



CITY OF  
**Big Spring**

**CITY COUNCIL AGENDA**

**Tuesday, January 26, 2016**

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, January 26, 2016, at 5:30 p.m. in the City Council Chambers located at 307 East 4<sup>th</sup> Street, Big Spring, Texas.

**As a courtesy to those in attendance, please place your cell phone on “Silent” or “Vibrate.”**

**Please, no talking during the meeting; take any conversations outside, so others can hear.**

**Thank You!**

**The City of Big Spring Council reserves the right to consider business out of the posted order, and at any time during the meeting, reserves the right to adjourn into executive session on any of the above posted agenda items which are not listed as executive session items and which qualify to be discussed in closed session under Chapter 551 or the Texas Government Code.**

**Open Session**

1. Call to Order McLellan
2. Invocation and Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

**“Honor the Texas flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible.”**

**Announcements and Public Hearings**

**Public Hearing Comments** – The Council will take public input on public hearing items **prior** to any Action. Each member of the public should make remarks **from the podium and begin by stating his/her name**. Citizens will be limited to **three minutes**, unless waived by the Mayor for **all** speakers. No individual will be allowed to speak more than once, until every citizen wishing to comment has done so.

**Announcements & Public Hearings**

3. Public Hearing – Discussion of Non-Emergency Ambulance Operator’s Permit for Heart of Texas EMS, Inc. Ferguson

**Disposition of Minutes**

- |    |  |     |       |
|----|--|-----|-------|
| 4. | Approval of the Minutes of the Regular Meeting of January 12, 2016 | 4-8 | Davis |
|----|--|-----|-------|

**Consent Items**

- |    |  |   |          |
|----|--|---|----------|
| 5. | Final Reading of a Resolution Recognizing the Goal of a No Kill Center by the Year 2017 and Authorizing the Mayor to Execute Any Necessary Documents | 9 | Williams |
|----|--|---|----------|

**Bids**

- |    |  |       |        |
|----|--|-------|--------|
| 6. | Award Bid for Installation of a Sound System in the Municipal Auditorium and Authorizing the City Manager or His Designee to Enter into Negotiations Regarding the Scope of Work and Authorize the City Manager or His Designee to Execute Any Necessary Documents | 10    | Wegman |
| 7. | Award Bid to Purchase 1.5 and 3 yard Refuse Containers and Authorizing the City Manager or His Designee to Execute Any Necessary Documents   | 11-12 | Medina |
| 8. | Award Bid for Demolition of Sub-Standard Structures and Authorizing the City Manager or His Designee to Execute Any Necessary Documents  | 13-14 | Womack |

**Routine Business**

- |    |  |  |           |
|----|--|--|-----------|
| 9. | Vouchers for 01/14/16   \$ 794,562.82<br>Vouchers for 01/21/16   \$ 1,123,246.95 |  | Benavides |
|----|--|--|-----------|

**New Business**

- |     |   |       |          |
|-----|---|-------|----------|
| 10. | Presentation and Acceptance of Big Spring Police Department's Annual Contact Report for 2015  |       | Williams |
| 11. | First Reading of an Ordinance Calling for a General Election to be Held on May 7, 2016, for the Purpose of Electing One Person to Serve as Mayor of the City Who Shall be Elected by Majority Vote of the Qualified Voters; and Electing One Person to Serve as District Five Council Member Who Shall be Elected by Majority Vote of the | 15-16 | Moore    |

Qualified Voters of District Five; Designating One Central Polling Place 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

- |     |  |       |          |
|-----|--|-------|----------|
| 12. | Consideration and Approval of a Meet and Confer Agreement Between the City of Big Spring and the Big Spring Professional Firefighters Association and Authorizing the Mayor to Execute Any Necessary Documents | 17-34 | Edwards  |
| 13. | Approval of an Ambulance Operator's Permit for Heart of Texas EMS, Inc.  |       | Ferguson |
| 14. | Approval of the Minutes of the Regular Meeting of the Big Spring Economic Development Corporation Held on December 15, 2015  | 35-36 | Edwards  |

**City Manager's Report**

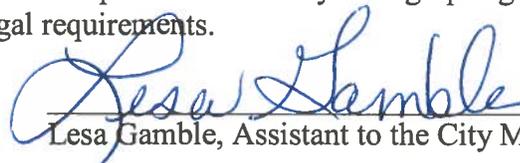
- |     |  |  |        |
|-----|--|--|--------|
| 15. | Openings on: Planning & Zoning Commission<br>Zoning Board of Adjustments |  | Darden |
|-----|--|--|--------|

**Council Input**

- |     |         |  |          |
|-----|---------|--|----------|
| 16. | Input   |  | McLellan |
| 17. | Adjourn |  | McLellan |

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas. Given by order of the City Council and Posted on Friday, January 22, 2016 at 4:00 p.m. in accordance with Title 5, Texas Government Code, Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's website, [www.mybigspring.com](http://www.mybigspring.com) in accordance with legal requirements.

