean, dry, and temperature-controlled place for installing the Products, all-electrical outlets and power hookups, and any related facilities as specified by the Company. The Customer also agrees to pay for all extra or additional work performed and additional materials furnished in accordance with a change order.

6.5 Return of Products Sold. Return of Products sold to Customer is only allowable in accordance with the Product manufacturer's warranty provisions.

6.6 Removal of Products. If the Customer has failed to pay the agreed purchase for any Product and such payment is past due for 30 days or more after written notice to the Customer, the Customer will grant full access to the Company to remove such Products and take possession of all or part of such Products, and Customer will hold the Company harmless for taking such actions. Customer will be liable for the all cost associated with removal of the Products. Removal of the Products does not relieve Customer of its obligations under this Agreement.

Article 7
WARRANTIES

7.1 Product Warranties. The Company represents and warrants Products sold to Customer solely in accordance with the Product manufacturer's warranty.

7.2 Services Warranties. The Company represents and warrants that its Lighting Systems are engineered and installed, and the Company's operations procedures are designed and implemented, to provide the Services in accordance with prevailing industry standards for similar services, and that the Company will make commercially reasonable efforts to provide the Services in conformance with such standards. This warranty will apply solely to access to the Services, and will not apply to any outage, loss or damage (1) caused by factors outside of the Company's reasonable control; (2) resulting from any action or omission of the Customer or any third party; (3) resulting from scheduled maintenance or required repairs; or (4) resulting from equipment or any other item not provided by the Company. Any liability on the part of the Company for a breach of this warranty is strictly limited by Article 10.

7.3 Warranties Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, THE COMPANY PROVIDES PRODUCTS AND/OR SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE PRODUCTS AND SERVICES IS AT ITS OWN RISK. THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE PRODUCT AND/OR SERVICES WILL BE CORRECTED. THE PARTIES AGREE THAT ALL LIABILITY FOR A BREACH OF WARRANTY BY THE COMPANY IS STRICTLY LIMITED TO THOSE DESCRIBED IN THE PRODUCT MANUFACTURERS WARRANTY AND SECTION 10 BELOW. THE COMPANY DOES NOT REPRESENT THAT PRODUCTS AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES THESE CONTAIN.

7.4 Customer Warranties. Customer represents, covenants and warrants that (1) Customer is a fully constituted entity, agency, political subdivision, or public corporation of the state in which it is located; (2) this Agreement has been executed on behalf of Customer by persons who are duly authorized officers thereof; (3) this Agreement constitutes the legal, valid, and binding obligation of Customer enforceable in accordance with its terms; (4) Customer has complied with all public bidding, notice and hearing requirements where applicable, and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (5) Customer reasonably believes that funds can be obtained sufficient to make all payments during the Term; (6) the officer of Customer responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved.

Article 8
INTELLECTUAL PROPERTY RIGHTS

8.1 Confidentiality. Each party shall maintain in strict confidence and shall use and disclose only as authorized by each party, all information of a competitively sensitive or proprietary nature that it receives in connection with the Agreement. Each party shall require its personnel to agree to do likewise. Each party shall take reasonable steps to identify any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (1) information generally available to the public not due to the fault of the receiving party; (2) information released generally without restriction; (3) information independently developed or acquired; or (4) information approved for the use and disclosure without restriction. Notwithstanding the foregoing restrictions, Each party and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it or them to protect their interest in this Agreement, but in each case only after the other party has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

8.2 The Company Prior Developed Materials. The Customer acknowledges that the Products, Services and operations procedures may, in whole or in part, be created using the Company's prior acquired knowledge and expertise. This may include, but not be limited to, prior developed intellectual property including copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by the Company of which the Company will continue to own and have unrestricted right to continue to use.

8.3 Ownership of Work Product. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Company or its personnel during the course of delivering Products and/or performing Services (collectively, the "Work Product") shall belong exclusively to the Company.

8.4 Residual Rights of Personnel. Notwithstanding anything to the contrary herein, The Company and its personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of the Customer and without any unauthorized use or disclosure of Work Product.

Article 9
HIRING OF THE COMPANY'S PERSONNEL

9.1 Hiring Company's Personnel. The Customer acknowledges that the Company provides a valuable service by identifying and assigning personnel for the Customer's work. Customer further acknowledges that the Customer would receive substantial additional value, and the Company would be deprived of the benefits of its work force, if Customer were to hire, directly or through an agent, any of the Company's personnel. Without the prior written consent of the Company, the Customer shall not recruit or hire any personnel of the Company who are or have been assigned to perform work on behalf of the Customer.

