CITY COUNCIL REGULAR AGENDA

Tuesday, November 14, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, November 14, 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.

5.	Recognition of Keep Big Spring Beautiful, Named the 2023 Friend of Conservation by the Texas State Soil & Water Conservation Board and the Association of Texas Soil and Water Conservation Districts.		McDonald

City Manager's Report

6.	City Manager's report on the following items: • Large Item Pickup, District 5 - Nov. 15th • Festival of Lights - Dec. 3rd - Dec. 25th • Planning & Zoning Board Needs Members - Dists. 4, 5 & 6 • Update - Hydrant Replacements	5	Darden

Consent Items

7.	Approval of the City Council Minutes of the Regular Meeting of October 24, 2023.	6-15	Davis
8.	Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of September 25, 2023 and of the Two Special Meetings of October 2, 2023	16-19	Mark Willis
9.	Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Utility Fund for the Water Office Department for the Purpose of Replacing the Front Door for ADA Compliance; Providing for Severability; Providing for Publication; and Providing an Effective Date	20-24	S. Smith
10.	Final Reading of a Resolution Casting Vote(s) to Elect Directors for the Howard Central Appraisal District for the Years 2024 and 2025; and Directing the City Secretary to Submit the Official Ballot to the Chief Appraiser of the Howard Central Appraisal District Before December 15, 2023	25-28	Hagen

Vouchers

11.	Vouchers for 10/26/23	$	237,635.68		McDonald
	Drafts	$	418,642.60		
12.	Vouchers for 11/02/23	$	416,251.40		Tompkins
	Vouchers for 11/09/23	$	833,557.59		
	Drafts	$	1,683,011.03		

Bids

13.	Consideration and Possible Action on Awarding a Bid for Paving an Airport Access Road at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute Any Necessary Documents	29	Feeley

New Business

14.	First Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 10 "Convention and Visitors Bureau Board" Section 2-315 by Amending Subsection (e) to Activate the Convention and Visitors Bureau Board; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date	30-31	Lewis
15.	First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas, for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by a Reallocation of Funds Within the Airpark Fund Budget for the Purpose of the Construction of a Road, Utilizing the Ramp Funds; Providing for Severability; Providing for Publication; and Providing an Effective Date	32-34	Feeley
16.	Consideration and Possible Action of an Engineering Services Agreement with Jacob Martin for the Design and Construction Services Associated with the Hangar 25 Door Replacement Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents	35-47	Feeley
17.	Consideration and Possible Action Regarding an Election Services Contract with the Howard County Elections Administrator and Authorizing the City Manager or His	48-51	Hagen

Designee to Execute any Necessary Documents

18. Discussion Concerning Ordinances Related to Boarding up Broken Windows. — Yanez

19. **Boards and Committees** — Moore
Consideration and Possible Action on the Below Listed Board Member as Follows:

a. <u>Convention & Visitors Bureau Board (CVB)</u>
Lee Harris - Appointment - Dist. One
Michelle Sanchez - Appointment - Dist. Two
Jay Patel - Appointment - Dist. Four

<u>Council Input</u>

20. Input — Moore

21. **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 **Thursday, November 9, 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.

Tami L. Davis

Tami L. Davis, City Secretary

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

COMMUNITY SERVICES MEMORANDUM

Date: 11/14/2023

To: Todd Darden, City Manager

From: Hayley Lewis, Community Services Director

Subject: City Managers Report:
Comanche Trail Festival of Lights

The Comanche Trail Festival of Lights will take place during the 2023 Christmas season on starting on December 3-December 25, 2023. This event is held annually in Comanche Trail Park and without it Big Spring would not be known as the Lighted Poinsettia Capital of Texas. City and Park Crews have already started getting ready for the event and if you wish to help volunteer as greeters for the 2023 event you can contact Hayley Lewis at hlewis@mybigspring.com to get on the list.

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, October 24, 2023, with the following members present in person:

COUNCIL MEMBER TROY TOMPKINS
COUNCIL MEMBER MAURY SMITH
COUNCIL MEMBER CODY HUGHES
COUNCIL MEMBER DIANE YANEZ
COUNCIL MEMBER GLORIA MCDONALD
MAYOR PRO TEM NICK ORNELAS
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
JAY HOLT	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
Pamela Moietz with the Salvation Army 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

There were no public comments at this time.

Announcements, Presentations and Public Hearings

MOTION WAS MADE BY Council Member Yanez to open the below listed public hearings, 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

Each public hearing listed below regarding the abatements were presented to the Council with an abatement order and pictures.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 4209 OAK ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 5 BK 3 MESA 50X130 052 ACQ 02282022 BLK/TRACT 331S 0.149 ACRES - OWNER: RAUL MARQUEZ

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property (4209 Oak St.) for 60 days, seconded by Council Member Smith.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**6**
NAYS: Mayor Pro Tem Ornelas	**1**

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 4005 W HWY 80, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LTS 3-5 BK 4 WRIGHTS AIRPORT 75X130 MITCHEM SALVAGE YARD 021 BLK/TRACT 4 0.224 ACRES ACQ 1132014 COMBINED 287591,287589,287588WITH 87590 .598 - OWNER: JAMES ORN

MOTION WAS MADE BY Council Member Hughes to abate the above captioned property (4005 W. Hwy 80), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 2208 MAIN, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 5 BK 31 COLLEGE HEIGHTS 50X1401400 0.161 ACRES ACQ 08042015 - OWNER: HET LLC