  
\_\_\_\_\_  
Lesa Gamble, Assistant to the City Manager

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING-IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT LESA GAMBLE AT 264-2401. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

**Agenda Removal Notice** - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on

January \_\_\_\_\_, 2016 at \_\_\_\_\_ a.m./p.m. By: \_\_\_\_\_

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. 4<sup>th</sup>, Big Spring, Texas, at 5:30 p.m., January 12, 2016, with the following members present:

LARRY MCLELLAN	Mayor
JUSTIN MYERS	Mayor Pro Tem
RAUL MARQUEZ	Councilmember
STEVE WAGGONER	Councilmember
RAUL BENAVIDES	Councilmember
JIM DEPAUW	Councilmember

(Councilmember Harbour was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
KAYE EDWARDS	City Attorney
JOHN MEDINA	Assistant City Manager/ Human Resource Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
DON MOORE	Finance Director/ City Secretary
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

#### **INVOCATION & PLEDGE OF ALLEGIANCE**

Jeremiah Romach, Salvation Army, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

Mayor McLellan welcomed Boy Scout Troop 5 for attending the meeting in order to earn a Communication Merit Badge.

#### **DISPOSITION OF MINUTES**

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF DECEMBER 8, 2015

Motion was made by Councilmember Marquez, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving the above listed minutes.

**CONSENT ITEMS**

FINAL READING OF A RESOLUTION INVITING THE UNITED STATES ARMY SPECIAL OPERATIONS COMMAND (USASOC) TO CONDUCT MILITARY TRAINING IN BIG SPRING, HOWARD COUNTY, TEXAS FROM MARCH 10, 2016 THROUGH JUNE 5, 2016; AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 043-2015 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF STREET IMPROVEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF THE CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR THE MEETINGS OF OCTOBER 6, 2015 AND NOVEMBER 17, 2015

Motion was made by Councilmember DePauw, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the second and final reading of the above listed resolution, ordinance and minutes.

**OTHER BUSINESS**

FINAL READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; PROVIDING FOR THE SECURITY AND PAYMENT OF SAID BONDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

After a short presentation, motion was made by Councilmember DePauw, seconded by Councilmember Waggoner, with all members of the Council voting “aye” approving the second and final reading of the above captioned ordinance.

**BIDS**

AWARD BID TO PURCHASE A BREATHING AIR COMPRESSOR FOR THE FIRE DEPARTMENT AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Waggoner, seconded by Councilmember Marquez, with all members of the Council voting “aye” awarding the bid to DACO in the amount of \$23,485.00.

**AWARD BID TO PURCHASE A NEW BOX STYLE AMBULANCE AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS**

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Benavides, with all members of the Council voting “aye” awarding the bid to Apex Emergency Vehicles in the amount of \$115,999.00.

**AWARD BID TO PURCHASE ONE (1) ¾ TON AND TWO (2) UTILITY TRUCKS AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS**

Motion was made by Councilmember DePauw, seconded by Councilmember Waggoner, with all members of the Council voting “aye” awarding the bid to Rush Trucks for a ¾ Ton Truck in the amount of \$25,106.58 and a Two (2) Utility Trucks in the amount of \$79,968.00.

**AWARD BID TO PURCHASE THREE (3) GATORS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS**

Motion was made by Councilmember Benavides, seconded by Mayor Pro Tem Myers, with all members of the Council voting “aye” awarding the bid to South Plains Implement in the amount of \$29,886.00.

**ROUTINE BUSINESS**

Councilmember Waggoner reviewed the vouchers in the amount of \$599,760.80 (12/10/15), \$960,651.92 (12/17/15), \$283,141.75 (12/31/15) and \$603,935.79 (01/07/16). Motion was made by Councilmember Waggoner, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving the above listed vouchers.

**NEW BUSINESS**

**FIRST READING OF A RESOLUTION RECOGNIZING THE GOAL OF A NO KILL CENTER BY THE YEAR 2017 AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS**

Motion was made by Councilmember Marquez, seconded by Councilmember Benavides approving the above captioned resolution.

EMERGENCY READING OF A RESOLUTION SUPPORTING THE EFFORTS OF THE PERMIAN BASIN REGIONAL PLANNING COMMISSION TO SECURE FUNDS FROM THE U.S. ENVIRONMENTAL PROTECTIVE AGENCY FOR A BROWNFIELDS PROGRAM GRANT; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was by Councilmember Waggoner, seconded by Councilmember DePauw, with all members of the Council voting “aye” approving the above captioned resolution.