Article 10
LIMITATIONS

10.1 Limitations. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COMPANY'S LIABILITY TO THE CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONAT CHARGE TO THE CUSTOMER FOR THE AFFECTED SERVICES OR EQUIPMENT FOR THE PERIOD DURING WHICH THE ERROR, OMISSION, INTERUPTION OR DEFECT OCCURED. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations listed in this Section fully apply only to the extent permitted by law. Except as expressly provided herein, in no event will the Company be liable for any consequential, punitive or other damages under the Agreement, it being agreed that the Company's liability will be limited to the amounts actually received by it under the Agreement.

10.2 Indemnification. The Customer shall indemnify, defend, and hold harmless the Company, its parent, subsidiaries and affiliates, and the foregoing entities' respective officers, directors, employees, heirs, successors and assigns (collectively, the "Company Indemnified Parties") from and against all claims, actions, liabilities, losses, damages, costs, and expenses to the extent caused by or arising out of (1) the Customer's violation or infringement of the intellectual rights (including, but not limited to, patents, copyrights, trademarks, and trade secrets) of any third party; (2) the Customer's breach or violation of any Applicable Laws in connection with the performance or non-performance of its obligations under the Agreement; and/or (3) the negligence, gross negligence, or willful or intentional misconduct of the Customer (including, but not limited to, its employees, subcontractors, agents, and representatives) in the performance or non-performance of its obligations under the Agreement.

10.3 Binding Arbitration. All controversies, disputes, or claims between the parties or any of their respective officers, directors, agents, employees and attorneys, arising from or relating to this Agreement shall on demand of either party be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim, which is not submitted or filed in such proceeding, shall be barred. The arbitration proceedings shall be conducted in Austin, Texas and conducted in accordance with the commercial arbitration rules of the AAA in effect on the date of this Agreement, except as modified by this Agreement. Three arbitrators shall be used. Each party shall have the right to select one arbitrator from a panel provided by the AAA and those two arbitrators will then select a third arbitrator, also from the AAA panel. The parties shall be entitled to limited discovery at the discretion of the arbitrators who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated, or class-wide basis. The arbitrators shall have the right to award the relief, as they deem proper, consistent with this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrators shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act. The provisions of this Section 10.3 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

Article 11
GENERAL PROVISIONS

11.1 Notices. Any notices or other communications required or permitted under this Agreement shall be in writing and deemed to have been duly given and delivered when delivered in person, by electronic communication as long as this communication provides the required documentation with written signature, three (3) days after being mailed postage prepaid by certified or registered mail with return receipt requested, or when delivered by overnight delivery service or by facsimile to the recipient at the following address or facsimile number, or to such other address or facsimile number as to which the other party subsequently shall have been notified in writing by such recipient:

If to the Company:

LumenServe, Inc.
4818 East Ben White Blvd., Suite 107
Austin, Texas 78741

If to the Customer:

Customer Name and Address in Quote

11.2 No Discrimination. The Company agrees that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner prohibited by the laws of the United States.

11.3 Insurance. To the extent that Company personnel install Equipment at the Customer's premises, Customer shall maintain "all risk" property insurance to include Fire, Theft, Vandalism, Windstorm, Hurricane and Hail, as well as comprehensive general liability insurance, including broad form property damage. Property limits should be equivalent to the value of the Equipment or as otherwise requested. Any loss or damage of the tower site not caused by the Company will not affect the Customer's obligations under the Agreement.

11.4 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of the Services and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

11.5 Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

11.6 Binding Agreement. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties.

11.7 Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted the parties herein are cumulative and the waiver by a party of any single remedy shall not constitute a waiver of such party's right to assert all other legal remedies available to him or it under the circumstances.

11.8 Assignment. Except as expressly provided herein, the rights, obligations and duties of the parties hereunder may not be assigned or delegated without the other party's prior written consent, except that the Company may assign this Agreement to an affiliate or to a successor to its business.

11.9 Conflicting Terms. If there is a conflict among the terms in these Standard Terms and Conditions and Quote or any subsequent amended Quote, the terms of Quote or such subsequent amended Quote shall control.

