



CITY COUNCIL REGULAR MEETING

Tuesday, February 27, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 27, 2024, 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

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| 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.

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| 4. Public Comment | Moore |
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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 - Large Item Pickup, District 2 - 17 Tons
 - Update - Job Fairs - Attended One at UTPB and Howard College - Next One on March 13th - Workforce Center
 - Update - Fire Department Applicants
 - Police Testing - March 7, 2024

Consent Items

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| 6. Approval of the City Council Minutes of the Regular Meeting of February 13, 2024. | 7-17 | Davis |
| 7. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of January 16, 2024 | 18-19 | Mark Willis |
| 8. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of November 16, 2023 | 20-21 | Feeley |
| 9. Final Reading of a Resolution of the City of Big Spring, Texas, Amending the Big Spring City Code to Amend Resolutions 005-2023 and 012-2023 and the Underlying Real Estate Purchase Agreement with 3-D Development as Amended to Provide for a Third Inspection Period; Providing for Repeal of Conflicting Resolutions; Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; Providing a Savings and Severability Clause; Establishing an Effective Date | 22-29 | Medina |
| 10. Final Reading of a Resolution Authorizing and Appointing the City Manager to Submit an Application to the Edward Byrne Memorial Justice Grant Program to Secure Funding for a SWAT Transport Van; and Providing an Effective Date | 30-32 | Williams |
| 11. Final Reading of a Resolution Accepting a Grant from the | 33-35 | Feeley |

Texas Department of Transportation (TxDOT) for the Funding of Striping and Marking on the Runway and Taxiways at the McMahon-Wrinkle Airport and Industrial Park; and Providing an Effective Date

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| 12. | Final Reading of an Ordinance Authorizing Z-23-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 3.450 Acres of Land in Section 32, Block 33, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas, From General Residential (GR) to Heavy Commercial (HC); Providing a Savings and Severability Clause; Providing for Repeal of Conflicting Ordinances; Providing for Publication; Providing an Effective Date; and Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law | 36-38 | Bowles |
| 13. | 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 Transferring Capital Funds into Expense Accounts for the Purpose of Leasing Vehicles through the Enterprise Lease Program for Various Departments; Providing for Severability; Providing for Publication; and Providing an Effective Date | 39-41 | S. Smith |
| 14. | 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 Budget to Provide for the City's Matching Share of the CDBG Grant CDV21-1065; Providing for Severability; Providing for Publication; and Providing an Effective Date | 42-44 | S. Smith |
| 15. | 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 Landfill Budget for the Purpose of Purchasing a Bulldozer; Providing for Severability; Providing for Publication; and Providing an Effective Date | 45-47 | Medina |
| 16. | 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 General Fund Budget for the Purpose of Conducting a Compensation Market Study; Providing for Severability; | 48-50 | Medina |

Providing for Publication; and Providing an Effective Date

Vouchers

17. Vouchers for 02/01/24	\$	462,389.05	Yanez
Vouchers for 02/09/24	\$	1,172,676.32	
Vouchers for 02/16/24	\$	301,337.38	
Vouchers for 02/23/24	\$	307,027.74	
Drafts	\$	926,096.75	

Bids

18. Consideration and Possible Action on Awarding a Bid for Lighting at the Wastewater Treatment Plant and Authorizing the City Manager or His Designee to Execute any Necessary Documents	51	Bowles
19. Consideration and Possible Action on Awarding a Bid for a Zero Turn Mower for the Cemetery Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents	52	Medina

New Business

20. First Reading of a Resolution Authorizing the Acceptance of the City of Big Spring 2024 Master Parks Plan; and Providing an Effective Date	53-54	Lewis
21. First Reading of a Resolution Declaring the Unopposed Candidate in the May 4, 2024 General Election for City Council Member, District 2 as Elected to Office; Canceling the General Election for City Council Position for City Council Member, District 2; and Providing an Effective Date	55-57	Davis
22. 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 General Fund Budget for the Purpose of Adding a Position to the Sports Complex Staff; Providing for Severability; Providing for Publication; and Providing an Effective Date	58-60	Medina
23. First Reading of an Ordinance Amending Chapter 24 of the Big Spring City Code Entitled "Fire Prevention and Protection," Article II, "Fire and Rescue Service Fees," Section 24-21 "Assessment of Fees for Services" and Section 24-22, "Fee Schedule" Adjusting Fees for Rescues,	61-69	Holt

Fire Investigations, Water and Back Country Incidents, and Fires Outside of City Limits; 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

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| 24. | Consideration and Possible Action of a Short-Term Contract with Avfuel to Allow for Continued Aircraft Fueling Operations at McMahon-Wrinkle Airport while Awaiting Results of a RFP for Aviation Fuel Suppliers and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 70 | Feeley |
| 25. | Consideration and Possible Action on an Interlocal Cooperation Agreement with South Plains Association of Governments (SPAG) for the Downtown Revitalization Program and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 71-77 | Medina |
| 26. | Consideration and Possible Action to Enter into an Agreement with Jacob & Martin LLC for the 2024 Crack Seal and Seal Coat Projects and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 78-95 | Bowles |
| 27. | Consideration and Possible Action to Enter into a Seal Coat Interlocal Agreement 2024 with Howard County Junior College District, and other Interested Entities and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 96-100 | Medina |
| 28. | Discussion and Possible Action of Approval of a Mural Painted by Big Spring Little League and Big Spring High School Art Club on the Concession Stand at Roy Anderson Sports Complex. | | Lewis |

Council Input

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| 29. | Input | Moore |
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Executive Session

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| 30. | 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 | Moore |
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Effect on the Position of the Governmental Body in
Negotiations with a Third Person

31. **Reconvene** into Open Session and Take Any Necessary Action on Executive Session Items Moore
32. **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, February 23, 2024 at 5:00 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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


Tami L. Davis, City Secretary

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

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

The City Council of the City of Big Spring, Texas, met in a REGULAR MEETING in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, February 13, 2024, with the following members present in person:

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

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

Ricky Carstensen, First Methodist Church, 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

One citizens spoke regarding work at the sports complex in order to have a fall season of soccer; and one citizens spoke regarding a complaint with the police department and felt that he was treated unfairly.

Announcements, Presentations and Public Hearings

MOTION WAS MADE BY Mayor Moore to open the below listed public hearings, 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

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MOTION PASSED

PUBLIC HEARING - Regarding a Proposed 2024 Master Parks Plan

Hayley Lewis, Community Services Director, reported that this was the second public hearing and that she was making a few changes to the proposed 2024 Master Parks Plan. No comments were made at this time.

PUBLIC HEARING - Regarding a Zone Change (Z23-01) From General Residential (GR) to Heavy Commercial (HC) Zoning for 3.450 Acres of Land in Section 32, Block 33, T-1-N, T&P RR. Co. Survey, Big Spring, Howard County, Texas. Generally Located on W. Business 20 East of Old State Highway 80.

Shane Bowles, Public Works Director, explained that this zone change would allow Oncor Electric to build a new transmission station. No comments were made at this time.

Each public hearing listed below regarding the abatement were presented to the Council with an abatement order and pictures. No citizens spoke regarding any of the properties listed below.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1008 E 12TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

MOTION WAS MADE BY Council Member Hughes to abate the above captioned property (1008 E. 12th), seconded by Council Member McDonald.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes,

6

Council Member McDonald, Council Member Tompkins, Council Member Smith

NAYS: None 0

ABSTAIN: Mayor Pro Tem Ornelas 1

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1400 STATE PARK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 5-6 BK 2 MOUNTAIN VIEW 100X140 216 0.321 ACRES – OWNER: EARL D. KOLDEN

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property (1400 State Park), seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith 6

NAYS: None 0

ABSTAIN: Mayor Pro Tem Ornelas 1

MOTION PASSED

MOTION WAS MADE BY Mayor Moore to close the above 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

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 2 - February 21
- City Holiday - President's Day - February 19
- Update - Atmos Lane Closure for Maintenance
- Update - Road Maintenance - Birdwell Lane from 25th to FM700
- Update - Opening of the Auditorium
- Installation of the Cardboard Recycling Bailer

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 2 will be on February 21, 2024; City offices will be closed Monday, February 19, 2024 in observance of President's Day; Atmos will

be closing a lane between 3rd St and the railroad track for a major line replacement; Road maintenance is still in progress on Birdwell Lane from 25th Street to FM 700; The City Auditorium will open back up this weekend for concert from the Big Spring Symphony; Cardboard bailer is open and running.

Presentation Regarding Staff Recommendations for Police/Fire Retention and Recruitment

Todd Darden, City Manager, updated the Council regarding some staff recommendations for retention and recruitments within the Police and Fire Departments. (Social Media, Career Fairs, Online Recruitment, Site Visits to various academies, etc.)

Report on the Administrative Hearings Held on February 7th, 2024, Concerning Abatement of Premises Nuisance Violations.

Andrew Hagen, City Attorney, updated the Council on some public nuisance hearings for accumulated items.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of January 23, 2024.

Final Reading of a Resolution Calling for a General Election to be Held on May 4, 2024 for the Purpose of Electing One Person to Serve as City Council Member for District Two; One Person to Serve as City Council Member for District Four; and One Person to Serve as City Council Member for District Six; 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

Final Reading of a Resolution Authorizing Continued Participation with the Steering Committee of Cities Served by Oncor; and Authorizing the Payment of Ten Cents Per Capita to the Steering Committee to Fund Regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC; and Providing an Effective Date

Final Reading of a Resolution Authorizing and Appointing the City Manager to Submit an Application to the Office of the Governor, Criminal Justice Division to Secure Funding for Rifle-Resistant Body Armor Through the Rifle-Resistant Body Armor Grant Program; and Providing an Effective Date

Final Reading of an Ordinance Granting to Vero Fiber Networks, LLC, a Colorado Limited Liability Company, a Right-of-Way License to Own, Maintain, Operate, and Control in Accordance with Regulations Promulgated by the Federal Communications Commission and the Texas Public Utilities Commission, and this Ordinance, a Fiber-Based Telecommunications Network Serving Customers within the Municipal

Boundaries of the City and to the Residents and Businesses Located therein
Prescribing the Term of Such License and Rights; 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 minutes, resolutions and ordinances, seconded by Council Member
Smith.**

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

NAYS: None 0

MOTION PASSED

Vouchers

Vouchers for 01/25/24 \$ 2,483,416.15

Drafts \$ 810,808.93

Mayor Pro Tem Ornelas reviewed the above captioned vouchers.

**MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned
vouchers, seconded by Council Member Yanez.**

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

NAYS: None 0

MOTION PASSED

Vouchers for 02/01/24 \$ 462,389.05

Vouchers for 02/09/24 \$ 1,172,676.32

Drafts \$ 926,096.75

**Council Member Yanez was unable to review the above captioned vouchers and
asked for them to be moved to the next agenda.**

Bids

Consideration and Possible Action on Awarding a Bid for the Installation of Eight A/C
Units at the Waste Water Treatment Plant and Authoring 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 SKC A/C LLC in the total amount of \$127,927.00, seconded by Council
Member McDonald.**

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

Tompkins, Council Member Smith
NAYS: None

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MOTION PASSED

Consideration and Possible Action on Awarding a Bid for the 2024 Crack Seal Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to award the above captioned bid to JR Compass, LLC in the amount of \$146,466.04, 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
NAYS: None

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MOTION PASSED

Consideration and Possible Action on Awarding a Bid for a Gooseneck Tilt Trailer for the Airpark 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 bid to Texas Pride Trailer Sales in the amount of \$14,182.50, 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
NAYS: None

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MOTION PASSED

New Business

Report on the Big Spring Police Department 2023 Racial Profiling Analysis
Chad Williams, Police Chief, gave a brief report on the 2023 Racial Profiling Analysis.