APPROVAL OF AN AGREEMENT WITH MEDALLION PIPELINE CO., LLC FOR A RIGHT-OF-WAY FOR PIPELINE CONSTRUCTION AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the above captioned agreement.

APPROVAL OF A JOINT ELECTION AGREEMENT WITH BIG SPRING INDEPENDENT SCHOOL DISTRICT FOR A GENERAL ELECTION TO BE HELD ON MAY 7, 2016 AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the above captioned agreement.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON NOVEMBER 17, 2015.

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Marquez, with all members of the Council voting “aye” approving the above captioned minutes.

## **CITY MANAGER’S REPORT**

Todd Darden announced that the city offices will be closed on Monday, January 18, 2016 for Martin Luther King, Jr. Day.

## **COUNCIL INPUT**

Mayor McLellan wished everyone a Happy New Year and looks forward to another great year.

## **EXECUTIVE SESSION**

ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071(1) TO CONSULT WITH THE CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION, CITY OF BIG SPRING VS. BUTLER; AND

ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071(1) TO CONSULT WITH THE CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION, CHAPMAN VS. CITY OF BIG SPRING ET AL; AND

ADJOURN INTO EXECUTIVE SESSION UNDER THE PROVISIONS OF TITLE 5, TEXAS GOVERNMENT CODE, SECTION 551.087 TO DISCUSS OR DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO TEXAS HEALTHCARE HOLDING II, LLC AND OTHER POTENTIAL ENTITIES WITH WHOM THE CITY/BIG SPRING ECONOMIC DEVELOPMENT CORPORATION OF BIG SPRING IS CONSIDERING ECONOMIC DEVELOPMENT NEGOTIATIONS, WHOM THE CITY/BIG SPRING ECONOMIC DEVELOPMENT CORPORATION OF BIG SPRING SEEKS TO HAVE LOCATE, STAY OR EXPAND IN THE CITY OF BIG SPRING AT 6:06 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTIONS AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS AT 6:51 P.M.

Motion was made by Councilmember Waggoner, seconded by Councilmember Benavides, with all members of the Council voting “aye” authorizing the Mayor to execute any necessary documents for settlement and/or real estate documents with Chapman vs. City of Big Spring; and

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Waggoner, with all members of the Council voting “aye” approving the City to Convey to Big Spring Economic Development Corporation the property located at 1501 W. 11<sup>th</sup> Place, less the undeveloped land, and authorizing the Mayor to execute any necessary documents.

**ADJOURN**

Mayor McLellan adjourned the meeting at 6:54 p.m.

CITY OF BIG SPRING, TEXAS

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Larry McLellan, Mayor

ATTEST:

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Tami L. Davis, Assistant City Secretary

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS RECOGNIZING THE GOAL OF A NO KILL CENTER BY THE YEAR 2017.**

**WHEREAS**, the Citizens of Big Spring and its City Council recognize that too many homeless pets are being euthanized; and

**WHEREAS**, the City Council of Big Spring is aware that there are policies and programs which are proven to be effective at reducing the euthanization of homeless pets, including but not limited to policies and programs related to reducing intake and increasing live outcomes of impounded animals; and

**WHEREAS**, the City of Big Spring and its Citizens are interested in community planning and life-saving strategies to end the euthanization of our homeless pets; and

**WHEREAS**, the citizens of Big Spring desire an animal shelter that succeeds at saving the lives of homeless animals that is consistent with the most successful animal shelters in Texas;

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

**SECTION 1.** The City of Big Spring City Council hereby adopts the goal of ending the euthenization of homeless pets in the City of Big Spring’s animal shelter by January 1, 2017.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **12<sup>th</sup>** day of **January, 2016**, with all members present voting “aye” for the passage of the same.

**PASSED AND APPROVED** on second and final reading at regular meeting of the City Council on the **26<sup>th</sup>** day of **January, 2016**, with all members present voting “aye” for the passage of the same.

\_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

\_\_\_\_\_  
Tami Davis, Assistant City Secretary

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CITY OF  
**Big Spring**  
COMMUNITY SERVICES  
MEMORANDUM

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
MR. TODD DARDEN, CITY MANAGER

**FROM:** DEBBIE WEGMAN, COMMUNITY SERVICES DIRECTOR

**SUBJECT:** AWARD BID FOR INSTALLATION OF SOUND SYSTEM IN THE MUNICIPAL AUDITORIUM AND AUTHORIZE THE COMMUNITY SERVICES DIRECTOR TO ENTER INTO NEGOTIATIONS REGARDING THE SCOPE OF WORK AND ITS PROPOSED COST AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS

**DATE:** JANUARY 22, 2016

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Parkhill, Smith, & Cooper issued a Request for Proposals to solicit qualifications from qualified companies for the installation of a sound system within the Municipal Auditorium. Seven (7) companies requested bid submittal information.