MOTION WAS MADE BY Council Member McDonald to abate the garage at the above captioned property (2208 Main), seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Smith	**6**
NAYS: Council Member Tompkins	**1**

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 507 NW 8TH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 4 BK 19 BAUER 50X140 531 BLKT/TRACT 19 0.161 ACRES- OWNER: GUCEMINDO M DEANDA

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate two storage building at the above captioned property (507 NW 8th), 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

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 610 NW 7TH , BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 7 BK 20 BAUER 60X140 515 BLK/TRACT 20 0.193 ACRES - OWNER: VENTURA A. CALDERON AND CONCEPION CALDERON

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the above captioned property (610 NW 7th), 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

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 4

- City Employee Appreciation Picnic - November 3rd
- City Holiday - November 10th - Veterans Day

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 4 picked up over 4 tons of items; The city employee appreciation picnic will be on November 3rd at noon and invited the Council Members to attend; and November 10th is a city holiday.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of October 10, 2023.

Final Reading of an Ordinance Repealing Chapter 34, Section 34-5 "Attorneys Representing the State in Criminal Prosecutions," from the Big Spring City Code in Recognition of State Law Now Providing for an Attorney Pro Tem to be Appointed in the Event One is not Available in the Municipal Court, Providing for Repeal of Conflicting Ordinances; Providing for Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Establishing an Effective Date

MOTION WAS MADE BY Council Member Hughes to approve the above captioned minutes and 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**
NAYS: None	**0**

MOTION PASSED

Vouchers

Vouchers for 10/12/23	$	661,765.46
Vouchers for 10/19/23	$	1,602,582.04
Drafts	$	1,175,528.37

Council Member McDonald reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member McDonald to approve the above captioned vouchers, 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

Bids

Consideration and Possible Action on Awarding a Bid for a Side Load Truck for the Sanitation Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Bond Equipment Company Inc. in the amount of $332,889.00, 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

Consideration and Possible Action to Accept a Proposal or Reject Proposal(s) for the Sale of Real Property Pursuant to RFP 24-013 for Three Lots NW Corner of Nolan and East 5th and Authorizing the City Manager or His Designee to Negotiate and Execute Any Necessary Documents, concerning property in the City of Big Spring and Howard County as follows:

- 408 Nolan Street, LT 4 BK 31 ORIGINAL TOWN 50X140 0538 ACQ 040302 0.161 ACRES
- 410 Nolan Street, LT 5 BK 31 ORIGINAL TOWN 50X140 0539 ACQ 0403020 0.161 ACRES
- 412 Nolan Street, LT 6 BK 31 ORIGINAL TOWN 50X140 0540 ACQ 040302 0.161 ACRES

MOTION WAS MADE BY Council Member Tompkins to accept a proposal for the above captioned properties from MG Pepperoni Holdings LLC (Mr Gatti's Pizza), seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**5**
NAYS: Mayor Pro Tem Ornelas, Council Member Yanez	**2**

MOTION PASSED

New Business

Acknowledge Receipt of the Investment Report for the Quarter Ending September 30, 2023

City Council Members acknowleded receipt of the above captioned investment report.

Consideration and Possible Action to Accept the Following Donations:

Dora Roberts Rehabilitation Center for an ADA Accessible Playground Equipment at Comanche Trail Park

MOTION WAS MADE BY Council Member Yanez to accept the above captioned donation in the amount of $750,000.00, 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

Amphitheater Improvement Board for Upgrades to the Comanche Trail Amphitheater

MOTION WAS MADE BY Council Member Yanez to accept the above captioned donation in order to fund Phase 2 upgrades at the Comanche Trail Amphitheater, seconded by Mayor Pro Tem Ornelas.

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

Broughton Foundation to the Big Spring Police Department

MOTION WAS MADE BY Council Member Hughes to accept the above captioned donation in the amount of $101,330.00 to purchase patrol rifles for the Big Spring Police Department, 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

Circle H Auto Sales to the Comanche Trail Golf Course

MOTION WAS MADE BY Council Member Hughes to accept the above captioned donation in the amount of $5,374.74 for the purchase of range balls at the Comanche Trail Golf Course, 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

Consideration and Possible Action to Reschedule the Regular City Council Meeting on December 26, 2023 at 5:30 pm to December 12, 2023 at 6:00 pm

MOTION WAS MADE BY Mayor Moore to approve the above captioned rescheduling of the second regular City Council meeting in December 2023.

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

Discussion and Possible Action Regarding an Engineering Study to Improve the Drainage at the Parkway and Alamesa Intersection, and General Discussion of Drainage Issues in the City

Council Member withdrew the above captioned item.

Mayor Moore adjourned the City Council meeting for a short break at 6:47 p.m.

Mayor Moore reconvened the City Council meeting at 6:52 p.m.

Discussion and Possible Action Regarding the Following Facilities:

Demolition of the Bailer Building Located at the Old Landfill

Council Member Hughes expressed his concerns of the burned bailer building at the old landfill and asked if it could be torn down due to being visible from the street. Todd Darden, City Manager, explained that the city has received money from insurance but has issues with the amount and is going to protest for more. No action taken at this time.

Demolition of the Dora Roberts Community Center (DRCC)

Todd Darden, City Manager, also explained that the above captioned property also has issues with the insurance company and the amount has not been settled but will proceed with the demolition as soon as possible.