Acknowledge Receipt of the Investment Report for the Quarter Ending December 31, 2023

Acknowledge Receipt of the Quarterly Financial Report
Sandy Smith, Finance Director, gave a report on the above captioned Investment Report and Quarterly Financial Report.

First Reading of a Resolution of the City of Big Spring, Texas, Amending the Big Spring City Code to Amend Resolutions 005-2023 and 012-2023 and the Underlying Real Estate Purchase Agreement with 3-D Development as Amended to Provide for a Third

Inspection Period; Providing for Repeal of Conflicting Resolutions; Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; Providing a Savings and Severability Clause; Establishing an Effective Date

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned resolution, 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

First Reading of a Resolution Authorizing and Appointing the City Manager to Submit an Application to the Edward Byrne Memorial Justice Grant Program to Secure Funding for a SWAT Transport Van; and Providing an Effective Date

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned resolution, 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

First Reading of a Resolution Accepting a Grant from the Texas Department of Transportation (TxDOT) for the Funding of Striping and Marking on the Runway and Taxiways at the McMahon-Wrinkle Airport and Industrial Park; and Providing an Effective Date

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

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

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Authorizing Z-23-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 3.450 Acres of Land in Section 32, Block 33, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas, From General Residential (GR) to Heavy Commercial (HC); Providing a Savings and Severability Clause; Providing for Repeal of Conflicting Ordinances; Providing for Publication; Providing an Effective Date; and Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law

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

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 Airpark Fund Budget for the Purpose of Budgeting the Additional Matching Share of the Texas Department of Transportation Grant for Striping and Marking the Airport Runway and Taxiways; Providing for Severability; 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
NAYS: None 0

MOTION PASSED

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 Transferring Capital Funds into Expense Accounts for the Purpose of Leasing Vehicles through the Enterprise Lease Program for Various Departments; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

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

MOTION PASSED

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 Budget to Provide for the City's Matching Share of the CDBG Grant CDV21-1065; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

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

Tompkins, Council Member Smith
NAYS: None

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MOTION PASSED

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 Landfill Budget for the Purpose of Purchasing a Bulldozer; Providing for Severability; 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 Yanez.

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

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MOTION PASSED

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 General Fund Budget for the Purpose of Conducting a Compensation Market Study; Providing for Severability; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Ornelas 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
NAYS: None

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MOTION PASSED

Consideration and Possible Action to Authorize the City Manager to Negotiate and Execute an Agreement to conduct a Compensation Market Study with Evergreen Solutions, LLC.

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned agreement, 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
NAYS: None

7
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MOTION PASSED

Consideration and Possible Action to Authorize the City Manager to Negotiate and Execute a Lease for a Term of Up to 50 Years with Vero Fiber Networks, LLC for the Parcel Commonly Known as 405 Nolan Street, Big Spring, Texas, in the Records of

Howard County as: N 3/4' OF LT 8 ALL LT 9 BK 32 ORIGINAL TOWN 87.5X140
PARKING LOT FOR BIG SPRING POLICE DEPT 0533 BLK/TRACT 32 0.283 ACRES

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

Discussion and Possible Acceptance of 2024 Parks Master Plan

Hayley Lewis, Community Services Director, reported that a resolution needed to be brought back to Council for approval of the 2024 Parks Master Plan and an updated copy will be attached. No action taken at this time.

Discussion and Possible Action Regarding Russ McEwen Family Aquatic Center Grant Funded Capital Projects.

MOTION WAS MADE BY Council Member Smith to approve the capital projects for the Russ McEwen Family Aquatic Center, 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

Discussion and Possible Action to Direct Staff to Draft an Ordinance to Amend the Budget to Add One Full Time Equivalent (FTE) at the Sports Complex

MOTION WAS MADE BY Council Member Tompkins to direct staff to do a budget amendment to add one full time equivalent at the Sports Complex, seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald, Council Member Tompkins, Council Member Smith **5**

NAYS: Mayor Moore, Council Member Hughes **2**

MOTION PASSED

Council Input

Input

Mayor Pro Tem reported that he has received several calls about loose dogs in the Banks Addition; and he appreciates the citizens for their concerns and reaching out to him

Council Member Yanez thanked the Code Enforcement department

Council Member Hughes explained his recent vote against the addition of a new staff member to the sports complex and not being able to give the public safety departments a raise

Council Member McDonald announced that tickets are available for the Feb. 24th Texas Forever

Council Member Tompkins thanked staff for getting grants; Would like to visit with Sandy on budget; He has been receiving good reviews on the animal coordinator; Notice to Kentwood residence that there will some road construction going on
Council Member Smith thanked Mr. Bowles for getting the bailer going for recycling cardboard; Thanked staff for their professionalism; Asked Jay to help with the applicants; Should be the owners responsibility for loose dogs

Adjourn

Mayor Moore adjourned the City Council meeting at 7:40 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, January 16, 2024, 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 5:19 p.m. Tuesday, January 16, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on January 12, 2024, to Board of Directors, the news media, and duly posted on January 12, 2024, 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 Regular Board Meeting on Tuesday, January 16, 2024, 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 November 21, 2023, Regular Meeting, Consideration/Action to Approve November and December Investment Report and Financials, Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

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

Directors Absent:

Mr. Cody Williams- Vice President
Mr. Brent Strande

Staff Present:

Mr. Mark Willis,
Ms. Teresa Morris

Guests that signed in: Diana Juarez, Clarissa Teichman, Julie Duke

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

Ms. Scott called the meeting to order at 5:17 p.m. Mr. Armstrong led the invocation and pledge.

ACTION ITEM #2- Public Comment:

None

AGENDA ITEM #3- Action on Minutes of the November 21, 2023 Regular Meeting:

Ms. Scott presented the Minutes. The motion to accept the Minutes was made by Mr. De La Garza seconded by Mr. Benavides. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #4- Consideration/Action to Approve November and December Investment Report and Financials

Mr. De La Garza presented the investment report and financials and made a motion to approve seconded by Mr. Armstrong. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Directors Report:

Projects: EDC staff met with the Cross Ell Board Chair to discuss potential issues with the potential land purchase agreement and came to positive consensus on those issues. EDC staff and the City Attorney's staff met and reviewed the edits suggested by Cross Ell to the various agreements associated with establishing the new Crossroads Business Park and are formulating responses. No substantial problems are expected. Samsung's legal department is reviewing proposed agreements with Howard County and Howard College concerning potential incentives associated with the estimated \$100 million battery storage project they have proposed. The EDC director completed mandatory sales tax training. The EDC director joined

High Ground member for the annual Austin Allies trip to the capital. The EDC is still waiting for data associated with potential projects at the Airpark to be analyzed for potential incentive consideration. The EDC staff is working with Howard College to coordinate the annual Howard County Summit, scheduled for 1:30, February 7th on the campus. Meetings: The Director did two monthly radio interviews. The Director and Associate Director attended an Airpark stakeholders meeting. The EDC Director participated in 6 City staff meetings. The EDC Director participated in three City Council meetings. The EDC Director attended one County Commissioner's workshops and one regular meeting. The EDC Director attended the monthly Chamber Board Meeting. The Associate Director attended the Chamber of Commerce Business Roundtable monthly meeting. The Associate Director attended the FCI community shareholders meeting. The next Board meeting is tentatively scheduled for February 20th.

ACTION ITEM #6- 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.

Ms. Scott adjourned the Board into Executive Session @ 5:25 pm., January 16, 2024
Ms. Scott called the Executive Session to order at 5:26 pm., January 16, 2024
Ms. Scott adjourned out of executive session at 5:44pm., January 16, 2024
Ms. Scott reconvened into open session at 5:45 pm., January 16, 2024

AGENDA ITEM #7- Action as a Result of Executive Session:

Motion to authorize the Executive Director to negotiate payroll management with the City of Big Spring was made by Mr. Benavides, seconded by Mr. Armstrong. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

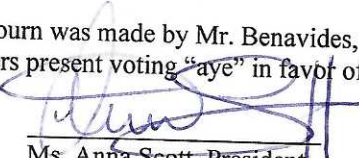
AGENDA ITEM #8-Board Comments: None

AGENDA ITEM #9- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Benavides, seconded by Mr. De La Garza. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:46pm on January 16, 2024.

ATTEST:


Mr. Joel De La Garza, Secretary/Treasurer


Ms. Anna Scott, President



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
November 16, 2023**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, November 16, 2023 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Russ Rutledge Robert Miller

Steven Boatenhamer Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera Mark Willis Jim Miklas

Absent: Adriel Saldivar Shane Schaffner

Item # 1

Call to Order

Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2

Review and approve minutes from October 19, 2023 meeting.

Motion to approve made by Steven Boatenhamer seconded by Russ Rutledge with all members voting “aye” for acceptance of the minutes as written.

Item # 3

Public Comment

There were no public comments at this time.

Item # 4

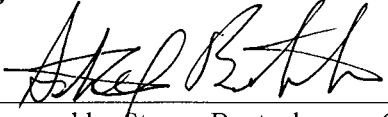
Airport Director’s Report

Mike started his report by informing the board that there will be no meeting in December. Mike explained that in the past there was no meeting in December due to lack of quorum because of the holidays. He then went on to discuss the many changes taking place on Airpark. Staff is proposing to repurpose the training facility located on the south side of airpark. They hope to make a training facility for police and fire. They will also have dormitories for those recruited here in the former Flight Academy building. The next item discussed was the status of the FBO. Mike announced that it is no longer for sale or in arears. The agreement is that they will staff the front counter by December 1st and correct any issues with the fuel trucks by December 19th.

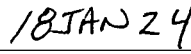
Item # 5

Next Meeting Date is January 18, 2024

Adjournment: 6:00 P.M. with Stakeholder meeting presented by Jvation to follow.



Approved by Steven Boatenhamer, Chairman



Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE BIG SPRING CITY CODE TO AMEND RESOLUTIONS 005-2023 AND 012-2023 AND THE UNDERLYING REAL ESTATE PURCHASE AGREEMENT WITH 3-D DEVELOPMENT AS AMENDED TO PROVIDE FOR A THIRD INSPECTION PERIOD; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE

WHEREAS, A change to the Real Estate Purchase Agreement with 3-D Development, LLC, a Kentucky limited liability company, to provide for a third inspection period would be in the interest of the City; and

WHEREAS, City Council finds it advisable to adopt the following resolution;

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

SECTION 1. City Council authorizes the City Manager to execute the agreement in Exhibit A, “Amendment No. 2 to Real Estate Purchase Agreement” with 3-D Development, LLC, a Kentucky limited liability company, to modify the Real Estate Purchase Agreement, dated April 18, 2023, with 3-D Development, LLC, authorized by Resolution 005-2023, and previously amended by “Amendment No. 1 to Real Estate Purchase Agreement” authorized by Resolution 012-2023.