We received proposals from one (1) company:

Moyers                      Lubbock, Texas

Representatives of Parkhill, Smith, & Cooper, Inc. evaluated the proposal based on bid prices, qualifications of bidders, and compliance with bid requirements. Parkhill, Smith, and Cooper recommended that the project be awarded to Moyers contingent on contract amount agreement with adjusted scope of work

**Recommendation:** The staff recommends that the bid for the sound system in the Municipal Auditorium be awarded to Moyers subject to final approval of contract amount, scope of work, and contractor qualifications by Parkhill, Smith & Cooper, Inc.



## *Purchasing and Material Control Memorandum*

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** January 26, 2016  
**Subject:** Request for Bid Award for 1 ½ and 3 Cubic Yard Refuse Containers

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On Monday, December 28, 2015, the City of Big Spring received bids from two (2) vendors for 1.5 and 3 cubic yard refuse containers:

328 - 1.5 cubic yard containers - \$339.00 each for a total of \$143,992  
108 - 3 cubic yard containers - \$439.00 each for a total of \$36,612  
Freight - \$7,238

**Recommendation:** The staff recommends that the bid be awarded to Roll Offs USA for the total amount of \$187,842 which is \$38 under budget.





## *Purchasing and Material Control Memorandum*

**To:** Honorable Mayor, City Council, City Manager  
**From:** Paul Sotelo, Purchasing Agent  
**Date:** January 26, 2016  
**Subject:** Request for Bid Award for Demolition of Structures

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In order to address sub-standard structures the City council approved administration to request bids for demolition contractors. We advertised and sent bid packets to (5) five contractors on December 20, 2015. On Thursday January 14, 2016, we received bids from (3) three vendors for demolition of structures.

**Recommendation:** After careful evaluation, staff recommends that the bid be awarded to Miguel's Demolition out of Stanton, Texas for a unit price of \$6.00 per square foot. A bid tabulation is provided for your review.

# Bid Tabulation

Contractor	Unit	Description	Unit price
Silverleaf Big Spring, TX	square foot	Labor, material, equipment and supervision necessary for the safe removal of substandard structures that pose a health and safety concern to the citizens of Big Spring, TX in accordance with the attached. Bid shall be by the square foot cost.	\$12.75
J. A. L Big Spring, TX	square foot	Labor, material, equipment and supervision necessary for the safe removal of substandard structures that pose a health and safety concern to the citizens of Big Spring, TX in accordance with the attached. Bid shall be by the square foot cost.	\$29.06/square foot for pier & beam structure \$32.16/ square foot for concrete structure
Miguel's Demolition Stanton, TX	square foot	Labor, material, equipment and supervision necessary for the safe removal of substandard structures that pose a health and safety concern to the citizens of Big Spring, TX in accordance with the attached. Bid shall be by the square foot cost.	\$6.00

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 7, 2016, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS MAYOR OF THE CITY OF BIG SPRING WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF THE CITY OF BIG SPRING; AND ELECTING ONE PERSON TO SERVE AS CITY DISTRICT FIVE COUNCIL MEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT FIVE; DESIGNATING ONE CENTRAL POLLING PLACE WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; AND PROVIDING FOR SEVERABILITY.**

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

**SECTION 1.** An election shall be held on the 7<sup>th</sup> day of May, 2016, for the purpose of electing one person of the City of Big Spring, Texas, to serve as Mayor who shall be a resident of the City and shall be elected by majority vote of the qualified voters of the City of Big Spring to serve a three-year term; and electing one person of the City of Big Spring, Texas, to serve as City District Five Council Member who shall be a resident of the City and shall be elected by a majority vote of the qualified voters of District Five to serve a three-year term.

**SECTION 2.** Mayor Larry McLellan is hereby authorized to execute and have posted notice of said election in accordance with the law.

**SECTION 3.** The polling place on election day for a resident voter of the Mayor and City District Five will be in the East Room of the Dorothy Garrett Coliseum, located at the corner of Birdwell Lane and Kentucky Way.

**SECTION 4.** Said election shall be held in accordance with the Constitution and the laws of the State of Texas and the Charter of the City of Big Spring, Texas, and the manner of holding said election shall be governed by the laws of the State regulating general elections and this Ordinance.