11.10 Force Majeure. The Company shall not be liable to Customer for any failure or delay caused by events beyond the Company's control, including, without limitation, the Customer's failure to furnish necessary information, acts of God, sabotage, failures or delays in transportation or communication, failures or substitutions of Products, labor disputes, accidents, shortages of labor, fuel, raw materials or Products, or technical failures.

11.11 Assumptions and Contingencies. The Company is relieved of its obligation to provide the Products and/or Services if certain preconditions to installation which are outside the control of the Company do not occur. Examples of such preconditions include the issuance of all applicable permits and other regulatory approvals under terms and conditions acceptable to the Company, and the execution of any necessary contracts with third parties under terms and conditions acceptable to the Company. If such preconditions do not occur, the Company will either renegotiate in good faith with the Customer or offer to terminate this Agreement with no termination penalties for either party.

11.12 The Company's obligation to perform under this Agreement are based and contingent on the following pre-conditions list including, but not limited to:

- Obtaining the necessary permits and licenses.
- Acquiring the necessary ground rights and land contracts.
- Obtaining required third party contracts.
- Signing of all required consents of all governmental entities
- Receipt of satisfactory credit check(s) regarding the Customer

11.13 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

11.14 Use of Customers Name. Upon receipt of Customer's prior approval (not to be unreasonably withheld), the Company may use Customer's name as a customer, including a general description of the services provided, in its proposals, quotes, client lists, case studies, and in other promotional information, including but not limited to press releases, white papers, brochures, reports, letters, and any electronic media including, but not limited to, e-mail or Web pages.

11.15 Captions and Section Headings. The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

Article 12
NON-WAVIER OF GOVERNMENTAL IMMUNITY

12.1.1 Non-Wavier of Governmental Immunity

(a) The 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; Subchapter I, 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 Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

January 11, 2023

Mr. Danny Barrett
Director
Texas Communities Group LLC.
P.O. Box 792
Lubbock, TX 79408
e-mail: danny@texascg.com

Re: Extension of Agreement with the City of Big Spring

Dear Mr. Barrett:

During the January 10, 2023 City Council meeting, the Council unanimously voted to extend the agreement between City of Big Spring and Texas Communities Group, LLC through September 30, 2023. This is our official notice to you that we extend the agreement.

Thank you.

Sincerely,

Robert H. Moore, III, Mayor

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made by and between the City of Big Spring, a Texas Home Rule municipal corporation ("CITY") and Jacob Martin, LLC, ("ENGINEER").

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **ARP-EDA Airpark Water and Sewer Improvements**.

WHEREAS, ENGINEER warrants that it is qualified and competent to render the aforesaid services, and holds and will continue to hold at all times pertinent to this Agreement, the license or licenses as required by law to perform this Agreement;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Client, the parties agree to the following:

I. Scope of Services

ENGINEER agrees to provide all of the professional engineering services described in Exhibit A attached hereto, and by this reference made a part hereof, shall conform to those specifications set forth in the Scope of Services, attached as **Exhibit A**, incorporated herein by reference as if set forth herein in full. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between the Exhibits and this Agreement, the terms of this Agreement shall govern.

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent consultant and not as officers, employees or agents of CITY.

ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with CITY.

II. Compensation to ENGINEER

A. The fees for furnishing services under this Agreement shall be as described in **Exhibit A** and based on the Fee Schedule which is described in **Exhibit A** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement.

B. ENGINEER will submit monthly billings based upon the amount of work completed during the specified period. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work completed to date of billing.

III. Project Schedule

The Project schedule shall be determined by mutual agreement by CITY and ENGINEER. ENGINEER will confer with representatives of CITY to take such steps as necessary to keep the Project on schedule. CITY'S representative for purposes of this Agreement shall be the City

Manager or his designee. ENGINEER will begin work on the Project within five (5) days after receipt of written notification to proceed from CITY.

IV. Ownership of Documents

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work of itself and of subcontractors ("Work Product") arising out of or resulting from the particular and defined services that will be provided hereunder, will be the sole and exclusive property of CITY and are deemed "Works Made for Hire." ENGINEER agrees to and does hereby assign the same to CITY. ENGINEER will enter into any and all necessary documents to effect such assignment to CITY. ENGINEER shall maintain originals or copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by CITY on any other projects or for any purposes other than those stated in this Agreement. Reuse of Work Product by CITY without ENGINEER's specific written authorization, verification and adaption will be at CITY's risk and without any liability on behalf of ENGINEER.

Work Product shall not be subject to copyright or proprietary claim of ENGINEER.