SECTION 2. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

SECTION 3. 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.

SECTION 4. 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 5. This Resolution shall become effective immediately.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **February, 2024** 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 27th day of February, 2024 with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Exhibit A

AMENDMENT NO. 2 TO REAL ESTATE PURCHASE AGREEMENT

Amendment No. 2 to Real Estate Purchase Agreement, dated February 27, 2024 (the "**Second Amendment**"), between City of Big Spring, a Texas municipal home-rule corporation, located at 310 Nolan Street, Big Spring, Texas) ("Seller"), and 3-D Development, LLC, a Kentucky limited liability company ("Buyer"), located at P.O. Box 595, La Grange, Kentucky, 40031, and together with Seller, the "**Parties**," and each, a "**Party**").

WHEREAS, the Parties have entered into a Real Estate Purchase Agreement, dated April 18, 2023 ("**Original Agreement**"), amended by "Amendment No. 1 to Real Estate Purchase Agreement," dated August 23, 2023 ("**First Amendment**"). The Original Agreement and the First Amendment together shall be referred to herein as the "**Existing Agreement**";

WHEREAS, pursuant to Section 20 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Second Amendment have their respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Second Amendment Date (defined below), the parties agree to amend the Existing Agreement as follows:

(a) **EXTENSION OF INSPECTION PERIOD.** The parties hereby agree that the current inspection period, as referenced in Section 5.2 of the Existing Agreement is hereby extended through April 15th, 2024. In consideration of this extension, Buyer will be required to fund into escrow and cause to be released by the Title Company to the Seller, an additional Twenty-five Thousand Dollars (\$25,000.00) of earnest money, to be non-refundable, except in the case of Seller's default, and applicable to the Purchase Price. The end of this amended extension period shall be Monday, April 15th, 2024.

(b) **FULL FORCE AND EFFECT.** Except as amended and modified herein, all of the terms and provisions of the Existing Agreement shall remain in full force and effect, including, without limitation, any closing conditions or similar provisions. Without limiting the foregoing, Buyer specifically reserves all rights to terminate or extend the Closing pursuant to Section 15 of the Agreement. In the event of a conflict between the Original Agreement, the First Amendment, or this Second Amendment, that which was executed later in time shall control. Except as amended and modified herein, all of the terms and provisions of the Agreement shall remain in full force and effect.

(c) **COUNTERPARTS; EMAIL OR FACSIMILE.** The parties may execute this Second Amendment in counterparts, and by email or facsimile, each of which counterpart shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

3. Date of Effectiveness; Limited Effect. This Second Amendment will be deemed effective February 27, 2024 (the "**Second Amendment Date**"). Except as expressly provided in this Second Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Second Amendment Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, will mean and be a reference to the Existing Agreement as amended by this Second Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Second Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Second Amendment.

(b) The execution of this Second Amendment by the individual whose signature is set forth at the end of this Second Amendment on behalf of such Party, and the delivery of this Second Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Second Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Second Amendment, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to this Second Amendment, or the negotiation, execution, or performance of this Second Amendment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Second Amendment or as an inducement to enter into this Second Amendment), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

(b) The headings in this Second Amendment are for reference only and do not affect the interpretation of this Second Amendment.

(c) Reserved.

(d) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(e) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

(f) Notwithstanding any other provision in this Amendment, this Amendment will not affect the Inspection Period or the closing date.

(g) Cumulative Remedies. All rights and remedies provided in this Amendment are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

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

(i) Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this subsection shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

(j) This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(k) Any legal suit, action, or proceeding arising out of or based upon/relating to this Amendment or the transactions contemplated hereby or shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Service of process, summons, notice, or other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(l) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. 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 Amendment 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.

6. Governmental Immunity.

6.1 Seller's execution of this Amendment represents a proprietary function of Seller (the City of Big Spring, Texas) for which Tex. Loc. Gov't Code Chapter 101 does not apply. This Amendment is a contract as defined by Tex. Loc. Gov't Code Section 271.151(2)(A) for which the Texas Legislature has expressly waived immunity from suit pursuant to Tex. Lo. Gov't Code Section 271.152 for the purpose of adjudicating a claim for breach of the contract, including specific performance, that arises out of this Amendment. Buyer's damages, if any, shall be limited in accordance with Tex. Loc. Gov't Code Section 271.153.

Notwithstanding the foregoing, nothing herein prohibits the Buyer from seeking a declaratory judgment concerning the construction or validity of this Amendment pursuant to Tex. Civ. Prac. & Rem. Code Section 37.004.

6.2 Notwithstanding the limited waiver of governmental immunity stated in Section 25.1 above, the Seller (the City of Big Spring, Texas) expressly retains all other rights to and privileges of governmental immunity from suit, damages and limitations of liability and damages available to Seller in accordance with Texas law.

6.3 Nothing in this Amendment 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 executed this Amendment as of the date first written above.

SELLER: CITY OF BIG SPRING, A TEXAS MUNICIPAL CORPORATION

By: _____

Name: Todd Darden

Title: City Manager, City of Big Spring, Texas

Date of Execution: _____, 2023

BUYER: 3-D DEVELOPMENT LLC, A KENTUCKY LIMITED LIABILITY COMPANY

By: _____

Name: Patrick Davis

Title: President/Member

Date of Execution: _____, 2023



Memorandum

To: Honorable Mayor, City Council, and City Manager

From: Chad Williams, Chief of Police

Date: February 7, 2024

Subject: Permission and Resolution to Seek Edward Byrne Memorial Justice Assistance Grant

The Big Spring Police Department is seeking permission to apply for the Edward Byrne Memorial Justice Assistance Grant. This grant requires a 0% match from the City of Big Spring. A resolution is also required for this grant application.

The Department is seeking this grant for a 2024 Ford Transit SWAT Transport van to be assigned to the Big Spring Police Department/Howard County Sheriff's Office SWAT/Emergency Response Team and Negotiators for the purpose of responding to emergency situations. This vehicle will be replacing SWAT's current unit which is a 2004 Freightliner Van that was transferred to the Police Department from Fire and EMS that was converted from an ambulance to a SWAT vehicle over 10 years ago. The total value of the grant would be approx. \$116,050.00.

Your consideration in this matter is greatly appreciated.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING AND APPOINTING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM TO SECURE FUNDING FOR A SWAT TRANSPORT VAN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Big Spring Police Department currently utilizes a 2004 Freightliner Van for the purpose of responding to emergency situations; and

WHEREAS, the Big Spring City Council finds it in the best interest of the Police Department to seek this funding for the purchase of purchase of a 2024 Ford Transit SWAT Transport Van; and

WHEREAS, this is a 0% match grant, and the value of the grant funds the City seeks total approximately \$116,050.00; and

WHEREAS, the Big Spring City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Big Spring City Council designates 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 Edward Byrne Memorial Justice Assistance Grant Program to secure funding for the purchase of a SWAT Transport Van.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the **13th** day of **February, 2024**, with all members present voting "aye" for passage of the same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the 27th day of February, 2024, with all members present voting “aye” for passage of the same.

Robert H. Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

Date: February 13, 2024

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

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

Re: Consideration for supporting a resolution associated with the acceptance of a grant from the Texas Department of Transportation for airport improvements and associated budget amendment

The Texas Department of Transportation has offered the City of Big Spring a Grant for Airport Improvements. The improvements include the striping and marking of the airport runways and taxiways, and it is on a 90/10 cost share basis. The estimated costs associated with this project are \$870,000, with the city's 10% share being \$87,000.

The current striping and markings on the airport are obscured and lack the necessary bead to aid in the markings being reflective. This is a much-needed improvement for McMahon-Wrinkle Airport that will prove to enhance the safety of our airport users. The project will go to the State Commission in March and the project will be completed during the summer of 2024.

In addition, to the striping and marking project the Texas Department of Transportation has indicated their support for our next two airports projects on a 90/10 cost share basis as well. Those projects include reconstructing Runway 06/24 with an estimated cost of \$1,815,000 and an Airport Electrical and Lighting Upgrade Project with an estimated cost of \$6,475,520. Those projects will be funded through separate future grants, the first of which will be the Runway 06/24 reconstruction project that will go through design in FY 2025 and construction in FY 2026.

Items 26 and 28 on today's agenda are germane to this effort and staff recommends the City Council approve of the action.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS ACCEPTING A GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR THE FUNDING OF STRIPING AND MARKING ON THE RUNWAY AND TAXIWAYS AT THE McMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring intends to make certain improvements to the McMahon-Wrinkle Airport and Industrial Park; and

WHEREAS, the City of Big Spring intends to request financial assistance from the Texas Department of Transportation (TxDOT) for these improvements; and

WHEREAS, the total design and construction project costs available is \$870,000.00 and the City of Big Spring will be responsible for at least 10% of the total project costs of \$87,000.00;

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

SECTION 1. The City of Big Spring hereby directs the City Manager to execute on behalf of the City of Big Spring, at the appropriate time, and with the appropriate authorizations of this governing body, all agreements with the Texas Department of Transportation (TxDOT), and such other parties as shall be necessary and appropriate for the implementation of the improvements to the McMahon-Wrinkle Airport and Industrial Park.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the **13th** day of **February, 2024**, withal members present voting “aye” for passage of same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the **27th** day of **February, 2024**, with all members present voting “aye” for passage of the same.

Robert H. Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING Z-23-01, AMENDING THE BIG SPRING ZONING ORDINANCE BY REZONING APPROXIMATELY 3.450 ACRES OF LAND IN SECTION 32, BLOCK 33, T-1-S, T&P RR. CO. SURVEY, BIG SPRING, HOWARD COUNTY, TEXAS, FROM GENERAL RESIDENTIAL (GR) TO HEAVY COMMERCIAL (HC); PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, The Planning and Zoning Commission held a public hearing to solicit public comment during a regular meeting on December 5, 2023; and

WHEREAS, In the Zoning Ordinance, District HC is notated as Heavy Commercial District, and the proposed use is commercial in nature; and

WHEREAS, the Planning and Zoning Commission voted 5-0 to recommend that this zone change application be approved; and

WHEREAS, the City Council held a public hearing during a regular meeting on February 13, 2024; and

WHEREAS, the City Council has considered this request and has determined that approval is in the best interest of the City;

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

SECTION 1. The City Council hereby authorizes; a rezone of approximately 3.45 acres located at: 3.450 Acres of Land in Section 32, Block 33, T-1-N, T&P Ry. Co. Survey, Big Spring, Howard County, Texas, and particularly described by metes and bounds in a certain deed recorded in the records of Howard County, Texas at volume 734 page 200, from General Residential District (GR), to Heavy Commercial District (HC) and such change is hereby approved as an amendment to the Zoning Ordinance.

SECTION 2. The City of Big Spring Zoning Map shall be amended to reflect the zoning designation of the above-described property as HC Heavy Commercial District.

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

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

SECTION 5. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance twice as required by law.

SECTION 6. This Ordinance shall become effective upon its second publication.