**SECTION 5.** Voting by personal appearance during early voting and on election day shall be by DRE (Direct Recording Electronic) System and by official paper ballot for early voting by mail and for provisional ballots. Each candidate shall make application in writing to the City Secretary for the candidate's name to appear on the official ballot no later than 5:00 p.m. of the sixty-second (62<sup>nd</sup>) day before election day but no earlier than the thirtieth (30<sup>th</sup>) day before the date of the filing deadline, as required by sections 1.007 and 143.007 of the Texas Election Code. The application shall clearly designate the residence address of the candidate. Each candidate must reside in the city limits of the City of Big Spring. A candidate for each office may reside

anywhere within the city limits of the City of Big Spring. All candidates for the office of City Council shall have been a resident citizen of the City of Big Spring for a period of one (1) year immediately preceding the date of the election as required by Art. V, Sec. 7 of the City Charter.

**SECTION 6.** Early voting by personal appearance will be conducted at Howard County Courthouse located at 300 S. Main. Early voting will be held on weekdays beginning April 25, 2016 and ending May 3, 2016. The early voting polling place shall be open to the public from 7:00 a.m. to 7:00 p.m. on Thursday, April 28, 2016 and Tuesday, May 3, 2016 and from 8:00 a.m. to 5:00 p.m. on all other days.

**SECTION 7.** Only qualified electors under the general laws of the state who reside in City of Big Spring city limits shall be qualified to vote for the office of Mayor of the City of Big Spring; and only qualified electors under the general laws of the State who reside in City District Five shall be qualified to vote for the office of District Five City Council Member.

**SECTION 8.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph or section be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, said unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Council on the **26<sup>th</sup>** day of **January, 2016**, with all members present voting “aye” for passage of same.

**PASSED AND APPROVED** on second and final reading at a special meeting of the City Council on the **9<sup>th</sup>** day of **February, 2016**, with all members present voting “aye” for passage of same.

\_\_\_\_\_  
Larry McLellan, Mayor

ATTEST:

\_\_\_\_\_  
Tami L. Davis, Assistant City Secretary

**MEET AND CONFER AGREEMENT**  
**BETWEEN THE CITY OF BIG SPRING AND**  
**THE BIG SPRING PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**JANUARY 26, 2016 – OCTOBER 31, 2017**

## DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Big Spring Professional Firefighters Association and the City of Big Spring.
2. "Association" means the Big Spring Professional Fire Fighters Association, (IAFF Local 2922), its elected leaders and its collective membership.
3. "City" means the City of Big Spring, its mayor, city council members, city manager, fire chief and those persons designated by the City of Big Spring to manage the city and its fire department.
4. The term "Commission" means the City of Big Spring Firefighters' Civil Service Commission.
5. The term "day" or "days" shall mean calendar days unless otherwise specified.
6. The term "Department" means the Big Spring Fire Department.
7. The term "Department head" means the Chief of the Big Spring Fire Department, his or her designee, or acting Chief of the Big Spring Fire Department.
8. The term "director" means the Director of the City of Big Spring Firefighters' Civil Service Commission.
9. The term "firefighter" means a firefighter employed by the Fire Department of the City of Big Spring.
10. The term "local rules" means the Local Rules and Regulations promulgated by the City of Big Spring Firefighters' Civil Service Commission.
11. "Parties" means the City of Big Spring and the City of Big Spring Firefighters Association and "Party" means the City of Big Spring or the Big Spring Professional Firefighters Association.
12. "Scheduled Vacation" means vacation scheduled by a Fire Fighter prior to the date taken and approved by the Fire Fighter's Supervisor.

**ARTICLE 1**

**PARTIES AND PURPOSE OF MEET AND CONFER**

The Parties to this Agreement are the CITY OF BIG SPRING, TEXAS, a home rule municipality organized under Texas law and the BIG SPRING PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 2922, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF BIG SPRING and the BIG SPRING PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 2922, to achieve and maintain harmonious relations between the Parties related to the conditions of employment of all Fire Fighters employed by the Department in accordance with Subchapter C of Chapter 142 of the Texas Local Government Code and not deny local control by the City except as provided by this Agreement.

**ARTICLE 2**

**RECOGNITION**

The CITY OF BIG SPRING recognizes the BIG SPRING PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 2922, as the sole and exclusive bargaining agent for the covered firefighters described in the petition for recognition, excluding the head of the fire department, in accordance with Subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree that the provisions of this Agreement apply to all civil service employees of the Department but not to employees outside the Department.