CITY may, at its election, require ENGINEER to return Work Product to CITY prior to or at the conclusion of retention period, as defined elsewhere in this agreement, and in any case to do so within thirty (30) days of the CITY's request.

If, at the end of the said retention period, there is litigation or other questions arising from, involving or concerning Work Product or the Project, ENGINEER shall retain the records until the resolution of such litigation or other such questions.

ENGINEER shall notify City immediately upon receiving requests for Work Product from a third party. ENGINEER understands and agrees that CITY will process and handle all such requests.

V. Confidentiality

ENGINEER agrees neither it nor its employees, subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors and agents solely and exclusively in connection with the performance of the Project.

VI. Records License and Retention

ENGINEER agrees that CITY or its duly authorized representatives will, until the expiration of four (4) years after final payment under this Agreement ("the retention period") have access to and the right to examine, audit, and copy Work Product, pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which

books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII. Taxes

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII. Material and Equipment

ENGINEER shall furnish at ENGINEER's own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX. Amendment

If ENGINEER is requested in writing by CITY to provide any optional, additional or out of scope services, ENGINEER and CITY will agree in writing as to the nature of such services and to a price for such services before any work is started.

X. Indemnification

ENGINEER shall indemnify and save harmless CITY and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of ENGINEER or its agents or employees, in the execution or performance of this contract.

XI. Insurance

ENGINEER will provide insurance coverage in accordance with CITY's insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of $1,000,000.00 per claim.

XII. Applicable Law

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII. Termination

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven (7) days prior written notice. Upon receipt of notice of termination, ENGINEER

will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XIV. Nonconformity

In the event CITY finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given ten (10) days after receipt of written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days ENGINEER has failed to make any Work Product conform to the Scope of Work, CITY may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination CITY will only owe for work done prior to termination and accepted by CITY. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XV. Excusable Delays

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI. Notices

ENGINEER's address for notice under this Agreement is as follows:

Kirt Harle, P.E., Vice President
Jacob Martin
3465 Curry Lane
Abilene, TX 79606

CITY'S address for notice under this Agreement is as follows:

Todd Darden, City Manager
City of Big Spring
310 Nolan St.
Big Spring, TX 79720

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail, or overnight delivery, to the address stated in this Agreement, or by hand-delivery to the person named in this paragraph representing the respective party.

XVII. Contingency

All obligations of CITY are expressly contingent upon appropriation by the City Council of the City of Big Spring of sufficient, reasonably available funds.

XVIII. Assigned Personnel

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to CITY, as is evidenced in writing.

XIX. Standard of Care

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX. Accessibility—Texas Accessibility Standards

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this Agreement. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans with Disability Act, as amended.

XXI. Modifications

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII. Third Party Obligations

CITY and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither CITY nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII. Assignment

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

XXIV. Choice of Law, Forum, and Venue

The law of the State of Texas shall govern this Agreement. The parties consent and submit to the personal jurisdiction of the courts of the State of Texas. Any litigation or other legal proceedings arising out of this Agreement shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Venue for any cause of action shall be in Howard County, Texas.

XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXVI. Severability

In the event any invalid provision herein contained is held to be invalid by any court of competent jurisdiction, and such was not a controlling or material inducement to the making of this Agreement, the invalid provision shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder.

XXVII. Integrated Agreement

The parties intend this statement of their Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement.

XXVIII. Non-Waiver of Governmental Immunity

(a) The 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; Subchapter I, 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 Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the Parties signs.

EXECUTED and AGREED to as of the dates indicated below:

ENGINEER:

JACOB MARTIN, LLC

_____
Kirt Harle, P.E., Vice President

Date: _____

Attest:

_____
Will Dugger, Vice President

CITY:

THE CITY OF BIG SPRING, TEXAS

_____
Todd Darden, City Manager

Date: _____

Attest:

_____
Tami L. Davis, Assistant City Secretary

APPROVED AS TO FORM ONLY:

_____
Andrew W. Hagen, City Attorney

CERTIFICATE OF INSURANCE REQUIREMENTS
CITY OF BIG SPRING, TEXAS

1. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by ENGINEER for the purpose of complying with this Agreement.