Replacement of the DRCC Building with a New Metal Sided Building with a Limestone Facade on the Lower 3rd to Match the SM Energy Pavillion; Placement of the Builidng with a Recommendation of Moving it to the Hill Next to the Existing SM Energy Pavilion; and Direct City Staff to get Preliminary Estimates from Local and Regional Metal Building Contractors for a Roughly 11,950 Square Foot Metal Building with Coved or Cathedral Ceilings

After a brief discussion,

MOTION WAS MADE BY Council Member Hughes to direct staff to activate the CVB Board (Convention and Visitors Bureau Board) to review ideas of what a new community should consist of, seconded by Mayor Pro Tem Ornelas.

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 Regarding a Cash Award Leading to the Arrest and Conviction of Any Suspect Responsible for the DRCC Fire

MOTION WAS MADE BY Council Member Smith to approve the above captioned cash award in the amount of $4,500.00, 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

First Reading of an Ordinance to Rename the City Street "Sage Circle" to "Shroff Circle" and Authorizing the City Manager to Take all Necessary Action to Effect this Change; Providing for Repeal of Conflicting Ordinances; Providing for a Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Establishing an Effective Date

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

YEAS: Council Member Hughes, Council Member Tompkins **2**
NAYS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Smith **5**

MOTION FAILED

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Utility Fund for the Water Office Department for the Purpose of Replacing the Front Door for ADA Compliance; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

First Reading of a Resolution Casting Vote(s) to Elect Directors for the Howard Central Appraisal District for the Years 2024 and 2025; and Directing the City Secretary to Submit the Official Ballot to the Chief Appraiser of the Howard Central Appraisal District Before December 15, 2023

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned resolution and giving the total number of the City of Big Spring's allotted votes (339.7) to Jordan Partee, 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

Consideration and Possible Action Regarding an Agreement with Monsido, LLC for the Purchase of Monsido Software for Web Governance and Web Accessibility and Authorizing the City Manager or His Designee to Execute Any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to approve the above captioned agreement, 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

Consideration and Possible Action Regarding an Agreement with Corral Environmental Consulting Inc. for the Asbestos Abatement and Subsequent Demolition of the Dora Roberts Community Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to approve the above captioned agreement, 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

Boards and Committees

Consideration and Possible Action on the Below Listed Board Member as Follows:

MOTION WAS MADE BY Mayor Moore to appoint Brent Strande to the Big Spring Economic Development Corporation Board of Directors to represent District 5, seconded by Council Member Hughes.

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

Tompkins, Council Member Smith
NAYS: None

MOTION PASSED

Big Spring Economic Development Corporation
Brent Strande - Appointment - Dist. Five

Council Input

Input
Mayor Pro Tem Ornelas thanked employees and that he would not be able to attend the city picnic
Council Member Yanez thanked Peter Gonzalez with Oncor and Mike Feeley
Council Member Tompkins had some questions about doing a feasibility study on the amphitheater; and also would like to the staff to work on some way to inform citizens of flood zone areas

Adjourn
Mayor Moore adjourned the City Council meeting at 7:37 p.m.

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Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Monday, September 25, 2023, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Monday, September 25, 2023, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on September 22, 2023, to all Directors, the news media, and duly posted on September 22, 2023, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Monday, September 25, 2023, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the August 15, 2023, Regular Meeting, Action to Approve August Investment and Financials Report, Action to Approve 2022-2023 Annual Report, Directors Report, Executive Session, Action as a Result of Executive Session, Action to Approve 2023-2024 Annual Budget, Board Comment, and Adjourn".

Directors Present:
- Mr. Raul Benavides- President
- Mr. Cody Williams- Vice President
- Ms. Anna Scott - Secretary/Treasurer
- Mr. Kevin Armstrong
- Mr. Joel De La Garza

Directors Absent:

Staff Present:
- Mr. Mark Willis
- Ms. Teresa Morris

Guests that signed in:

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Mr. Benavides called the meeting to order at 5:15 p.m. Mr. Benavides led the invocation and pledge. Mr. Benavides introduced new Board Member Mr. Joel De La Garza.

ACTION ITEM #2- Public Comment:
None

AGENDA ITEM #3- Action on Minutes of the August 15, 2023, Regular Meeting:
Mr. Benavides presented the Minutes. Motion to accept the Minutes was made by Mr. Williams seconded by Ms. Scott. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Action to Approve August Investment & Financial Report:
Ms. Scott presented the Financials and Investment Report. Motion to approve the Investment & Financial Report was made by Ms. Scott seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Consideration/Action to Approve 2022-2023 Annual Report:
Mr. Willis presented the Annual Report. Motion to approve the Annual Report was made by Ms. Scott, seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #6- Directors Report:
Projects: The Cross Ell contract is being reviewed by their attorney and is expected to be ready for approval by the EDC Board and the City Council in October. The 381 Agreement with the County for a +$100 million data center project has been approved by the County Commissioner's Court, a reinvestment

zone created, and a partial abatement of Howard College property taxes is expected to be approved shortly. Another 381 Agreement and college abatement package for a +$100 million battery storage project will be brought forward in October, that will mirror the data center package. The former Ramada Inn/Prison and Chick-Fil-A projects are proceeding. The EDC is in talks concerning real estate transactions that will better position the organization going forward, pending approval by the Board and City Council. The EDC is expecting data associated with potential projects at the Airpark that will be analyzed for potential incentive consideration. EDC staff is attempting to work with a local company being displaced to locate a suitable new location in the City or in the County.
Meetings: EDC Director attended the County leadership monthly meeting in August. The EDC Director participated in one monthly radio interview. The EDC Director participated in 4 City staff meetings. The EDC Director participated in one City Council meeting. The EDC Director attended two County Commissioner's workshops and one regular meeting. The EDC Associate Director attended the International Economic Development Council Annual Meeting. The EDC Associate Director attended the Fab Tech trade show with our ONCOR partners. The EDC Director attended the Industrial Asset Management Council's Fall Forum. The EDC Director attended the Team Texas Economic Development Summit. The next Board meeting is tentatively scheduled for October 17th.