**ARTICLE 3**

**HIRING**

**Section 1. Select Application of Chapter 143 Procedures**

In adopting this article, the parties agree to preempt Texas Local Government Code Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.023, 143.024, 143.025, 143.026, 143.027 and 143.032 except as stated in this article. In preempting Chapter 143, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or the Commission.

**Section 2. Classification**

Classification under Texas Local Government Code Section 143.021 (a) and (b) shall apply, except that subsection (c) shall be preempted so that a vacancy in an existing or future position or classification may be filled only according to the Department's hiring process in accordance with the Agreement.

**Section 3. Definition of Vacant Position**

For purposes of this article, vacant position shall mean a vacant position in the firefighter, firefighter/paramedic, firefighter/EMT classification.

**Section 4. Eligibility for Vacant Position**

The eligibility requirements under TLGC Sections 143.023(a),(b), (d), and (f) shall apply to fill vacant positions in the Department.

**Section 5. Procedure for Filling Vacant Positions**

**A. Certified Applicants.**

The Parties hereby agree that entry level testing will not be required for certified firefighter/emt applicants.

Available entry level positions within the Department will be posted online, in newspapers and other places deemed necessary by the Director. Applicants will be considered based on the following hiring preference (1) firefighter/paramedic certificate holders; (2) firefighter/emt certificate holders; (3) firefighter only certificate holders; (4) emt only certificate holders; and (5) all others.

Applicants must first pass a polygraph examination, a background check and a physical, and will then be interviewed by the Oral Review Board and hired pursuant to the Board's ranking which shall include the above-referenced hiring preferences and additional military points if applicable.

**B. Non-certified Applicants.**

In the event there are insufficient numbers of certified applicants to fill the available entry level positions, the Department Head will order a civil service examination to create an eligibility list.

**C. Oral Review Board.**

The Oral Review Board shall consist of five members who shall be designated to service for no less than twelve months. Members will be as follows:

- Two firefighters below the rank of Lieutenant designated by the Department Head;
- One Lieutenant or Deputy Chief designated by the Department Head;
- The Chief or a Deputy Chief designated by the Department Head;
- The Civil Service Director or his designee.

**Section 6. Military Credits**

Ten additional points will be given to military applicants with a DD214 for full duty honorable discharge only.

**ARTICLE 4**

**CIVIL SERVICE COMMISSIONERS**

Section 143.006 (c)(3) shall not apply. A person appointed to the commission must have resided in Howard County for a minimum of twelve (12) months at the time of appointment.

## ARTICLE 5

### DISCIPLINARY ACTION AND APPEALS

#### **Section 1. Suspension of Three (3) Days or Less**

The Parties agree that. Section 143.057 shall not apply to a suspension of three (3) days or less.

When a firefighter is suspended for 3 days or less, other than for conduct that could be defined as a criminal offense equal to a Class B misdemeanor or above, the firefighter may choose one of the following two methods for appealing or serving the suspension.

- A. **Use of Vacation or Compensatory Time.** The firefighter may forfeit vacation or compensatory time equal to the length of the suspension, while at the same time working his/her assigned shift(s), in order to serve the suspension with no loss of paid salary and no break in service for the purposes of seniority, retirement or promotion. The forfeited vacation or compensatory time will not constitute hours worked. The firefighter must waive in writing all rights to appeal under local, state or federal laws, regulations or policies to utilize this method. Approval of use of vacation or compensatory time will be noted in the suspension letter.
- B. **Appeal to the Commission.** The firefighter may appeal a suspension of up to three (3) days to the Commission only. If the firefighter chooses to appeal the suspension, the hearing will be conducted as set forth in the Texas Local Government Code Section 143.053

#### **Section 2. Suspensions of Four (4) to Fifteen (15) Days**

The Parties agree that when a firefighter is suspended for 4-15 days, other than for conduct that could be defined as a criminal offense equal to a Class B misdemeanor or above, the firefighter may choose one of the following two methods of serving or appealing the suspension.

- A. **Use of Vacation or Compensatory Time.**  
The firefighter may forfeit vacation or compensatory time equal to the length of the suspension, while at the same time working his/her assigned shifts, to serve the suspension with no loss of paid salary and no break in service for the purposes of seniority, retirement or promotion. The forfeited vacation or compensatory time will not constitute hours worked. The firefighter must waive in writing all rights to appeal under local, state or federal laws, regulations or policies to utilize this method. Approval of use of vacation or compensatory time will be noted in the suspension letter.
- B. **Appeal to the Commission or Hearing Examiner.** The firefighter may appeal the suspension to the Commission or a Hearing Examiner as provided in the Texas Local Government Code Sections 143.010 and 143.057.