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was adopted is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

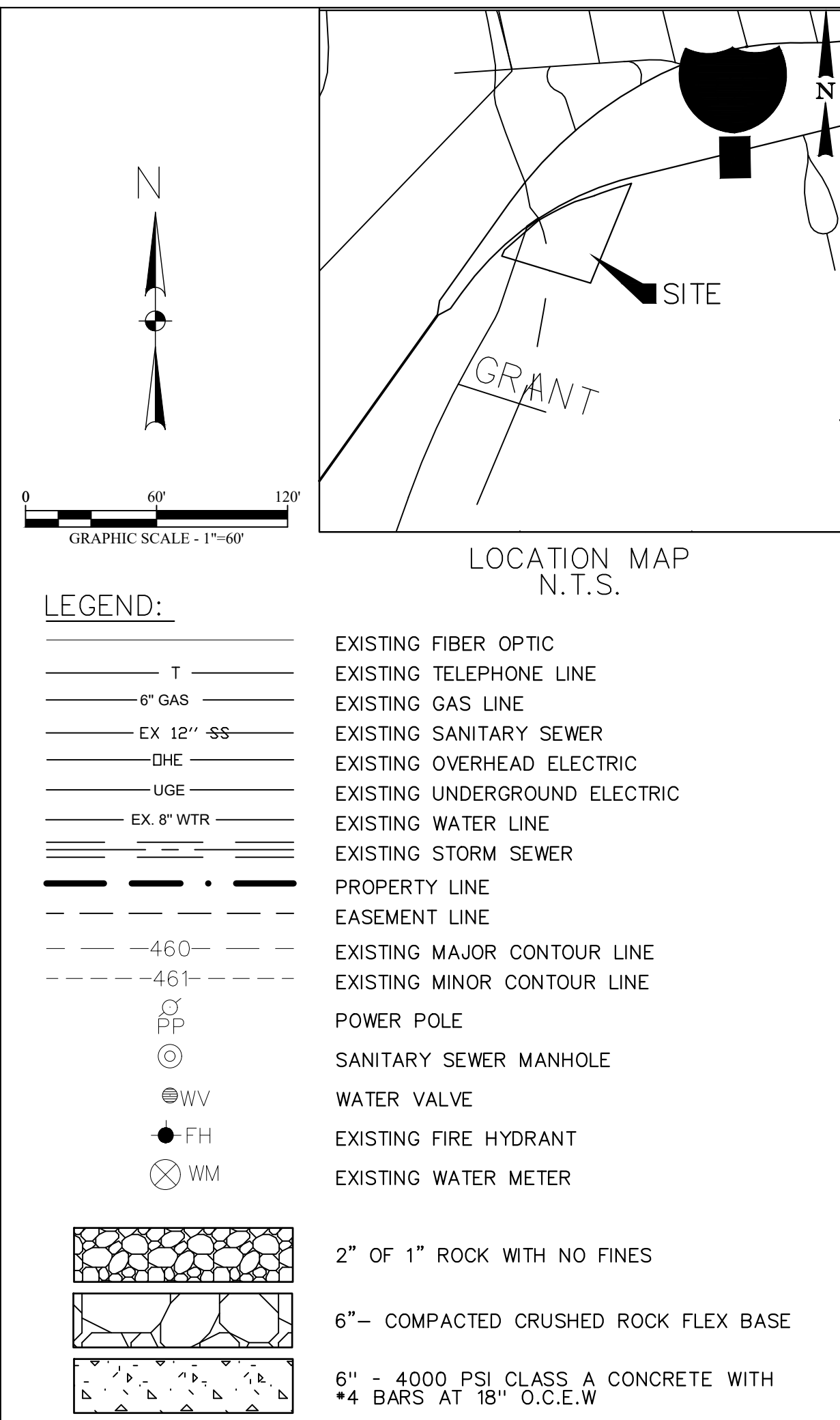
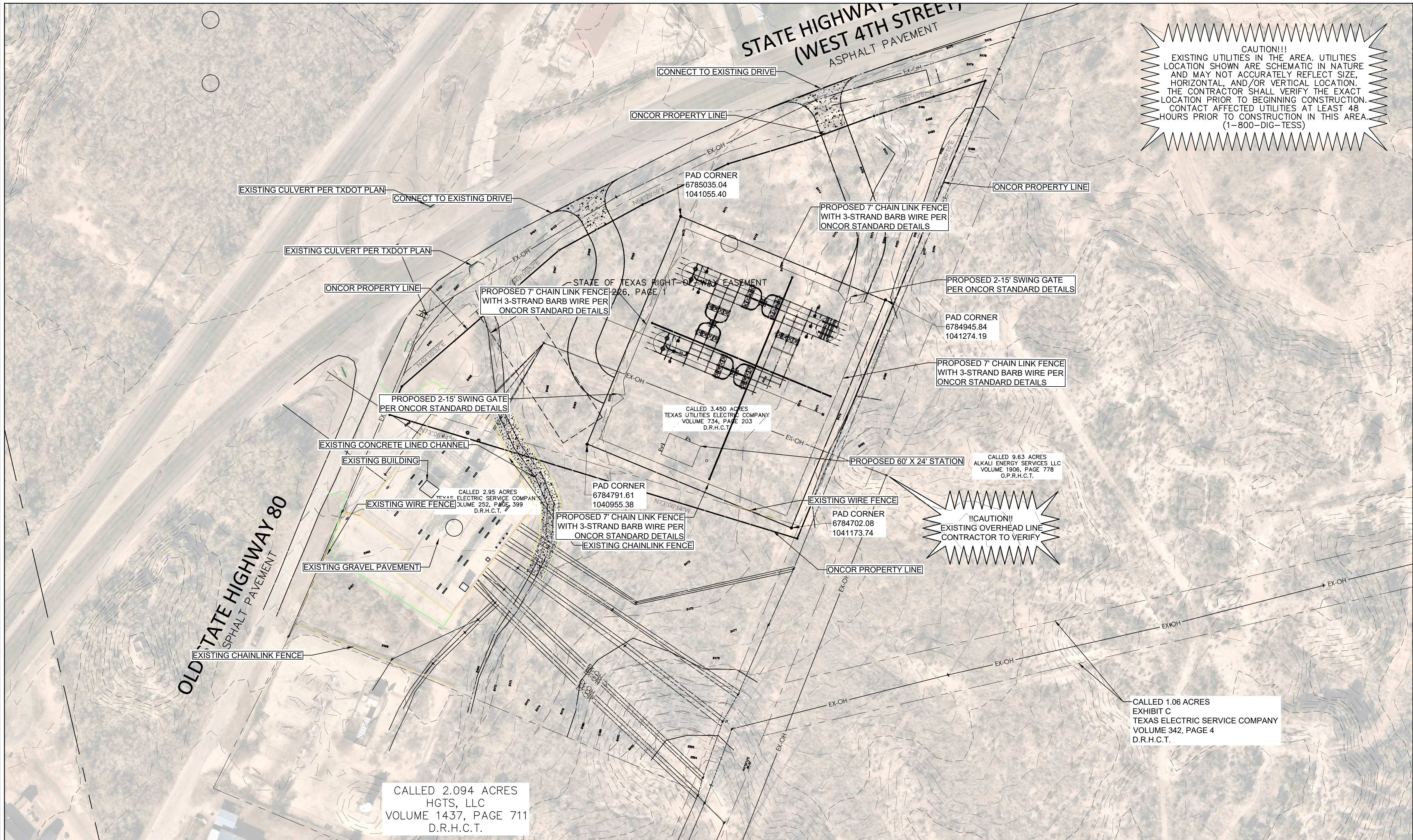
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **February, 2024**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **27th** day of **February, 2024**, with all members present voting "aye" for the passage of same.

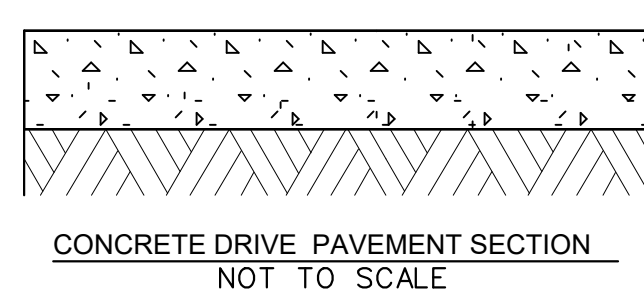
Robert H. Moore, III, Mayor

ATTEST:

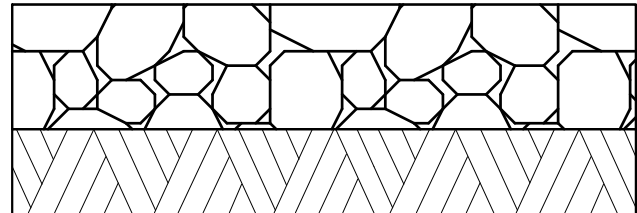
Tami L. Davis, City Secretary



- NOTES:
1. ALL EXISTING UTILITIES ARE SHOWN SCHEMATICALLY AND ARE FOR THE CONTRACTORS GUIDANCE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE, AND MATERIAL OF ALL UTILITIES AFFECTED BY CONSTRUCTION. CONTRACTOR SHALL CONTACT ALL AFFECTED UTILITIES 48 HRS PRIOR TO CONSTRUCTION.
 2. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE CITY DESIGN STANDARDS AND SPECIFICATIONS AND ONCOR PROJECT SPECIFICATIONS AND STANDARDS.
 3. ALL DIMENSIONS ARE FROM FACE OF CURB/EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 4. ALL GRADES AND SPOTS ARE FINISHED GRADES UNLESS OTHERWISE NOTED.
 5. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE 4202. HORIZONTAL DATUM IS NAD83 (2011 ADJUSTMENT). VERTICAL DATUM IS NAVD88 USING GEOID 18 MODEL. GRID TO SURFACE SCALE FACTOR IS HOWARD COUNTY.