ACTION ITEM #7- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity.

Mr. Benavides adjourned the Board into Executive Session @ 5:36 pm., September 25, 2023
Mr. Benavides called the Executive Session to order at 5:37 pm., September 25, 2023
Mr. Benavides adjourned out of executive session at 5:54 pm., September 25, 2023
Mr. Benavides reconvened into open session at 5:55 pm., September 25, 2023

AGENDA ITEM #8- Action as a Result of Executive Session:
Motion to approve negotiated terms of land contract to bring back for Board approval was made by Ms. Scott, seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #9-Board Comments: Mr. Benevidez welcomed Mr. De La Garza to the Board and looks forward to working with him.

AGENDA ITEM #10- Adjourn:
Mr. Armstrong made a motion to adjourn, seconded by Ms. Scott
The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.
The meeting adjourned at 5:56 pm on September 25, 2023.

Mr. Raul Benavides, President

ATTEST:

Ms. Anna Scott, Secretary/Treasurer

Minutes of the Board of Director's Special Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Monday, October 2, 2023, 8:30 a.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 8:37 a.m. Monday, October 2, 2023, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on September 28, 2023, to all City Council, the news media, and duly posted on September 28, 2023, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Special Board Meeting on Monday, October 2, 2023, at 8:30 a.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Executive Session, Action as a Result of Executive Session, Action to Reconsider the Approval of the 2023-2024 Annual Budget and Adjourn".

Directors Present:
Mr. Raul Benavides- President
Mr. Cody Williams- Vice President
Ms. Anna Scott - Secretary/Treasurer
Mr. Kevin Armstrong
Mr. Joel De La Garza

Directors Absent:

Staff Present:
Mr. Mark Willis
Ms. Teresa Morris

Guests that signed in: Maury Smith

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Mr. Benavides called the meeting to order at 8:37 a.m. Mr. Benavides led the invocation and pledge.

AGENDA ITEM #2- Public Comment:
None

AGENDA ITEM #3- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and in accordance with Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
Mr. Benavides adjourned the Board into Executive Session @ 8:38 am., October 2, 2023
Mr. Benavides called the Executive Session to order at 8:40 am., October 2, 2023
Mr. Benavides adjourned out of executive session 9:31 am., October 2, 2023
Mr. Benavides reconvened into open session at 9:32 am., October 2, 2023

AGENDA ITEM #4- Action as a Result of Executive Session:
None

AGENDA ITEM #5- Action to Reconsider the Approval of the 2023-2024 Annual Budget:
Motion to approve amended budget to cut property improvement in the amount of $50,000 and leave salary numbers in personal services the same with the Executive Directors compensation being based on meeting the benchmark of the completion of the Cross Ell contract, set out by the Board was made by Ms. Scott seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #6- Adjourn:
Ms. Scott made a motion to adjourn, seconded by Mr. De La Garza. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 9:36 am on October 2, 2023.

Mr. Raul Benavides, President

ATTEST:

Ms. Anna Scott, Secretary/Treasurer

Minutes of the Board of Director's Special Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Monday, October 2, 2023, 3:00 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Special Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 3:01 p.m. Monday, October 2, 2023, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on September 28, 2023, to all City Council, the news media, and duly posted on September 28, 2023, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Special Board Meeting on Monday, October 2, 2023, at 3:00 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Executive Session, Action as a Result of Executive Session, Action to Reconsider the Approval of the 2023-2024 Annual Budget and Adjourn".

Directors Present:

Mr. Raul Benavides- President
Mr. Cody Williams- Vice President
Ms. Anna Scott - Secretary/Treasurer
Mr. Kevin Armstrong
Mr. Joel De La Garza

Directors Absent:

Staff Present:

Mr. Mark Willis
Ms. Teresa Morris

Guests that signed in: Maury Smith

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Mr. Benavides called the meeting to order at 3:01 p.m. Mr. Benavides led the invocation and pledge.

AGENDA ITEM #2- Public Comment:
Mr. Maury Smith expressed his appreciation to the Board and staff for the job they do.

AGENDA ITEM #3- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and in accordance with Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
Mr. Benavides adjourned the Board into Executive Session @ 3:04 pm., October 2, 2023
Mr. Benavides called the Executive Session to order at 3:05 pm., October 2, 2023
Mr. Benavides adjourned out of executive session 3:26 pm., October 2, 2023
Mr. Benavides reconvened into open session at 3:27 pm., October 2, 2023

AGENDA ITEM #4- Action as a Result of Executive Session:
None

AGENDA ITEM #5- Action to Reconsider the Approval of the 2023-2024 Annual Budget:
Motion to approve amended budget to cut property improvement in the amount of $50,000 and leave salary numbers in personal services the same as the 2022-2023 Annual Budget with an increase of $3,000 to match the stipend the City Employees receive of $1,500 per person was made by Mr. Williams seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #6- Adjourn:
Ms. Scott made a motion to adjourn, seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 3:28 pm on October 2, 2023.