1.1. Satisfactory Companies
Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

1.2. Named Insureds & Loss Payable Endorsements
All insurance policies required herein shall be drawn in the name of ENGINEER, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

1.3. Waiver of Subrogation
ENGINEER shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

1.4. Certificates of Insurance
At or before the time of execution of this Agreement, ENGINEER shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change in the policy, of insurance. In addition, ENGINEER and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

1.5. Engineer's Liability
The procurement of such policy of insurance shall not be construed to be a limitation upon ENGINEER's liability or as a full performance on its part of

the indemnification provisions of this Agreement. ENGINEER's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of ENGINEER to maintain adequate coverage shall not relieve ENGINEER of any contractual responsibility or obligation.

2. Types and Amounts of Insurance Required

ENGINEER shall obtain and continuously maintain in full effect at all times during the term hereof, at ENGINEER's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.1 Commercial General Liability
This policy shall be a comprehensive occurrence-type policy and shall protect the ENGINEER and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the ENGINEER's employees) and damage to property of the City or others arising out of the act of omission of the ENGINEER or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by ENGINEER under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment).

Coverage shall be as follows:

$ 2,000,000.00 General Aggregate

$ 1,000,000.00 Each Occurrence

2.2 Automobile Liability
This coverage shall protect ENGINEER and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by ENGINEER and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

$ 1,000,000.00 Combined Single Limit

2.3 Umbrella Liability

$ 2,000,000.00 Each Occurrence

$ 2,000,000.00 Aggregate

2.4 Workers' Compensation Coverage:

State statutory limits

2.5 Professional Liability

$ 1,000,000.00 Per Claim

EXHIBIT A

SCOPE OF WORK

Jacob & Martin, LLC. (ENGINEER) will provide the following project-related engineering services to the City of Big Spring (CITY) for the following project:

The project scope includes engineering services for design and construction review for water and sewer improvements located in the City's Airpark which serves as the City's business park. The project is funded through the American Rescue Plan (ARP) administered by the Economic Development Administration (EDA). The project includes the following infrastructure improvements:

- 12" water line loop generally located along Interstate 20, Hwy 87 (Port-to-Plains Corridor) and Frazier Road.
- 10" water line extending across Hwy 87.
- 10" gravity sewer line along Interstate 20.
- Lift station located near the intersection of Interstate 20 with Hwy 87.
- 6" force main from the new lift station to an existing lift station located in the Airpark

Basic Engineering Services

A – Preliminary Engineering Phase

1. Provide topographic surveying for area within the planned scope of work to determine optimum routing of proposed infrastructure improvements.
2. Assist grant administrator, Permian Basin Regional Planning Commission, with preparation of environmental clearance documents.
3. Provide legal surveying and right of way acquisition assistance for utility easements. Engineer will provide the services of landman for negotiation of easements, if necessary.

B – Design Phase

1. Prepare detailed specifications, contract drawings and plans for bidding and constructing water and sewer improvements.
2. Assist City with TXDOT permitting as required.
3. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
4. Furnish Bidding Documents to City for legal review.
5. Finalize Contract Documents incorporating City's comments.

C – Bidding Phase

1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting (if requested by City)
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the City for award of Contract.

5. Assist in the preparation of executed Contract Documents for the construction of the project.

D – Construction Phase

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
4. Review submittals Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
8. Review contract drawings with the assistance of Owner and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.

Additional Construction Phase Engineering Services

- Provide topographic, legal and construction surveying.
- Provide materials testing for density control at lift station and along utility improvements.
- Provide resident project representative (RPR), if requested by the City.
- Miscellaneous reimbursable engineering expenses.

Exclusion

The parties are aware that the City of Big Spring was awarded the grant through the EDA. The EDA grant rules put certain requirements on this Agreement.

Notwithstanding any other term or provision in this Agreement, specifically excluded from the Scope of Work is any work performed by ENGINEER prior to this Agreement being executed. As part of this exclusion, any work performed by ENGINEER for the Preliminary Engineering Report (PER) is excluded from the Scope of Work.

The parties agree that no EDA funds will be used to pay for any work of ENGINEER on this project except that which is included in this Scope of Work. The City of Big Spring will not compensate ENGINEER for any work on this project that is not included in the Scope of Work.

Any future Expanded Scope of this Agreement will not alter or amend this Exclusion.