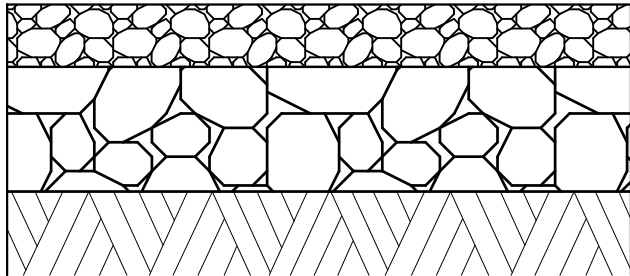


6" - 4000 PSI CLASS A CONCRETE WITH #4 BARS AT 18" O.C.E.W
6" MIN SCARIFIED AND RE-COMPACTED SUBGRADE (95% STD. PROCTOR)



DRIVE PAVEMENT SECTION
NOT TO SCALE

6" - COMPACTED CRUSHED ROCK FLEX BASE
6" MIN SCARIFIED AND RE-COMPACTED SUBGRADE (95% STD. PROCTOR)



SUBSTATION PAD PAVEMENT SECTION
NOT TO SCALE

2" OF 1" ROCK WITH NO FINES
6" - COMPACTED CRUSHED ROCK FLEX BASE
6" MIN SCARIFIED AND RE-COMPACTED SUBGRADE (95% STD. PROCTOR)

GENERAL SITE DATA	EXISTING	PROPOSED
LAND USE (FROM ZONING ORDINANCE)	General Residential	Heavy Commercial
LOT AREA (SQUARE FEET & ACRES)	150,282 SF / 3.45 AC	150,282 SF / 3.45 AC
BUILDING FOOTPRINT AREA (SQUARE FEET)	N/A	N/A
TOTAL BUILDING AREA (SQUARE FEET)	N/A	N/A
BUILDING HEIGHT (# STORIES)	N/A	N/A
BUILDING HEIGHT (FEET- DISTANCE TO TALLEST BUILDING ELEMENT)	N/A	N/A
LOT COVERAGE (PERCENT - x.xx%)	0.00%	0.00%
FLOOR AREA RATIO (RATIO x.xx:1)	0:1	0:1
EXISTING OPEN STORAGE (SQUARE FEET)	N/A	N/A
PROPOSED OPEN STORAGE (SQUARE FEET)	N/A	N/A
MULTIFAMILY UNITS		
# OF STUDIOS / MINIMUM SQUARE FEET	N/A	N/A
# OF 1 BEDROOM / MINIMUM UNIT SIZE	N/A	N/A
# OF 2 BEDROOM / MINIMUM UNIT SIZE	N/A	N/A
# OF 3 BEDROOM / MINIMUM UNIT SIZE	N/A	N/A
TOTAL UNIT COUNT	N/A	N/A
PARKING		
PARKING RATION (FROM ZONING ORDINANCE)	N/A	N/A
REQUIRED PARKING (# SPACES)	1 SPACE	N/A
PROVIDED PARKING (# SPACES)	1 SPACE	N/A
ACCESSIBLE PARKING REQUIRED (# SPACES)	N/A	N/A
ACCESSIBLE PARKING PROVIDED (# SPACES)	N/A	N/A

BENCHMARKS				
#	NORTHING	EASTING	ELEVATION	DESCRIPTION
10001	XXXXXXXX.XX	XXXXXXXX.XX	XXX.XX	BM-1
10002	XXXXXXXX.XX	XXXXXXXX.XX	XXX.XX	BM-2

OWNER/DEVELOPER
ONCOR ELECTRIC DELIVERY COMPANY
777 MAIN STREET, SUITE 707
FORT WORTH, TX 76102
CONTACT: SETH SAMPSON
TEL: (817) 215-6807
EMAIL: seth.sampson@oncor.com

ENGINEER
HALFF ASSOCIATES, INC.
3803 PARKWOOD BLVD., SUITE 800
FRISCO, TX. 75034
CONTACT: TRAVIS J. YANKER, P.E.
TEL: (214) 937-3937
EMAIL: tyanker@halff.com

SURVEYOR
DUNAWAY ASSOCIATES, LLC.
550 BAILEY AVENUE
FORT WORTH, TX 76107
CONTACT: KEVIN JUNG
TEL: (817) 335-1121
EMAIL: kjunge@dunaway.com

**ONCOR ELECTRIC
DELIVERY COMPANY**
ONEMILE SWITCHING STATION
BIG SPRINGS, TEXAS



Revision No.	Date	Description

PRELIMINARY
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:
TRAVIS J. YANKER 141922
NAME P.E. NO.
DATE 8/31/23
TBPELS Engineering Firm #312

Project No.:	55382
Issued:	
Drawn By:	CAD
Checked By:	TJY
Scale:	AS NOTED
Sheet Title	SITE PLAN
C1.01	
Sheet Number	

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 TRANSFERRING CAPITAL FUNDS INTO EXPENSE ACCOUNTS FOR THE PURPOSE OF LEASING VEHICLES THROUGH THE ENTERPRISE LEASE PROGRAM FOR VARIOUS DEPARTMENTS; 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 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 desire 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 THAT:

SECTION 1. 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 increasing various expense accounts by the amount of \$201,407.58 and decreasing the same amount from the capital accounts (see attached spreadsheet) for the purpose of leasing the vehicles through the Enterprise Lease Program.

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 **13th** day of **February, 2024** 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 **27th** day of **February, 2024** 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

BUDGETED CAPITAL & IMPROVEMENTS
Fiscal Year 2022-2023
Fleet Vehicles

Dept#	Department	Vehicle		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
320	Streets	2024 Chevrolet Silverado 1500	1/2 Ton Pickup	1		48,536.50	24,189.00	556.49	5,008.41	6,677.88	6,677.88	1,669.47	44,222.64
610	Airpark	2023 Ford F-350 Chassis	1 Ton Pickup	1		67,233.50	33,537.50	764.52	6,880.68	9,174.24	9,174.24	2,293.56	61,060.22
705	Water Treatment Plant	2023 Ford F-250	3/4 Ton Pickup	1		64,875.38	32,358.44	737.75	6,639.75	8,853.00	8,853.00	2,213.25	58,917.44
705	Water Treatment Plant	2023 Ford F-150	1/2 Ton Pickup	1		42,158.70	21,000.10	479.68	4,317.12	5,756.16	5,756.16	1,439.04	38,268.58
740	Wastewater Treatment	2023 Ford F-250	3/4 Ton Pickup	1		64,383.50	32,112.50	729.55	6,565.95	8,754.60	8,754.60	2,188.65	58,376.30
745	Material Control	2023 Ford F-150	1/2 Ton Pickup	1		47,938.63	23,890.07	545.34	4,908.06	6,544.08	6,544.08	1,636.02	43,522.31
Total:				6	-	335,126.21	167,087.61		34,319.97	45,759.96	45,759.96	11,439.99	304,367.49

Budget Amendment			
	6401	5515	
320	002-022-320-	Streets	(29,197.41) 29,197.41
610	410-021-610-	Airpark	(40,418.18) 40,418.18
705	405-021-705-	Water Treatment Plant	(38,998.19) 38,998.19
705	405-021-705-	Water Treatment Plant	(25,317.22) 25,317.22
740	405-021-740-	Wastewater Treatment	(38,678.45) 38,678.45
745	405-021-745-	Material Control	(28,798.13) 28,798.13
			(201,407.58) 201,407.58



CITY OF
Big Spring

MEMORANDUM

Date: February 7, 2024

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

From: Shane Bowles, Public Works Director

Re: SCADA Improvements

The City of Big Spring is requesting a budget amendment for the TDA grant on Runnels St. This grant was awarded after budgets were finalized and was not included in the original budget. The City Council awarded the project bid in January of 2024 knowing that the project did come in over budget. Promising to bring back a budget amendment, in total we are requesting that \$250,000 be added to Utility's Budget. The budget for the project includes the \$70,000 match for the grant as well as the \$180,000 needed to cover the difference for the grant amount of \$350,000 and the awarded bid amount of \$530,000. The project scope includes engineering services for design, bidding, and construction review for improvements to the City's water line on Runnels St. from 11th to 18th. This will further improve the city's infrastructure and reduce the number of leaks.

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 TO PROVIDE FOR THE CITY'S MATCHING SHARE OF THE CDBG GRANT CDV21-1065; 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 grant was not awarded until after the budget had been approved; and

WHEREAS the City's matching share which was \$70,000 will be increased due to the project's budget overruns.

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 increasing account 409-021-710-6316-007 Distribution Lines CDBG Grant CDV21-0164 by \$250,000. The City's original matching share of \$70,000 and an additional \$180,000 for budget overruns. 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 13th day of February, 2024 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 27th day of February, 2024 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



MEMORANDUM

Date: February 8, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Request for Approval - Bulldozer

In 2023, the City of Big Spring abated 129 substandard structures. The demolition debris from abatements is being disposed of at the old landfill and we have outsourced the daily cover to a local contractor at a cost of approximately \$12,000.00 per month. The increased activity in the accumulated items abatement program will increase trash disposal and third-party service costs will increase.

We are requesting a budget amendment to purchase a bulldozer from Yellowhouse Machinery of Midland, Texas for \$175,000.00. The submitted quote is a BuyBoard Cooperative vendor. This equipment will allow City landfill employees to provide daily cover that will reduce costs in the long term. The dozer can also be utilized for other projects such as drainage cleanup and land maintenance at the new landfill.

Staff Recommendation: Due to the price and uncertainty in the current supply chain, we are requesting that City Council accept the formal quote from Yellowhouse Machinery and approve the purchase of the bulldozer. The quoted bulldozer is available immediately.

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 LANDFILL FUND BUDGET FOR THE PURPOSE OF PURCHASING A BULLDOZER; 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 Landfill 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 Landfill 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 \$175,000.00 to account 440-025-350-6311-000 Machinery and Equipment for the purpose of purchasing a bulldozer. The net increase will be funded through the landfill 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 13th day of February, 2024 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 27th day of February, 2024 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



INTEROFFICE MEMORANDUM

Date: February 7, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Compensation Study

Due to a high number of vacancies in public safety departments, the City Council directed city staff to research ways in which the city could increase recruitment and retention of employees. To examine the current compensation plan and structure, we would like to conduct a compensation market study. It is recommended that a compensation study or survey be conducted every other year to ensure competitiveness for existing and future employees. While we have participated in salary surveys for other municipalities, the last full classification and compensation study for the City of Big Spring was completed in 2014.

We are requesting a budget amendment of \$35,600.00 to recruit a firm to conduct the compensation study. Originally, these funds were to be presented in the next budget cycle, but due to current employee market conditions, we are asking for approval to include this program in the 2024-25 budget process.

Evergreen Solutions, LLC has been selected to work in conjunction with our Human Resources team to perform a full compensation study for both public safety and civilian employees. They are familiar with the Permian Basin, having recently completed a compensation study for the City of Odessa. The study will include a review of our compensation policies and processes, salary structure, and market competitiveness. Our goal is to administer pay better, align our salary structure with the current job market, and increase recruitment and retention of employees. The study will take approximately 90 days to complete.

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 GENERAL FUND BUDGET FOR THE PURPOSE OF CONDUCTING A COMPENSATION MARKET STUDY; 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 General 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 General 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 \$35,600 to account 002-003-160-5521-000 for the purpose of conducting a compensation market study. 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 **13th** day of **February, 2024** 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 **27th** day of **February, 2024** 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: February 23, 2024

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

From: Shane Bowles, Public Works Director

Re: Wastewater Plant Lighting

The City of Big Spring is seeking to award a contract to Qualite Sports Lighting, LLC for \$89,080.00 for the purpose of lighting at the wastewater plant. This project is a budgeted project coming under budget, utilizing TIPS-USA. We have had issues in seeing certain areas of the plant at night and this will allow for night operators to walk around the plant at night and not be worried about tripping or falling. This contract will install 36 450-Watt flood lights and 17 50-Watt wall lights. It is our recommendation to award the installation of the 53 lights.



INTEROFFICE MEMORANDUM

Date: February 21, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: Albert Belez, Purchasing Agent
Subject: Request for Approval – Zero Turn Mower

At the request of the City's Cemetery Department, the Purchasing Department sought out pricing and availability for 1 (one) 72" John Deere Z950m Zero Turn Mower. We received three quotes, the lowest quote of \$12,507.88 was from South Plains Implement of Tornillo, Texas. The submitted quote is a Sourcewell Cooperative quote.

Funding

The funds are budgeted in the Cemetery Fund which is an "Enterprise Fund". This item has an approved budget of \$18,000 the purchase is \$5,492.12 underbudget.

Justification

Mount Olive Cemetery currently employs two employees and there are two mowers assigned to the cemetery. Unit 9451, a 2012 Grasshopper mower, had an engine failure last year and is not repairable. The unit was retired, and staff budgeted for a replacement this budget year.