ATTEST: ______________________
Ms. Anna Scott, Secretary/Treasurer

____
Mr. Raul Benavides, President

BIG SPRING
TEXAS

Memorandum

Date: 09/24/2023

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: 2023-24 Budget Amendment

When the water office was renovated, we did not consider that the front door was not ADA compliant. Currently the front door swings toward the parking lot, which is very awkward for people in wheelchairs or on walkers to maneuver around to access the building.

To be ADA Compliant, the door needs to hang on the opposite side of the frame and swing open so the customers do not have to walk around the door to get into the building. In addition, we will need to install the open assist button.

This bid would correct the entryway issue, and we would be meet the ADA Compliance requirements. It is staff's recommendation that we amend the budget to allow us to remediate the problem and be ADA compliant with our Water Office entrance. (See attached bid)

Account 405-002-735-5311-000 (Maint. of Buildings) would be increased by $7,000.00.

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE UTILITY FUND BUDGET FOR THE PURPOSE OF REPLACING THE FRONT DOOR TO ENSURE ADA COMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2023-24 budget for the City of Big Spring, Texas on September 26, 2023 ("Budget"); and

WHEREAS the City Manager and the Finance Director recommend that the City Council increase the Utility Fund budgeted expenditures and amend the Budget previously approved;

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

SECTION 1. The Utility Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of $7,000.00 to Department 405-002-735-5311-000 Maintenance of Buildings for the purpose of replacing the front door to meet ADA compliance. The net increase will be funded through the fund balance.

SECTION 2. The remaining portions of Ordinance Number 049-2023 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 **24th** day of **October, 2023** 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 **14th** day of **November, 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

Quote: **1504**
Date: 10/16/23

MIDLAND GLASS
MIDLAND-GLASS.COM
4700 NORTHBROOK LANE SUITE B
MIDLAND TX 79707
(432)517-7118

Customer:

CITY OF BIG SPRINGS
204 S JOHNSON ST
BIG SPRING TX 79720

(432)264-2388
abelez@mybigspring.com

CSR	Tech	PO	Terms	Job #	Job Type
MANA			NET 30		

Qty	Dimension	Part/Description		Total
1.00		FLATGLASS		$3,880.00
		MAIN DOOR SWINGING WRONG WAY OVERSIZED DOOR MS 300 SRS SNG CSTM Door 1/4 BRONZE GLASS 3-3/4 Top | 10 Btm Rail INCLUDED Offset Pivot Includes: 1/4 in. Glass Stops Black/Bronze Anodized ~D3|4|10|M|R3|O|2|DU|C ~42" x 84" do hrso 3 ~p&i std ms lock ~p&i 3 1/4" midrail ~p&s push/pull combo ~allow for 1/2" threshold 2 1 ea F1FSOTDUC 1-3/4 x 4-1/2 Custom Up and Over Frame for Single Door Prep for Offset Pvt Threshold Included Black/Bronze Anodized ~F1|F|S|O|R3|2|T|DU|C ~45 1/2" x 85 3/4" nfd ~42" x 84" do hrso 3 ~p&i std ms lock ~supply threshold		
1.00		FLATGLASS		$2,850.00
		INSTALL ADA BUTTON ENERGY SWING DOOR OPERATOR		

Continued...

Quote: **1504**
Date: 10/16/23

MIDLAND GLASS
MIDLAND-GLASS.COM
4700 NORTHBROOK LANE SUITE B
MIDLAND TX 79707
(432)517-7118

Customer:

CITY OF BIG SPRINGS
204 S JOHNSON ST
BIG SPRING TX 79720

(432)264-2388
abelez@mybigspring.com

CSR	Tech	PO	Terms	Job #	Job Type
MANA			NET 30		

Taxes	
texas state	$202.13

Job Location:
UTILITIES DEPT
410 E 3RD
BIG SPRING TX 79720

THANK YOU FOR YOUR TRUST IN MIDLAND GLASS
PLEASE LOOK OVER THIS QUOTE AND FEEL FREE TO GIVE A US A CALL TO DISCUSS YOUR OPTIONS.
HAVE A BLESSED DAY
JOE RUIZ OWNER

Signature ____________________

Taxes	Total	Payments	Balance
$202.13	$6,932.13	$0.00	$6,932.13

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CASTING VOTE(S) TO ELECT DIRECTORS FOR THE HOWARD CENTRAL APPRAISAL DISTRICT FOR THE YEARS 2024 AND 2025; AND DIRECTING THE CITY SECRETARY TO SUBMIT THE OFFICIAL BALLOT TO THE CHIEF APPRAISER OF THE HOWARD CENTRAL APPRAISAL DISTRICT BEFORE DECEMBER 15, 2023.