"EXHIBIT A"

COMPENSATION PAYMENT SCHEDULE

Compensation for the services as part of the Preliminary Engineering Phase of the project as described above shall be at a time and expense basis per the attached rate schedule with not to exceeds as follows:

- Topographic surveying: not to exceed $40,000.00
- Environmental clearance assistance: not to exceed $10,000.00
- Legal surveying and easement acquisition: not to exceed $15,000.00
- Miscellaneous reimbursable engineering expenses: not to exceed 5,000.00

Compensation for the Design, Bidding and Construction Phases as described in the Scope of Services shall be at a lump sum price of $268,000.00. 60% ($160,800) of the lump sum fee shall be invoiced at the completion of the design and approval of the construction drawings by the City. 10% ($26,800) of the lump sum fee shall be invoiced after award of the contracts by the City. 20% ($53,600.00) shall be invoiced on a monthly basis as the project progresses through construction. The final 10% ($26,800) shall be invoiced after final completion and closeout of the project.

Compensation for Additional Construction Engineering Services as described above shall be at a time and expense basis per the attached rate schedule with not to exceeds as follows:

- Surveying: Not to Exceed of $20,000.00
- Materials Testing: Not to Exceed of $10,000.00
- Resident Project Representative: Not to Exceed $75,000.00

Fees do not include any required outside review, inspection, or filing fees. Time and expense items including mileage, vehicle, lodging, meal and other incidentals will be charged at the standard rates attached.

Expanded Scope

If the CITY decides to expand the scope of the project following completion of the design phase the ENGINEER and CITY shall execute an amendment to this agreement which defines the expanded scope and associated additional ENGINEER's design fee for the expanded scope.

"EXHIBIT A"

CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES

STATE OF TEXAS §
§
COUNTY OF HOWARD §

THIS CONTRACT is made and entered into by and between the **CITY OF BIG SPRING, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide specific legal services provided herein and enforce the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the City to take legal enforcement action; representing the City in any dispute or legal challenge to authority to collect such court fees and fines; defending the City in litigation or challenges of its collection authority; and representing the City in collection interests in bankruptcy matters as determined by MVBA or the City. The City further authorizes MVBA to execute all legal documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of fines and fees that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium.

III.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, weekly, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected. The City shall be responsible for the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.

2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.

3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The City shall pay to MVBA said compensation on a monthly basis by check.

VI.

The City recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City ("case or defendant information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential case or defendant information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use case or defendant information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain case and defendant information. These aggregate statistics are owned solely by MVBA and will generally be used internally, but may be shared with MVBA's affiliates, partners or other third parties for purposes of improving MVBA's software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is **five years, beginning on the first day of the month following the execution of this contract by both parties,** and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract, at least, sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

Interlocal Agreement

MVBA agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter joint purchasing interlocal cooperation agreement(s) with the City.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: John O'Connell
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the following address:

City of Big Spring, Texas
Attention: City Manager
310 Nolan St
Big Spring, Texas 79720

IX.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Howard County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this Contract, and 2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake the performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2023.

CITY OF BIG SPRING, TEXAS

_____,
Mayor

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

_____
John O'Connell
Shareholder

CONTRACT FOR THE COLLECTION
OF
DELINQUENT ACCOUNTS RECEIVABLE

STATE OF TEXAS §
§
COUNTY OF HOWARD §

THIS CONTRACT is made and entered into by and between the **CITY OF BIG SPRING, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP**.

I.

The City agrees to retain and does hereby retain **MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP** to provide services related to the collection of delinquent accounts receivable, including, but not limited to, delinquent utility bills; emergency medical services; and the cost incurred by the City or authorized by the City Code to be imposed by the City to bring any property into compliance with the City Code including, assessments for the mowing of vacant lots, removal of trash and debris from vacant lots, demolition of substandard structures and abatement of other nuisances by the City ("Delinquent Accounts Receivable") pursuant to the terms and conditions described herein. MVBA, LLC may use its dba, Accounts Receivable Collections Group, on collection notices and telephone commications with debtors. The City authorizes MVBA, LLC to execute all documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of delinquent accounts receivable that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding delinquent accounts receivable and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract Delinquent Accounts Receivable shall be considered delinquent and referred to MVBA, LLC when not timely paid in accordance with any applicable contract, ordinance or statute providing for the payment of the underlying debt.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA, LLC with copies of, or access to, the information and documentation necessary to collect the Delinquent Accounts Receivable that are subject to this contract. The City shall furnish the information to MVBA, LLC by electronic transmission, magnetic medium.

III.

MVBA, LLC shall forward to the City copies of any correspondence regarding a disputed debt received from a debtor and the request for verification of the debt. The City will provide to MVBA, LLC within ten (10) days of the receipt for the request for verification of the debt, copies of all records which will verify the debt which in turn will be forwarded to the debtor by MVBA, LLC. All collection activity will be suspended on any disputed debt until the appropriate verification of the debt is delivered to the debtor.