Staff Recommendation

At this time, city staff would respectfully request that the Council accept the formal quote from South Plains Implement and proceed with the purchase. The estimated time of delivery would be April 15th, 2024.

A bid tabulation is provided below for your review and consideration.

Vendor	Estimated Cost
South Plains Equipment/John Deere	\$12,507.88
Professional Turf Products/Toro	\$13,990.75
Moridge Manufacturing/Grasshopper	\$19,507.50

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG
SPRING, TEXAS ADOPTING A NEW MASTER PARKS PLAN; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Big Spring adopted Resolution No.19-99 in 1999, adopting the City of Big Spring Master Parks Plan; and

WHEREAS, In 2016, in Resolution No. 009-2016, City Council adopted the 2030 Comprehensive Plan for the City of Big Spring; and

WHEREAS, residents of the City of Big Spring were engaged through online surveys, public hearings and committee participation to identify community priorities, transformative projects, and supporting strategies for the future redevelopment, growth and management of the City's Parks, Recreation and Open Space; and

WHEREAS, the 2024 Master Parks Plan was brought before the City Council and residents of the City of Big Spring for a first public hearing on January 27, 2024, and thereafter brought before the City Council and residents of the City of Big Spring for a second public hearing on February 13, 2024; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Big Spring and its residents to adopt the 2024 Master Parks Plan to replace the 1999 Master Parks Plan;

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

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. The Final Master Parks Plan Report and Appendices, a copy of which is available at the City Secretary's Office, is hereby approved and adopted as the 2024 Master Parks Plan, to replace the 1999 Master Parks Plan.

SECTION 3. The adoption of this 2024 Master Parks Plan supersedes the 1999 Master Parks Plan to the extent their provisions may conflict.

SECTION 4. This 2024 Master Parks Plan for the City of Big Spring is hereby incorporated as part of the City's 2030 Comprehensive Plan.

SECTION 5. 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 6. This Resolution shall become effective immediately.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 27th day of February, 2024 with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 12th day of March, 2024 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DECLARING THE UNOPPOSED CANDIDATE IN THE MAY 4, 2024 GENERAL ELECTION FOR CITY COUNCIL MEMBER, DISTRICT 2 AS ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION FOR CITY COUNCIL POSITION FOR CITY COUNCIL MEMBER, DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election was called for May 4, 2024, for the purpose of electing City Council Members for Districts 2, 4 and 6; and

WHEREAS, the City Secretary has provided certification (Exhibit A) to the Mayor and City Council Members that the City Council Position for District 2 is unopposed for election to office;

WHEREAS, no candidate's name has been placed on the list of write-in candidates for this office under applicable law; and

WHEREAS, pursuant to the provisions of Section 2.051 of the Texas Election Code, the governing body of the City of Big Spring, Texas, may by resolution declare an unopposed candidate elected to office;

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

SECTION 1. The following candidate, who are unopposed in the May 4, 2024 general election, are declared elected to office, and shall be issued certificates of election in the same manner as provided for a candidate elected at an election.

City Council District 2 Diane Yanez

SECTION 2. The May 4, 2024 general election is canceled for City Council District 2 and a copy of this resolution shall be posted on election day at the polling place that would have been used in the election.

SECTION 3. This resolution shall take effect upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring on the 27th day of February, 2024, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council of the City of Big Spring on the 12th day of March, 2024, with all members present voting “aye” for passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS SIN OPOSICIÓN

To: Robert H. Moore III, Mayor and City Council Members
Para: Robert H. Moore III, Alcalde y Concejales de la Ciudad

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates for election to office for the general election scheduled to be held on May 4, 2024, are unopposed.

Como autoridad responsable de tener preparada la boleta oficial, certifico que los siguientes candidatos para la elección del cargo para las elecciones generales programadas para el 4 de mayo de 2024, no tienen oposición.

List offices and names of candidates:
Lista de oficinas y nombres de candidatos:

Offices (Oficinas)

Candidates (Candidatos)

City Council Member, District 2

Diane Yanez

Tami L. Davis, City Secretary

Date of Signing (Fecha de la firma)

(Seal) (Foca)



INTEROFFICE MEMORANDUM

Date: February 27, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Additional Staff Position – Sports Complex

During our previous council meeting the City Council directed staff to present a budget amendment for an additional FTE at the Sports Complex. The estimated cost for FY 23-24 is \$24,830 (pro-rated for seven months); the cost for a full year is estimated at \$43,000.00.

This will be an expense to the General Fund and will come out of the fund balance.

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 GENERAL FUND BUDGET FOR THE PURPOSE OF ADDING A POSITION TO THE SPORTS COMPLEX STAFF; 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 General Fund budget 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 General 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 \$24,830.00 to the Sports Complex salaries budget for adding a staff position for the remaining seven months of the fiscal year. The net increase will be funded through unrestricted 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 27th day of February, 2024 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 12th day of March, 2024 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 24 OF THE BIG SPRING CITY CODE ENTITLED “FIRE PREVENTION AND PROTECTION,” ARTICLE II, “FIRE AND RESCUE SERVICE FEES,” SECTION 24-21 “ASSESSMENT OF FEES FOR SERVICES” AND SECTION 24-22, “FEE SCHEDULE” ADJUSTING FEES FOR RESCUES, FIRE INVESTIGATIONS, WATER AND BACK COUNTRY INCIDENTS, AND FIRES OUTSIDE OF CITY LIMITS; 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 24 entitled “Fire Prevention and Protection,” Article II entitled “Fire and Rescue Service Fees,” Section 24-21” entitled “Assessment of fees for services,” is hereby amended in part as follows:

Sec 24-21. – Assessment of fees for services.

~~The city shall assess and collect fees for certain services rendered by the fire department. The fees for use of equipment and supplies equipment, supplies and fire services set out in section 24-22 shall be assessed and collected when such equipment and/or supplies are used in connection with the following events or incidents:~~

- ~~(1) Vehicle fires;~~
- ~~(2) Vehicle accidents;~~
- ~~(3) Hazardous material spills or releases; and~~
- ~~(4) Rescues or rescue attempts at low water crossings or other rescues performed by the fire department.~~

(1) The Fire Department shall initiate mitigation rates for the delivery of all emergency and non-emergency services by the fire department for personnel, supplies, equipment and fire services to the scene of certain emergency and non-emergency incidents as stated in subsection (b). The mitigation rates shall be as listed in Section 24-22 of this article. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable.

(2) Mitigation rates apply to the following incidents:

- (a) Vehicle fires;

- (b) Vehicle accidents;
- (c) Hazardous material spills or releases;
- (d) Rescues or rescue attempts at low water crossings or other rescues performed by the fire department; and
- (e) Fire investigation;
- (f) Fire services for illegal fires;
- (g) Water incidents;
- (h) Back country or special rescue;
- (i) Gas leaks
- (e) Fire services provided to persons outside of the city limits.

(3) A claim shall be filed to the responsible party(ies) through their insurance carrier. In some circumstances, the responsible party(ies) will be billed directly.

(4) The City Manager, or the Fire Chief with the City Manager's approval, may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not inconsistent with this article, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 2. The Big Spring City Code, Chapter 24 entitled "Fire Prevention and Protection," Article II entitled "Fire and Rescue Service Fees," Section 24-22, entitled "Fee Schedule," is hereby amended in part as follows:

Sec. 24-22. Fee schedule.

The following fees shall be assessed and collected for the use of ~~equipment and supplies~~ equipment, supplies and fire services as specified in section 24-21. Fees listed are charged per incident unless otherwise noted.

(1) ~~Vehicles.~~ Reserved.

Vehicle Type	Apparatus	Fee Per Hour
1	Battalion Chief (Unit 11)	\$200.00
1	Rescue (Heavy)	\$600.00
1	Brush truck (Unit 10)	\$400.00
4	Command car/truck	\$200.00
1	Engines 1—5 (E-1—E5)	\$500.00

(2) Hand tools.

Tool	Fee
Flathead axe	\$17.00
Pickhead axe	\$17.00
Long pike pole	\$17.00
Sheetrock pike pole	\$17.00
Short pike pole	\$17.00
Pry axe	\$17.00

Haligan tool	\$17.00
Bolt cutters	\$17.00
Pry bar	\$17.00
Fire rake	\$17.00
Shovel	\$17.00
Scoop	\$17.00
Broom	\$12.00
Misc. hand tool	\$12.00

(3) Fire equipment.

Tool	Fee
Foam nozzle	\$55.00
Foam eductor	\$50.00
AFFF foam	\$40.00 per/gal.
Class A foam	\$25.00 per/gal.
Piercing nozzle	\$40.00
M/S fog nozzle	\$55.00
M/S straight bore nozzle	\$30.00
Salvage cover	\$28.00
SCBA pack	\$85.00 ea.
Hall runner	\$18.00
SAWZALL	\$55.00
PPV fan—per hour	\$55.00 per hr.
Generator, portable	\$55.00 per hr.
Heat detection gun	\$75.00
Chain saw	\$45.00 per hr.
Water extinguisher	\$22.00
Dry chemical extinguisher	\$45.00
Scene lights	\$22.00
Water vests	\$30.00
Thermal imaging camera	\$75.00

(4) Hazardous material equipment.

Supplies/Service	Fee
Absorbent	\$17.00 per bag
Gas multi meter	\$65.00
CO2 meter	\$65.00
Disposable coveralls	\$30.00
Barricade tape	\$22.00
Latex gloves	\$6.00
Disposable goggles	\$15.00
Gas plug kit	\$50.00

(5) Rescue equipment.

Tool	Fee
Spreaders	\$250.00
Cutters	\$250.00
Rams	\$250.00
Air bag	\$250.00
K-12 saw	\$55.00
Rope	\$25.00
Ajax tool	\$25.00
K-tool	\$25.00
Windshield tool	\$15.00
Rescue blanket	\$32.00

MOTOR VEHICLE INCIDENTS

Level 1 - \$506.00

Provide hazardous materials assessment and scene stabilization.

Level 2 - \$576.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal.

Level 3 – CAR FIRE - \$704.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,520.00

Includes heavy rescue tools, ropes, airbags, cribbing etc.

Creating a Landing Zone - \$465.00

Includes Air Care (multi-engine company response, mutual aid, helicopter).

ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$816.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,913.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$6,875.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

FIRE INVESTIGATION

Fire Investigation Team - \$321.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

ILLEGAL FIRES

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for

the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control).

Billed at \$466 plus \$58 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal.

Billed at \$932 plus \$58 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,334 plus \$58 per hour per rescue person, plus \$117 per hour per HAZMAT team member.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$466 for the first response vehicle plus \$58 per rescue person. Additional rates of \$466 per hour per response vehicle and \$58 per hour per rescue person.

Billed at \$290 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$466 per hour.

Truck billed at \$582 per hour.

Miscellaneous equipment billed at \$341.

GAS LEAKS (Natural)

LEVEL 1

(Natural Gas Leak Outside Without Fire)

Description: Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

Actions: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

Assignment - \$466.00 per hour, per engine / \$582.00 per hour, per truck

LEVEL 2

(Natural Gas Leak Outside with Fire)

Description: Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

Actions: Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

Assignment- \$748 per hour, per engine / \$58 per hour, per rescue person.