WHEREAS, the City of Big Spring is a taxing unit entitled to vote in the election of the Howard Central Appraisal District Board of Directors, and therefore entitled to nominate and cast votes for candidates for election thereto pursuant to Texas Tax Code § 6.03;

WHEREAS, five (5) directors serving two-year terms beginning January 1st of even-number years are appointed by the taxing units participating in the district;

WHEREAS, the governing body of each taxing unit may cast all its votes for one candidate or distribute them among candidates for any number of directorships;

WHEREAS, the City of Big Spring is allocated 339.7 votes based on its 2022 tax levy; and

WHEREAS, the City Council of the City of Big Spring wishes to cast its votes for the election of the Board of Directors for the Howard Central Appraisal District for 2024-2025;

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

SECTION 1. The City Council casts its 339.7 votes for the following candidate(s) for the Howard Central Joint Tax Appraisal District Board of Directors for the years 2024 and 2025:

1. Mr. Mike Dawson ....______________ votes

2. Mr. Scott Emerson ....______________ votes

3. Mr. Noel Hoff ....______________ votes

4. Mr. Jordan Partee ....______________ votes

5. Mr. Craig Wyrick...______________ votes

SECTION 2. The City Secretary is hereby directed to submit this resolution to the Chief Appraiser of the Howard Central Appraisal District before **December 15, 2023.**

SECTION 3. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 4. This Resolution shall become effective immediately according to law.

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

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **14th** day of **November, 2023**, with all members of the Council present voting "aye" for passage of same.

____
Robert H. Moore III, Mayor

ATTEST:

____
Tami L. Davis, City Secretary

HOWARD CENTRAL APPRAISAL DISTRICT

Clarissa Teichman, RPA
Chief Appraiser

October 19, 2023

Enclosed is a resolution I am asking you to provide to your governing body which may be used to vote for members of the Board of Directors of the Howard Central Appraisal District. The number of votes available to your tax unit is listed on the allocation sheet and may be allocated in any way your governing body desires among the nominees. The resolution should be placed on an agenda of your governing body, and when approved, be sent back to me as election administrator.

The resolution should be completed no later than December 14. You may send it to Howard Central Appraisal District, PO Box 1151 Big Spring, TX 79721-1151, attach to an e-mail address cteichman@howardcad.org or deliver to our office at 315 Main St. Big Spring, TX.

The nominees are:

DAWSON, MIKE
EMERSON, SCOTT
HOFF, NOEL
PARTEE, JORDAN
WYRICK, CRAIG

Sincerely yours,

Clarissa Teichman, Chief Appraiser

(432) 263-8301 *www.howardcad.org* Fax (432) 263-8303
P.O. Box 1151---315 Main Street---Big Spring, Texas 79721-1151

2024 Calculation of Votes for Board of Directors Election

Tax Unit	2022 Levy-Hood Co.		Levy % for Appraisal	Vote Allocation
Howard County	$	20,725,997	0.1646	823
Howard College	$	14,608,290	0.1160	580.1
Big Spring City	$	8,555,513	0.0679	339.7
Coahoma City	$	225,225	0.0018	8.9
Forsan City	$	24,079	0.0002	1.0
Big Spring ISD	$	37,737,790	0.2997	1498.6
Coahoma ISD	$	13,281,590	0.1055	527.4
Forsan ISD	$	8,891,752	0.0706	353.1
Permian UWD	$	129,734	0.0010	5.2
Sands ISD	$	17,246,579	0.1370	684.9
Borden County ISD	$	1,977,898	0.0157	78.5
Stanton ISD	$	2,505,877	0.0199	99.5
	$	125,910,324	1.0000	5000.0

CITY OF Big Spring

MEMORANDUM

Date: November 8, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Mike Feeley A.A.E., Airport Director

Re: Consideration for awarding a bid for paving an airport access road adjacent to a new hangar's construction on the McMahon-Wrinkle Airports West side

---

The airport staff is respectfully requesting that the Big Spring City Council award a bid associated with paving an existing airport access road adjacent to a newly developed hangar on the West side of McMahon-Wrinkle Airport.

The airport staff received the following bids for the proposed work that included a 2-inch asphalt overlay and associated surface preparation:

Bid 1: $48,450- (Permian Paving)
Bid 2: $82,775- (J.A.L. Construction)
Bid 3: Non-Responsive- (O.N. B.)

Staff propose to award the work to Bid 1: Permian Paving in the amount of $48,450. The project will be funded by resources from the TxDOT Routine Airport Maintenance Project (RAMP) Grant already appropriated in the current fiscal year's budget. The RAMP Grant is a 90/10 cost share resource so the city will pay 100% for the projects completion and the State will reimburse the city at the end of the fiscal year for 90% of the costs resulting in the city share being $4,845 dollars and the state share being $43,605 dollars.

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 10 "CONVENTION AND VISITORS BUREAU BOARD" SECTION 2-315 BY AMENDING SUBSECTION (e) TO ACTIVATE THE CONVENTION AND VISITORS BUREAU BOARD; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Big Spring City Code, Chapter 2 entitled "Administration," Article VII entitled "Boards and Commissions," Division 4 entitled "Convention and Visitors Bureau Board" Section 2-315, is hereby amended in part as follows:

Sec 2-315. – Convention and visitors bureau board.

. . .

(d) Notwithstanding this section, the convention and visitors bureau board shall be ~~inactive~~ active until December 1, 2024, when it shall become inactive.

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

SECTION 2. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 3. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 4. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 5. This Ordinance is ordered to be codified.

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.

SECTION 7. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **14th** day of **November, 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 **28th** day of **November, 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: November 8, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Mike Feeley A.A.E., Airport Director

Re: Consideration for a budget amendment moving funds from the operating budget to a capital account associated with the awarding of a bid for paving a road at the Airpark

---

This Budget Amendment is associated with item 13 on today's agenda. The action if approved will move funds from the Routine Airport Maintenance Program (RAMP) account in the operating budget to a capital account associated with the improvements made to the existing airport access road adjacent to a newly developed hangar on the West side of McMahon-Wrinkle Airport. If approved staff will transfer $48,450 dollars from account number 410-021-610-5318 (RAMP) to account number 410-021-610-6218 (Paved Streets, Alleys, Curbs and Gutters).