IV.

Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to make a recommendation to the City to take legal action to collect a Delinquent Accounts Receivable or represent the City in any dispute or challenge of its collection authority. Upon consultation and agreement by both parties hereto, MVBA, LLC may employ an attorney, at its expense, to institute civil legal proceedings on behalf of the City, including seeking writs of execution to collect Delinquent Accounts Receivable. The City shall pay in advance of the initiation of any writ of execution or collection lawsuit any filing fees charged by the Court or Clerk of the Court in which the writ of execution is to be issued or the collection lawsuit is to be filed including the costs for service of citation. MVBA, LLC may also, after consultation and agreement by both parties, employ an attorney, at its expense, file proofs of claims in the United States Bankruptcy Court on behalf of the City for Delinquent Accounts Receivable.

V.

MVBA, LLC shall forward all cashier checks or money order payments made payable to the City and any correspondence from debtor directly to the City. Cashier checks or money order payments made payable to MVBA, LLC will be deposited daily into the MVBA, LLC Trust Account. MVBA, LLC may also collect the amount due from the debtor by credit card or electronic draft which is deposited directly into the MVBA, LLC Trust Account. MVBA, LLC may set up payment arrangements and accept partial payments on any delinquent accounts receivable. MVBA, LLC shall remit to the City all payments received into the MVBA, LLC Trust Account weekly, along with an invoice detailing the account number, name of debtor, amount paid to MVBA, LLC or City, MVBA, LLC fee percentage and fees earned for each account.

VI.

MVBA, LLC shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA, LLC's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, LLC, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

VII.

For the collection of Delinquent Accounts Receivable in which the data files are transmitted to MVBA, LLC by electronic media, the City agrees to pay to MVBA, LLC as compensation for services provided, pursuant to this contract, a fee of twenty percent (20%) of the amount of the Delinquent Accounts Receivable collected.

All compensation shall become the property of MVBA, LLC at the time of payment. The City shall pay to MVBA, LLC said compensation on a monthly basis by check or ACH.

VIII.

The City recognizes and acknowledges that MVBA, LLC owns all right, title and interest in certain proprietary software that MVBA, LLC may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA, LLC the right to use and incorporate any information provided by the City ("account or debtor information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA, LLC agrees that it will not share or disclose any specific confidential account or debtor information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA, LLC shall have the right to use account or debtor information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain account or debtor information. These aggregate statistics are owned solely by MVBA, LLC and will generally be used internally, but may be shared with MVBA, LLC's affiliates, partners or other third parties for purposes of improving MVBA, LLC's software and services.

MVBA, LLC and the City agrees that collection activity will not continue or commence on any accounts that are time-barred by the four-year statute of limitations in accordance with Section 16.004(a)(3) of the Texas Civil Practice and Remedies Code. MVBA, LLC and the City agree that the time-barred accounts will be returned to the City. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

MVBA, LLC reserves the right to return to the City all accounts not collected within one (1) year of referral by the City or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IX.

The initial term of this contract is **five years, beginning on the first day of the month following the execution of this contract by both parties,** and shall automatically renew on the anniversary date and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract at least sixty (60) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA, LLC shall be entitled to continue its collection activity on all accounts previously referred to MVBA, LLC for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph VII of this contract for all amounts collected on accounts referred to MVBA, LLC. The City may, at its discretion, refer additional accounts to MVBA, LLC after notice of termination has been received by MVBA, LLC. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA, LLC.

Interlocal Agreement

MVBA, LLC agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City.

X.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA, LLC by certified United States mail to the following address:

MVBA, LLC, dba Accounts Receivable Collections Group.
Attention: Harvey M. Allen
P.O. Box 849
Round Rock, Texas 78680

or delivered by hand or by courier, and addressed to 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier to the following address:

City of Big Spring, Texas
Attention: City Manager
310 Nolan St
Big Spring, Texas 79720

XI.

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Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this Contract, and 2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

XII.

In consideration of the terms and compensation herein stated, MVBA, LLC hereby agrees to undertake performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2023.

CITY OF BIG SPRING, TEXAS

_____,
Mayor

MVBA, LLC dba ACCOUNTS RECEIVABLE COLLECTIONS GROUP

_____
Harvey M. Allen
Manager