LEVEL 3

(Natural Gas Leak inside Structure)

Description: Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

Actions: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

Assignment- \$932 per hour, per engine / \$58 per hour, per rescue person.

All fees are cumulative.

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

SECTION 3. 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 4. 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 5. 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 6. This Ordinance is ordered to be codified.

SECTION 7. This Ordinance shall become effective upon its second publication according to law.

SECTION 8. 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 27th day of February, 2024 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 **12th** day of **March, 2024** 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: February 27, 2024

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 short-term contract with Avfuel for the purchase of aviation fuel and the lease on fueling vehicles while awaiting responses to a Fuel Supplier RFP

Staff has successfully negotiated a short-term contract with Avfuel for the purchase of aviation fuels and the lease on fueling vehicles. Avfuel has been providing services at the McMahon-Wrinkle Airport on an interim basis since Lonestar vacated their lease on December 19, 2023.

Staff initially proposed a one-year lease with Avfuel for the associated fueling services with the intent to competitively bid on the services at the end of the one-year term. The City Attorney's Office has determined those services are required to be competitively bid and consistent with government contracting regulations the city cannot exceed \$50,000 dollars' worth of fuel purchase without having competitively bid the services.

As a result, staff have drafted a Request for Proposals (RFP) that will facilitate the selection of a fuel service provider and the execution of a long-term lease for the subject services. In the interim staff are requesting the City Council authorize the City Manager to execute a short-term lease with Avfuel to provide continuity on the airport as it relates to aircraft fueling services until such time as a fuel provider has been selected in the bid process.



INTEROFFICE MEMORANDUM

Date: February 23, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Downtown Revitalization and Main Street Program Grant

We are requesting the approval from the City Council to pursue a Downtown Revitalization and Main Street Programs Grant through the Texas Department of Agriculture (TDA) in the amount of \$500,000.00. The City's match for the grant would be \$17,500.00 that would be funded by the General Fund. The due date for grant submittal is April 3, 2024.

We are also asking for the City Council's approval to enter into an agreement with the South Plains Association of Governments (SPAG) for grant administration. Further grant details are provided below.

Eligible Grant Project Area

All proposed infrastructure improvements to be funded by the TxCDBG Program must be located on public property within the designated downtown district. Typically, a downtown district will meet two or more of the following:

1. The city's historic area of commerce.
2. May be the area around the courthouse or city square.
3. Commercial area for the community.
4. Buildings of historical significance, but not primarily residential.
5. Must be areas included in or contiguous to the economic center of the community.
6. The retail area for the community does not include single-family dwellings.

Designated area of blighted conditions: For the Downtown Revitalization Program, a community must meet the National Program Objective of Elimination of Slum and/or Blight Conditions (the project area must be designated through resolution as slum or blighted to qualify as an eligible project area).

An area within a municipality may be considered as slum or blighted if the area is detrimental to the public health, safety, morals, and welfare of the municipality because the area:

1. Has a predominance of buildings or other improvements that are dilapidated, deteriorated, or obsolete due to age or other reasons (minimum 25% of buildings in the area).
2. Is prone to high population densities and overcrowding due to inadequate provision for open space.

3. Is composed of open land that, because of its location within municipal limits, is necessary for sound community growth through replatting, planning, and development for predominantly residential uses;
4. Has conditions that exist which:
 - a. Endanger life or property by fire or other causes, or
 - b. Are conducive to the ill health of the residents, disease transmission, abnormally high rates of infant mortality, abnormally high rates of juvenile delinquency and crime, or disorderly development because of inadequate or improper platting for adequate residential development of lots, streets, and public utilities.

Eligible Grant Activities

The 2024 TxCDBG Community Application does not require identification of a specific project or activity. The following information is provided in order for communities to understand the type of projects that may be considered for communities if/when invited by TDA to submit a Project Application.

TxCDBG Downtown Revitalization Program funds are only available for public infrastructure improvements or activities explicitly needed to eliminate slum and blight conditions in the downtown or main street area.

Project Activities

Sidewalks and lighting.

Activities required to eliminate architectural barriers for the disabled.

Water and/or sewer lines.

Road construction/rehabilitation to include curb and gutter and related drainage.

Natural gas lines and related items.

Electric power lines and transformers.

Utilities including natural gas and electricity.

High-speed internet infrastructure with prior approval from TDA, or

Demolition and clearance activity of non-residential structures.

Associated Activities

Grant administration

Engineering services

Ineligible Project Activities

Grant or otherwise transfer TxCDBG monies to a business.

Building rehabilitation, building construction, machinery, equipment, or working capital.

Landscaping, benches, ornamental signs, or trash cans.

Excess/speculative improvements, extra connections, or excessive looping.

Operation and maintenance activities, such as re-stripping or sealcoating.

Refinancing or to repay the applicant, a local related economic development entity, a benefiting business or its owners and related parties for expenditures.

Demolition of a historic building and/or housing units.

Parking facilities and parking lots.

Otherwise, eligible activities that will significantly benefit residential structures, or

Otherwise, eligible activities that will provide benefit beyond the identified project area.

INTERLOCAL COOPERATION AGREEMENT
FOR APPLICATION DEVELOPMENT AND ADMINISTRATION SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Downtown Revitalization Program (DRP)

THE STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF LUBBOCK	§	

WHEREAS, this Agreement is made and entered into this the ____ day of _____ 2024 by and between the City of Big Spring, acting by its duly authorized Mayor and the SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized executive director.

WHEREAS, both parties to this Agreement are local governments as defined in Chapter 791 of the Texas Government Code, and this Agreement is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act.

WHEREAS, SPAG is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by the City of Big Spring for the Downtown Revitalization Program (DRP), the Texas Community Development Block Grant (TxCDBG) grant under the terms and conditions found in this Agreement.

WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to City of Big Spring and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this Agreement in the event that the City of Big Spring receives funding under the 2024 Downtown Revitalization Program TxCDBG program.

NOW, THEREFORE SPAG agrees to provide application development services at no cost to City of Big Spring. The following described application development and management services to the City of Big Spring, to-wit:

A. Application Development

1. Pre-Development (unrelated to project specific development & which may have occurred prior to interlocal agreement under existing SPAG/City relationships)
 - a. Coordinate public hearing required for application submittal.
 - b. Assist in the preparation and presentation of required resolution for application submittal to the Texas Department of Agriculture
2. Coordinate documentation of how project activities will eliminate slum or blight through business support letters and photos.
3. Assist the City of Big Spring in tabulating and organizing surveys as needed.

4. Provide general advice and technical assistance to the City of Big Spring on application development and regulatory matters.
5. Furnish the City with necessary forms and procedures required for documentation of slum/blight qualifications.
6. Assist the City in application preparation and development meeting all grant application requirements.
7. Assist in pre-application engineering selection including proper procurement methods as dictated by the Downtown Revitalization Program TxCDBG program implementation manual as appropriate to the city.
8. Coordinate with project engineer to development and include required service area maps, cost estimates and other documentation as required by the grant application process.
9. Prepare and publish final notice of application submittal.
10. Final determination on the submission of an application under the 2024 Downtown Revitalization Program TXCDBG program will be at the City's discretion as noted in their resolution authorizing a local official to submit said application.

B. Project Management

1. Development of details related to project management activities and fees will be specified via an amendment to this Agreement at such time as the 2024 the Downtown Revitalization Program TXCDBG Application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in City of Big Spring's 2024 the Downtown Revitalization Program TXCDBG Application and all TDA and HUD required language for administrative Agreements at the time of TXCDBG funding award.
3. It is expressly understood that the execution of this Interlocal Agreement does not imply or guarantee City of Big Spring will receive funding under the 2024 Downtown Revitalization Program TXCDBG program.
4. The execution of this interlocal agreement establishes a contractual relationship between SPAG and City of Big Spring prior to the development of an application to the 2024 Downtown Revitalization Program TXCDBG program pursuant any interpretation of 2 CFR 200.317-200.326.

In consideration of the services described in the foregoing paragraph, and in consideration of a future amendment to include project management activities and cost, to be rendered by SPAG, to the City of Big Spring, the SPAG agrees that application development activities will be at no cost to the City of Big Spring

TERMS AND CONDITIONS

Modification/Amendment:

The City of Big Spring and SPAG may, upon mutual agreement, modify or amend this Agreement. Modifications, including any increase or decrease in the amount of compensation or scope of services, will be incorporated into this Agreement and finalized through a signed, written amendment.

Assignability:

The City of Big Spring and SPAG may assign interest in this Agreement (whether by assignment or novation) with the written consent of the other.

Termination of Agreement for Cause:

If, through any cause, SPAG shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPAG shall violate any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to SPAG of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement shall, at the option of the City, become its property and SPAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SPAG shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by SPAG, and the City may withhold any payments to SPAG for the purpose of set off until such time as the exact amount of damages due the City from SPAG is determined.

Termination for Convenience of the City:

The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to SPAG. If the Agreement is terminated by the City as provided herein, SPAG will be paid for the time provided and expenses incurred up to the termination date.

Termination for Convenience of SPAG:

SPAG may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the City. If the Agreement is terminated by SPAG as provided herein, the City will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement.

Waiver of Extra-Agreementual Liability

SPAG shall not be held liable or responsible for the funding selection and project performance determinations by the Texas Department of Agriculture. It is the City's final responsibility to meet all the Downtown Revitalization

Program TXCDBG application requirements and project administration requirements (contingent upon funding) associated with the program.

Severability

Should any one or more of the provisions of this agreement be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this agreement and shall not affect the validity of all other provisions of this agreement, which shall remain in full force and effect.

Interest of Members of a City:

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the Downtown Revitalization Program (TXCDBG) Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Agreement. SPAG shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials:

No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the Downtown Revitalization Program (TXCDBG) Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Agreement; and SPAG shall take appropriate steps to assure compliance.

Interest of SPAG and Employees:

SPAG covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the Downtown Revitalization Program TXCDBG award between TDA and the City, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. SPAG further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

EXECUTION

Executed on _____.

BY: _____
Robert Moore, MAYOR
City of Big Spring

Approved and accepted on behalf of South Plains Association of Governments (SPAG)

BY: _____
Tim C. Pierce, EXECUTIVE DIRECTOR

REVIEWED: _____
Tim Schwartz, DIRECTOR OF FINANCE

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 **2024 Crack Seal and Seal Coat**.

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 CITY, 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.

The Term of this Agreement shall commence on the later date of execution by both parties, and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to this Section XIII.

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 term. 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 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, in perpetuity, 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 performance 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 hold harmless CITY and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against, any and all damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including, and without limitation to the generality of the foregoing, reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing any insurance providers, and any costs arising from or in connection to injury or death of any person or damage to any property (collectively, "Losses"), any claim of a third party arising out of or occurring in connection with ENGINEER's performance, negligence, willful misconduct, or breach of this Agreement.

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 and at its sole discretion, 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, as amended, 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

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the defaulting party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or volcanism; or (c) war or invasion (collectively, "Force Majeure Event"). The party suffering a Force Majeure Event shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay, ensure the effects of such Force Majeure Event are minimized, and execute the performance of this Agreement.