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY A REALLOCATION OF FUNDS WITHIN THE AIRPARK FUND BUDGET FOR THE PURPOSE OF THE CONSTRUCTION OF A ROAD, UTILIZING THE RAMP FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2023-24 budget for the City of Big Spring, Texas on September 26, 2023 ("Budget"); and

WHEREAS the City Manager and the Finance Director recommend that the City Council reallocate funds within the Airpark Fund and amend the Budget previously approved;

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 will reallocate funds in the amount of $48,450.00 from account 410-021-610-5318-000 Routine Air Maintenance Program (RAMP) to account 410-021-610-6218-000 Paved Streets, Alleys, Curbs and Gutters, for the purpose of construction a road.

SECTION 2. The remaining portions of Ordinance Number 049-2023 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 **14th** day of **November, 2023** 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 **28th** day of **November, 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

CITY OF
Big Spring

MEMORANDUM

Date: November 8, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Mike Feeley A.A.E., Airport Director

Re: Acceptance of an Engineering Services Agreement with Jacob Martin for the design and construction services associated with the Hangar Door Replacement Project for Hangar 25

The staff is requesting approval for the acceptance of an Engineering Services Agreement with Jacob Martin for the design and construction services associated with the Hangar Door Replacement Project at Hangar 25.

Background: The current doors at Hangar 25 cannot safely open without the risk of the doors falling and potentially damaging or destroying one of the vintage aircraft stored in the hangar. As a result, staff proposed a new program to replace the hangar doors in the current FY 2023 - 2024 budget. The estimated cost of replacing the doors was $500,000 dollars as originally proposed with a bi-fold door at 60 feet in width with glass panels. Staff with the concurrence of the Hangar 25 Board have revised the design of the doors to remove the glass panels and replace the doors with a 100-foot-wide metal bi-fold door. Staff anticipates that the metal doors will be less than the original budgeted amount of $500,000, which will be realized when the project bids are received.

The replacement doors will serve to allow the static displays to be removed from the hangar when necessary to clean the facility, cycle in new aircraft and the doors will include a guard to keep pigeons out of the facility. Most significantly the doors will allow for the static displays to be moved out of the facility so that the museum can host open-air events, concerts, and other venues for the citizens of Big Spring to enjoy. The compensation for the Engineering Services as described in the scope of services is $38,000, which staff budgeted for in the current fiscal year's budget.

STANDARD 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 **Hanger Door Replacement at Hangar 25 – Design and Construction Administration**.

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 attached hereto as **Exhibit B** 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.

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:

Signature page follows:

ENGINEER:

JACOB MARTIN, LLC

____

Kirt Harle, P.E., Senior Principal

Date: _________________________

Attest:

____

Will Dugger, Senior Principal

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/architectural services to the City of Big Spring (City), including but not limited to:

The project scope includes architectural/engineering services for design and construction administration of proposed hangar door replacement at Hangar 25 with an estimated construction cost of $500,000.

Basic Engineering Services

A – Design Phase

- A.1 Prepare detailed specifications, contract drawings and plans for bidding and constructing hangar door replacement.
- A.2 Assist City with permitting as required.
- A.3 Furnish Bidding Documents to City for legal review.
- A.4 Finalize Contract Documents incorporating City's comments.

B – Bidding Phase

- B.1 Assist City in the advertisement for bids.
- B.2 Conduct pre-bid meeting (if requested by City)
- B.3 Answer bidder's questions and issue addenda (if necessary).
- B.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.
- B.5 Assist in the preparation of executed Contract Documents for the construction of the project.

C – Construction Phase

- C.1 Coordinate Pre-Construction Conference.
- C.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.
- C.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.
- C.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.
- C.5 Review and recommend Contractor's payment requests.
- C.6 Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
- C.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.
- C.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 Engineering Services

- Provide materials testing for concrete footings and taxi-way repairs.
- TAS review and inspection.

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services shall be at a lump sum price of $38,000. 70% ($26,600) of the lump sum fee shall be invoiced at the completion of the design and approval of the construction drawings by the City. 10% ($3,800.00) shall be invoiced once bidding is complete. The remaining 20% (7,600) of the lump sum shall be invoiced after completion of the construction.

Compensation for Additional Engineering Services (Materials Testing and TAS Review/Inspection) as described above shall be at a time and expense basis per the attached rate schedule with not to exceed of $3,000.00.

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.

ELECTION SERVICES CONTRACT
between
THE HOWARD COUNTY ELECTIONS ADMINISTRATOR
and
CITY OF BIG SPRING

Jodi Duck is the duly appointed County Elections Administrator (“Elections Administrator”) of Howard County, Texas, and is authorized by Subchapter D of Chapter 31, Title 3 of the Texas Election Code to enter into this Election Services Contract with the governing body of political subdivisions for election administration services.

The City of Big Spring, Texas (“COBS”), a political subdivision of the State of Texas, is situated in Howard County. The governing body of COBS has approved and authorized the execution of the Agreement.