**Section 3. Suspensions of Sixteen (16) to Ninety (90) Days**

The Parties agree that the firefighter and the Department Head may mutually agree to a suspension of from sixteen to ninety days in lieu of indefinite suspension. The firefighter must waive in writing all rights to appeal under local, state or federal laws, regulations or policies in order to enter such an agreement.

**Use of Vacation or Compensatory Time.** When an agreed suspension of sixteen to ninety days is imposed, the firefighter and Department Head may also mutually agree that the firefighter may forfeit vacation or compensatory time equal to the length of the suspension, while at the same time working his/her assigned shifts, to serve the suspension with no loss of paid salary and no break in service for the purposes of seniority, retirement or promotion. The forfeited vacation or compensatory time will not constitute hours worked. Approval of use of vacation or compensatory time will be noted in the suspension letter.

**ARTICLE 6**

**RETIREMENT CONTRIBUTION**

The City agrees to increase its contribution to the Firemen's Relief Retirement Fund to thirteen percent (13%).

**ARTICLE 7**

**VACATION MAKEUP**

If a Fire Fighter is called back to work during a scheduled vacation, he or she will be paid for the vacation in addition to the time worked. The rate of pay for the work will be at the regular rate until the applicable FLSA overtime threshold is reached.

**ARTICLE 8**

**SELL BACK OF VACATION AND HOLIDAY PAY**

The Parties agree that City of Big Spring Administrative Directive 12 shall be modified as follows:

In any year in which the City Council allows a Buy Back Program for City Employees:

A firefighter may trade an unlimited number of sick leave hours taken out during the current year for vacation or compensatory time in order to participate in the program.

In addition, a firefighter may sell back thirty six (36) hours of holiday pay (an addition of twelve hours from previous policy) in lieu of an additional holiday for September 11.

Firefighters may sell back a maximum of ninety six (96) hours (sixty hours of vacation and thirty-six hours of holiday pay) in any authorized buy back program.

**ARTICLE 9**

**TERM OF AGREEMENT**

This Agreement shall have an effective date of January 26, 2016, and shall remain in full force and effect through October 31, 2017.

**ARTICLE 10**

**SAVINGS CLAUSE AND PREEMPTION PROVISION**

**Section 1.**

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may only be amended by written mutual agreement duly approved by the City Council and the Association.

## ARTICLE 11

### CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

**Scope of Procedure.** The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. The Parties agree the provisions of this article do not apply to disciplinary actions.

**Application of Procedure.** If either the City or the Association has a dispute with the other Party regarding this Agreement that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department Head. A firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association. **Disputes must relate to interpretation of specific provisions of the Agreement and not be used as a means to appeal any conditions of employment or disciplinary actions regarding any firefighter.**

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department Head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department Head, it shall have five (5) days to notify the Department Head. The Parties shall then again attempt to resolve the matter. Meet and Confer teams that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within ten (10) days from the Association's notification, the matter shall proceed to mediation or arbitration.

**Mediation.** If the dispute is not resolved after thirty (30) days from the Association's notification, either Party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If the dispute is not resolved through mediation, either party may elect to proceed with arbitration within ten (10) days after the mediation. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution must be in writing and will be final and binding.

**Arbitration.** The Parties agree that if the requirements for arbitration are met, the Director will contact the American Arbitration Association to obtain a panel of qualified arbitrators from which to select an arbitrator. The arbitrator will be selected using the method set forth for selecting a hearing examiner in Section 10 of the City of Big Spring Local Civil Service Rules.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitration shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or as submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within thirty (30) days after the close of the hearing.

**Decision Final and Binding.** The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law regarding the interpretation of contracts.

**Expenses.** Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees. The City will pay any witness fees to firefighters that are required under Section 142.009 of the Texas Local Government Code, however the Association will reimburse the City for its costs for such payments for any witnesses that the Association calls. The fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter and the other Party does not, the requesting Party shall be responsible for such cost.

**Non-Association Members and Expenses.** Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and in accordance with the law will be pursued by the Association, if accepted, until final resolution is reached.

Should the request of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay 100% of all expenses incurred while pursuing final disposition.

The Non-Association member shall deposit with the arbitrator his/her anticipated share of the fee (the amount deposited shall equal the fee for one full day) twenty (20) business days or

such shorter period to avoid additional cancellation fees, prior to hearing date. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the Non-Association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize in writing the City to deduct the amount due from his/her next four (4) paychecks.