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. Non appropriations

In the event no funds are appropriated for this Agreement, the City of Big Spring has and retains the right in any given fiscal year to terminate this contract without penalties of any sort. Nothing in this Agreement shall be interpreted as a waiver of this right.

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.

XXIX. Additional Representations and Covenants

- (a) In this section XXIX, “officer” means each City of Big Spring elected official, direct appointee of City Council, and direct appointee of the City Manager.
- (b) Each Party to this Agreement acknowledges that it has the power and authority to enter into this Agreement and that all documents executed and delivered pursuant to this Agreement are valid, binding, and enforceable upon such Party. Each Party further acknowledges that there are no outstanding parties nor any additional signatories required for the execution of this Agreement.
- (c) ENGINEER covenants that it will file a “conflicts of interest questionnaire” (“questionnaire”) (available from Texas Ethics Commission web site) with CITY if the ENGINEER has a business relationship with the CITY and: (1) has an employment or other business relationship with an officer or an officer’s family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (2) has given an officer or an officer’s family member one or more gifts totaling more than \$100 in the preceding twelve months; or (3) has a family relationship with an officer.
- (d) ENGINEER (1) represents to CITY that it does not boycott Israel, and (2) covenants that it will not boycott Israel during the term of the contract.
- (e) ENGINEER represents to CITY that it is not a company on a list prepared and maintained by the Texas Comptroller and that does business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.
- (f) ENGINEER (1) represents to CITY that it does not boycott energy companies, and (2) covenants that it will not boycott energy companies during the term of the Agreement.
- (g) ENGINEER (1) represents to CITY that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) covenants that it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.)

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
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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:

DESIGN

The scope of work will consist of the development of construction plans, specifications, and construction cost estimate for crack seal and seal coat of streets to be performed within the city limits of Big Spring, Texas. Engineer will also prepare contract documents, assistance with bidding and award phases of construction. City staff will determine locations where improvements shall be made. The bid opening will be scheduled such that the crack seal work will be completed by the end of April 2024 and the seal coat work will be completed by the end of August 2024.

CONSTRUCTION ADMINISTRATION

Scope will include periodic reviews, construction administration, pay estimate processing, change orders, final inspection, and a warranty inspection.

MATERIALS TESTING

Materials testing scope will include materials testing technician conducting two onsite visits to collect binder (asphalt) samples and deliver to lab for testing. Daily collection of samples shall be performed by City's inspector.

RESIDENT PROJECT INSPECTION

Resident inspector scope shall be as described in the roles, responsibilities and duties included in **Exhibit C**.

COMPENSATION

DESIGN FEE

Design Fee for the Crack Seal and Seal Coat Projects shall be a fixed fee of \$12,000.00. Construction cost estimate is estimated to be approximately \$750,000.00.

Mileage, vehicle, lodging, meal and other incidentals will be charged at the standard rates attached.

Design Fee does not include any required outside review, resident project inspection, or filing fees. Hourly items will be provided per the attached rate schedule. Should the project extents be increased, then additional fees would be incurred per the attached rate schedule.

“EXHIBIT A”

CONSTRUCTION ADMINISTRATION FEE

Construction Administration shall be fixed fee of \$6,000.

Mileage, vehicle, lodging, meal, and other incidentals will be charged at the standard rates attached.

Construction Administration Fee does not include any required outside review, resident project inspection, or filing fees. Hourly items will be provided per the attached rate schedule. Should the project extents be increased, then additional fees would be incurred at the rates attached rate schedule.

The Construction Administration Fee is payable to ENGINEER only if construction is awarded to CONTRACTOR and work is completed.

MATERIALS TESTING

Materials testing fee shall be time and expense not to exceed **\$3,500.00.**

RESIDENT PROJECT INSPECTION

Resident project inspection fee shall be time and expense not to exceed **\$10,000.00.**

ADDITIONAL SERVICES

If the CLIENT decides to expand the scope of the project following completion of the design phase the ENGINEER and CLIENT shall execute an amendment to this agreement which defines the expanded scope and associated additional ENGINEER's DESIGN FEE for the expanded scope.



INTEGRITY
EXCELLENCE
TRUST

EXHIBIT B
TO AGREEMENT FOR PROFESSIONAL SERVICES
FEES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	\$ 230.00
Principal Engineer	210.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	125.00
Engineering Technician - 1	130.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	100.00
CAD Draftsman - 2	85.00
Engineering / Architectural Intern	60.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 200.00
Licensed Architect - 1	190.00
Licensed Architect - 2	150.00
Licensed Interior Designer	115.00
Architectural Associate	110.00

ANCILLARY SERVICES

Environmental Scientist	\$ 120.00
Environmental Technician	75.00
GIS Technician - 1	130.00
GIS Technician - 2	90.00
Senior Land Man	105.00
Clerical - 1	100.00
Clerical - 2	75.00

Effective 1/1/2024



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
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SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	175.00
Surveyor-in-Training (S.I.T.)	110.00
1-Man Crew	100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
2-Man Crew	150.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	175.00
3-Man Crew	175.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	200.00
GPS Equipment	80.00
Robotic Total Station	65.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 105.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	100.00
Licensed Water/Wastewater Operator (A/B)	100.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

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INTEGRITY
EXCELLENCE
TRUST

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	200.00
Materials Technician Service Time		73.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		100.00
Pier Observation, Hot Mix, Reinforcing Steel		91.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)		108.00

CONCRETE

Concrete Cylinder Compressive Strength Tests	\$	33.00
Client Made Cylinder		40.00
Entrained Air Content Test		38.00
Slump Tests, when cylinders are not made		28.00
Concrete Mix Design		965.00
Concrete Design Confirmation Cylinder		38.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	90.00
Field Compaction Test		35.00
Moisture-Density Curve (Proctor)		315.00
Washed Sieve Analysis (Soil)		80.00
Washed Sieve Analysis (Base Material)		85.00
Unit Weight		52.00
Absorption		52.00
Decantation		52.00
Moisture Content		52.00

ASPHALT

Rice Theoretical Specific Gravity	\$	96.00
Field Density, Hot Mix (Nuclear Method)		40.00

Local Vehicle Charge (within 20 miles of Abilene) - \$35.00 per trip to the project
Travel from and return to office at IRS rate per mile, plus service time at above rates
Travel Charges (outside 20 miles of Abilene) – Round trip mileage at IRS current rate, plus

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

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EXHIBIT C

TO MASTER CONTRACT FOR PROFESSIONAL SERVICES

RESIDENT PROJECT REPRESENTATIVE

The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.
11. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SEAL COAT INTERLOCAL AGREEMENT 2024

This Seal Coat Interlocal Agreement 2024 ("Agreement") is executed pursuant to TEXAS GOVERNMENT CODE CHAPTER 791, the Texas Interlocal Cooperation Act ("the Act") for the joint bidding and engineering management of street improvement projects inside the city limits of Big Spring, Texas and is entered into between each of the signatories to this Agreement (each a "Party") and between each additional Party eligible to enter the Agreement under the Act who may hereafter consent to be bound by the terms of this Agreement by appropriate resolution or minute order executed or ordered by its governing body.

The Agreement of the Parties is as follows:

1. Term.

This Agreement shall extend through the 2024 seal coating season and for so long thereafter as may be necessary to complete the 2024 seal coating program in a manner satisfactory to the individual Parties.

2. Consideration.

Each Party agrees to jointly bid their individual seal coating programs and to coordinate the bidding process in order to take advantage of economies of scale and to eliminate repetitive efforts by each of the Parties.

3. Joint Bid Process.

It is hereby agreed by the Parties that the firm of Jacob & Martin, LLC, 3465 Curry Lane, Abilene, Texas 79606 ("hereinafter "engineers") will be the agent for each of the Parties in all matters relating to the bidding of the seal coat program and the management of the program once the bidding has been completed. Each Party agrees to be bound by the fee schedule submitted by engineers.

4. Communication.

Engineers shall keep the individual Parties informed as to the progress of the bidding process and following the awarding of the bids shall coordinate the seal coat program.

5. Payment.

Each Party agrees to pay the cost of its portion of the seal coat program and be solely responsible for its liabilities.

6. Force Majeure.

In the event any Party shall be rendered unable to carry out its obligation under this Agreement in whole or in part as a result of "Force Majeure", and if the Party shall give notice and describe in detail the nature of the occurrence, then the obligation of the Party giving such notice, so far as it is affected by such "Force Majeure" shall be suspended during the continuance of the inability then claimed, but for no longer period. The affected Party shall use its best efforts to endeavor to overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbance, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, earthquake, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, or accidents to machinery.

7. Modification.

This Agreement may be amended only with the consent of the governing bodies of each of the Parties through appropriate written resolutions or minute orders, executed or ordered and delivered to the Parties.

8. Construction.

This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing the document shall be applied.

9. Severability.

In the event any portion of this Agreement shall be declared to be invalid or unenforceable for any reason, such finding shall not affect the validity of the balance of this agreement.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral with respect to the subject matter hereof. No verbal agreement or conversation with any officer, agent, or employee of a Party either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Parties.

11. Additional Parties.

Each of the original signatories to this Agreement consents to the ratification of this Agreement by additional

governmental Parties so long as each additional Party agrees to be bound by the terms and conditions of this Agreement to the same extent as the original signatories.

12. Venue

Venue and jurisdiction of any suit, or cause of action arising or in connection with this Agreement shall lie exclusively in Howard County, Texas.

13. Applicable law

This Agreement shall be governed by the law of the State of Texas.

14. Immunity

No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to any Party and/or its elected officials, officers, employees or agents under Federal or Texas law nor waive any defenses or remedies at law available to either Party and/or its elected officials, officers, employees and agents under Federal or Texas law.

15. Assignment

This Parties shall not assign or transfer any portion of the duties or rights described in this Agreement without the written consent of the City of Big Spring.

16. No Third-Party Beneficiary

This Agreement is for the sole benefit of the Parties hereto and their respective 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.

17. Several Obligations

All obligations of the Parties shall be several and not joint, and in no event shall a Party have any liability or obligation with respect to the acts or omissions of any other Party to this Agreement.

18. No waiver

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. 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.

19. Effective Date.

This Agreement shall be effective March 1, 2024 for the City of Big Spring and Howard College, and as to any other signatory on the date of the final execution of their respective resolutions or minute orders adopting this Agreement.

This Agreement contemplates that all payments shall be made from current funds budgeted for the current fiscal year. In the event the governing body of the City of Big Spring shall fail to appropriate funds to participate in the seal coat program in the 2024 fiscal year budget, then this Agreement shall terminate on the last day of the City's fiscal year. In the event the governing body of another Party shall fail to appropriate funds to participate in the seal coat program in the 2024 fiscal year budget, such Party shall be excused from any further performance of this Agreement without penalties of any sort upon the termination of the Party's fiscal year.

**HOWARD COUNTY JUNIOR COLLEGE
DISTRICT**

CITY OF BIG SPRING, a Texas Municipal
Corporation

Print Name: _____
Print Title: _____

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney



COMMUNITY SERVICES MEMO

Date: 02/27/2024
To: Mayor and City Council
City Manager
From: Hayley Lewis, Community Services Director
Subject: Mural at Roy Anderson Sports Complex

Big Spring Little League along with the Big Spring High School Art Club are proposing to paint a mural on the concession stand at the baseball fields at Roy Anderson Sports Complex.