This Election Service Contract (the “Agreement”) is by and between the Elections Administrator and COBS, each a “Party” and collectively referred to as “the Parties”, regarding the conducting and supervision of COBS’s elections to be held continuously from the date of this Agreement, until amended by the Parties, with the first election to be held the first Saturday in May 2024.

This AGREEMENT is entered into the consideration of the mutual covenants and agreements as set forth herein.

THE PARTIES AGREE AS FOLLOWS:

A. <u>ADMINISTRATION</u>

The Elections Administrator agrees to coordinate, supervise, and handle all aspects of administering general elections and special elections of COBS in accordance with the Texas Election Code and as outlined in this Agreement to perform or to supervise the performance of all of the corresponding duties and functions that the Elections Administrator performs in connection with a countywide election ordered by a county authority.

B. <u>VOTING LOCATION</u>

1. The County and Elections Administrator agree to perform the duties and responsibilities set forth in this Agreement at the countywide vote center polling places.

C. <u>DUTIES & SERVICES OF ELECTIONS ADMINISTRATOR</u>

1. The Elections Administrator shall be responsible for performing the following duties, and shall furnish the following services and equipment, as set forth in this section to conduct the Early Voting and Election Day Voting. The Elections Administrator shall:

(a) Contact the owners or custodians of the county-designated polling places and arrange for use of the facilities for the use in Early Voting and Election Day Voting to conduct the May City and School Joint Election; and

(b) Procure and distribute all necessary election supplies, including:
  (i) Ballots;
  (ii) Election kits; and
  (iii) COBS's allotment of ballot boxes and voting booths provided by the county; and
(c) Procure all necessary voting machines and equipment, as may be required by law, transport of machines and equipment for use at the polling places; and
(d) Appoint all Election Judges and Alternate Election Judges, Clerks, Early Voting Ballot Board, and notify the same of the date, time, and place of the election training and arrange for a facility for holding the election training; and
(e) Arrange for the use of a Central Counting Station and for the tabulating personnel and equipment needed at the counting station and assist in preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment; and
(f) Publish and post all required legal notices, including the Notice of Election; and
(g) Assist in general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the COBS who are responsible for holding the election; and
(h) Prepare an estimate of the cost of the Election, and attach said estimate to this Agreement; and
(i) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and make said records available to the COBS representatives; and
(j) Serve as custodian of election records; and
(k) Prepare any submission of voting changes it is obligated to submit to the Secretary of State; and
(l) File copies of this Agreement with the County Treasurer and the County Auditor of Howard County, Texas; and
(m) File electronic precinct by precinct returns with the Secretary of State.

D. DUTIES OF COBS

1. The COBS shall be responsible for performing the following:

(a) Preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by its governing body; and
(b) Costs shall be paid by the COBS in accordance with the Texas Election Code §31.100. The COBS agrees to pay the Elections Administrator 10% of the total amount of the Agreement, with a minimum amount of $75.00; and
(c) COBS agrees to pay those employees whose services are required for contractual duties performed outside normal business hours. The COBS agrees to pay said employees 1 ½ times their regular wage for each hour worked beyond their normal business hours.
(d) Pay statement of costs provided by the Elections Administrator, with the balance due thirty (30) days within the receipt of the Final Cost Report. If any payment of

estimated expenses exceeds the actual expenses, the amount of the difference shall be refunded to COBS.

E. <u>GENERAL PROVISIONS</u>

1. Nothing contained in this Agreement shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the elections is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other elections records, or any other nontransferable functions specified by the Texas Election Code §31.096.
2. The Elections Administrator is the agent of the COBS for the purposes of contracting with third parties with respect to the election expenses within the scope of the Elections Administrators duties, and the Elections Administrator is not liable for the COBS's failure to pay legitimate claims.
3. Only the actual expenses directly attributable to the Contract may be charged including administrative fees, as set forth in the Texas Election Code §31.100(b). The Elections Administrator must submit the actual costs incurred pursuant to this Contract to the COBS no later than ten (10) days after the final election or the day of Canvass, whichever is the latter.
4. Should the COBS cancel an election, any funds paid by the COBS shall be refunded, less the amount owed for expenses incurred within the scope of the election up to the date of cancellation.
5. Either Party may terminate this Agreement by providing written to notice to the other Party at least 180 days in advance of such termination.
6. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
7. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party except as specifically stated in this Agreement.
8. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.
9. No amendment, recission, termination, cancellation, or discharge of this Agreement is effective unless it is in writing, identified as an amendment, recission, cancellation, or discharge of this Agreement, and signed by both the Howard County Elections

Administrator, and a representative of COBS pursuant to the express authorization of the governing body of COBS.

10. No waiver by the Elections Administrator of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Elections Administrator. No waiver by COBS of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by a representative of COBS pursuant to the express authorization of the governing body of COBS. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11. If any term, provision, covenant, or restriction of this Agreement becomes invalid, void, unlawful, illegal, or unenforceable, all other terms, provisions, covenants, and restrictions of this Agreement remain in full force and effect.

12. The Agreement is subject to the appropriation of funds by the City Council of Big Spring each fiscal year.

WITNESS BY MY HAND this _____ day of _____________________, 2023:

CITY OF BIG SPRING

By:

____

Todd Darden, City Manager
City of Big Spring

ATTEST:

____

Tami L. Davis, City Secretary
City of Big Spring

WITNESS BY MY HAND this _____ day of _____________________, 2023:

By:

____

Jodi Duck, Elections Administrator
Howard County, Texas