***Signature Pages Follow***

**THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

**THE CITY OF BIG SPRING, TEXAS**

(Approved by Big Spring City Council on \_\_\_\_\_)

By: \_\_\_\_\_  
Todd Darden  
City Manager

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Tami Davis, Asst. City Secretary

APPROVED: \_\_\_\_\_  
Craig Ferguson, Fire Chief

APPROVED AS TO FORM: \_\_\_\_\_  
Kaye H. Edwards, City Attorney

**THE BIG SPRING PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF, LOCAL #2922**

(Ratified by BSPFFA Membership on \_\_\_\_\_).

By: \_\_\_\_\_  
\_\_\_\_\_, President, BSPFFA- IAFF Local # 2922

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_, Secretary, BSPFFA-IAFF Local #2922

**Minutes of the Board of Director's Regular Meeting**  
**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**  
**Tuesday, December 15, 2015, 5:15 p.m.**  
**Offices of the Big Spring Economic Development Corporation**  
**215 West Third Street, Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, December 15, 2015 in the offices of the Big Spring Economic Development Corporation. The following notice was sent on December 11, 2015 to all Directors, the news media, and duly posted on December 11, 2015, by Teresa Darden in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the inside and outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, December 15, 2015, 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: Action on Minutes of the November 17, 2015 Regular Meeting, Action to Approve November Financials Report, Directors Report, Executive Session, Action as a Result of Executive Session, Public Comment, Board Comment, and Adjourn".

**Directors Present:**

Mr. Terry Hansen- President  
Mr. Bob Price- Vice President  
Mrs. Nadine Reyes- Secretary/Treasurer  
Mrs. Kay McDaniel  
Mr. Bobby McDonald

**Directors Absent:**

**Staff Present:**

Mr. Terry Wegman  
Mrs. Teresa Darden

**Guests that signed in:** Tyal Rule

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

Mr. Hansen called the meeting to order at 5:15 p.m. Mr. Wegman led the invocation and Mrs. McDaniel lead the pledge.

**ACTION ITEM #2- Action to Approve November 17, 2015 Regular:**

Mr. Hansen presented the Minutes. Motion to accept the Minutes was made by Mr. Price, seconded by Mrs. Reyes. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**ACTION ITEM #3- Action to Approve November Financials:**

Mrs. Reyes presented the Financials. Motion to approve the Financials was made by Mrs. Reyes seconded by Mrs. McDaniel. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**ACTION ITEM #4- Directors Report:**

Mr. Wegman updated the Board on several projects including: Amendment to the rail agreement with the City was approved by City Council. Phase III of rail construction update: appraisal, with metes and bounds is complete and has been sent to TxDot Aviation, at TxDot waiting on Environmental Report, 2-3 weeks with FAA in Ft. Worth, 6 weeks in Washington D.C. The EDC is still working closely with Bartlett and West on the 3D marketing material and is close to completion. IMS Worldwide has been continually meeting with businesses in Big Spring to get a feel for the needs of the area. IMS will meet with Ports to Plains this week. Discussions are still

ongoing with Caprock Holdings LLC. Settlement with the City on the clinic has been reached. As soon as the suit is final, Greystone will start moving forward. Gunsight Mountain is currently under construction. Mr. Wegman updated the board on site visits from an emulsion company, a chemical manufacturing company, a well cementing company and a mobile rail car repair company. Mr. Wegman updated the Board on past and upcoming meetings to include: next Board meeting January 19<sup>th</sup> and joint open house for EDC on December 16<sup>th</sup>.

**AGENDA ITEM #5- Executive Session in accordance with Texas Government Code, Section 551.071. CONSULTATION WITH ATTORNEY; CLOSED MEETING. A governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.**

- Desert Tanks

No Executive Session

Mr. Wegman gave an update on Desert Tanks. Two desktop appraisals have been received by the EDC ranging from \$185,000 to \$295,000. Desert Tanks attorneys requested that they have an appraisal done as well. The appraisers for Desert Tanks were in Big Spring last week. The EDC is currently waiting on Desert Tanks attorneys to contact EDC legal counsel.

**AGENDA ITEM #6- Action as a Result of Executive Session:**

None

**AGENDA ITEM #7- Public Comments:**

None

**AGENDA ITEM #8- Board Comments:**

Mr. Price gave an update on the reliever route and Andrews Hwy. The reliever route estimated completion is end of March 2016. Andrews Hwy has been hindered due to the cooler weather. Mr. Price stated that things are still positive for Big Spring, even with the down turn in oil and gas. Mr. Hansen also stated that things are positive for Big Spring.

**AGENDA ITEM # 9- Adjourn:**

Mrs. McDaniel made a motion to adjourn, seconded by Mrs. Reyes. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. Meeting adjourned at 5:45 pm on December 15, 2015



Mr. Terry Hansen, President

ATTEST:



Mrs. Nadine Reyes, Secretary/Treasurer