



CITY COUNCIL AGENDA

Tuesday, February 9, 2016

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 9, 2016, at 5:30 p.m. in the City Council Chambers located at 307 East 4th 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 by Chaplin Keith Morrison of the Emergency Services Chaplain Corps | McLellan |
| 3. 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.”

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

Disposition of Minutes

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| 3. Approval of the Minutes of the Regular Meeting of January 26, 2016 | 5-8 | Davis |
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Consent Items

- | | | | |
|----|---|-------|--------|
| 4. | Final 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 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 | 9-10 | Moore |
| 5. | Acceptance of the McMahon-Wrinkle Airport and Industrial Park Development Board Meeting Minutes for the Meeting of November 19, 2015 | 11-12 | Little |

Bids

- | | | | |
|----|--|----|----------|
| 6. | Award Bid for 3 Cubic Yard Dump Truck for Cemetery and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 13 | Medina |
| 7. | Permission to Advertise for Bids for Credit Card Services and Equipment | 14 | Moore |
| 8. | Award Bid for Four (4) Police Vehicles and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 15 | Williams |

Routine Business

- | | | | |
|-----|---|--|-----------|
| 9. | Vouchers for 01/14/16 \$ 794,562.82 | | Benavides |
| | Vouchers for 01/21/16 \$ 1,123,246.95 | | |
| 10. | Vouchers for 01/28/16 \$ 468,726.70 | | DePauw |
| | Vouchers for 02/04/16 \$ 845,089.89 | | |

New Business

- | | | | |
|-----|--|-------|--------|
| 11. | First Reading of a Resolution Authorizing the Filing of Two (2) Grant Applications with the Permian Basin Regional Planning Commission Under the Regional Solid Waste Grants Program; and Authorizing the City Manager or His Designee to Act as the Authorized Representative in All Matters Related to This Application; Providing for Severability; and Providing an Effective Date | 16-17 | Womack |
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| 12. | First Reading of an Ordinance Amending Ordinance Number 043-2015 Which Adopted the Annual Budget for the City of Big Spring for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016 by Increasing the General Fund Budget for the Purpose of a Settlement Agreement in Reference to the Malone and Hogan Clinic; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Publication; and Providing an Effective Date | 18-19 | Moore |
| 13. | Consideration and Authorization to Negotiate an Agreement with the YMCA for Life Guards at the Russ McEwen Aquatic Center and Authorizing the City Manager to Execute Any Necessary Documents | | Womack |
| 14. | Consideration and Approval of an Interlocal Agreement with Various Governmental Entities for the 2016 Seal Coat Program and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 20-22 | Womack |
| 15. | Consideration and Approval of Granting an Easement and Right of Way to Oncor to Construct and Maintain Electrical Wires and Supporting Structures to Service New Airpark T-Hangers and Street Lighting and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 23-25 | Little |
| 16. | Consideration and Approval of Bill of Sale, Transferring a Vermeer 1250 BC Chipper from the City of Big Spring to Howard Country | 26-28 | Womack |

City Manager's Report

- | | | | |
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| 17. | Board Openings | | Darden |
| 18. | Presidents Day – Monday, February 15, 2016 | | Darden |

Council Input

- | | | | |
|-----|---------|--|----------|
| 19. | Input | | McLellan |
| 20. | 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, February 5, 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 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

February _____, 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. 4th, Big Spring, Texas, at 5:30 p.m., January 26, 2016, with the following members present:

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

(Councilmember Marquez 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

Mike Willard, Cornerstone Church, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

ANNOUNCEMENTS AND PUBLIC HEARINGS

PUBLIC HEARING – DISCUSSION OF NON-EMERGENCY AMBULANCE OPERATOR’S PERMIT FOR HEART OF TEXAS EMS, INC.

Motion was made by Councilmember Harbour, seconded by Councilmember Waggoner, with all members of the Council voting “aye” to open the above captioned public hearing. Mr. Ferguson explained that this was a permit to allow an outside ambulance service to provide non-emergency transfers. There were no comments from citizens or the Council.

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Myers, with all members of the Council voting “aye” to close the public hearing.

DISPOSITION OF MINUTES

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JANUARY 12, 2016

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

CONSENT ITEMS

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

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

BIDS

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

Motion was made by Councilmember Waggoner, seconded by Councilmember Harbour, with Councilmembers Harbour, Myers, McLellan, Waggoner and Benavides voting “aye” awarding the above captioned bid to Moyers subject to final approval of contract amount, scope of work and contractor qualifications. Councilmember DePauw, being opposed, voting “nay” for passage of same. Motion passed five to one.

AWARD BID TO PURCHASE 1.5 AND 3 YARD REFUSE CONTAINERS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Harbour, seconded by Mayor Pro Tem Myers, with all members of the Council voting “aye” awarding the above captioned bid to Roll Offs USA in the amount of \$182,646.00.

AWARD BID FOR DEMOLITION OF SUB-STANDARD STRUCTURES AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember DePauw, seconded by Councilmember Harbour, with all members of the Council voting “aye” awarding the above captioned bid to Miguel’s Demolition in the amount of \$6.00 per square foot.

ROUTINE BUSINESS

Councilmember Benavides explained to the Council due to being out of town he did not have time to review the vouchers and asked for them to be moved to the next meeting.

NEW BUSINESS

PRESENTATION AND ACCEPTANCE OF BIG SPRING POLICE DEPARTMENT’S ANNUAL CONTACT REPORT FOR 2015

Chief Williams presented the Big Spring Police Department’s Annual Contact Report for 2015. Motion was made by Councilmember DePauw, seconded by Councilmember Benavides approving the above captioned report.

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 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

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

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

Motion was made by Councilmember Harbour, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving the above captioned agreement.

APPROVAL OF AN AMBULANCE OPERATOR’S PERMIT FOR HEART OF TEXAS EMS, INC.

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

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON DECEMBER 15, 2015

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

CITY MANAGER’S REPORT

Todd Darden announced there were openings on the Planning and Zoning Commission and the Zoning Board of Adjustments. Mr. Darden also thanked the citizens that voted in the rollback election for Howard College.

COUNCIL INPUT

Mayor McLellan also thanked citizens for voting in the rollback election and expressed how important it was to Howard College and the students. Mayor McLellan also thanked the staff for cleaning up the old Hall and Bennett Hospital.

Councilmember Harbour expressed her concern on the low turnout in the rollback election and encouraged citizens to vote in the upcoming general election.

ADJOURN

Mayor McLellan adjourned the meeting at 6:15 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

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 7th 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 (62nd) day before election day but no earlier than the thirtieth (30th) day before the date of the filing deadline, as required by sections 1.007 and 143.007 of the Texas Election Code. The application shall clearly designate the residence address of the candidate. Each candidate must reside in the city limits of the City of Big Spring. A candidate for 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 **26th** 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 **9th** day of **February, 2016**, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
November 19, 2015

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., on Thursday, November 19, 2015 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Phillip Welch called the meeting to order at 5:30 p.m. with the following members in attendance:

Phillip Welch, Chairman
Wayne Dawson
Jane Armstrong

Paschal Odom, Vice Chairman
Terry Hansen

Also in attendance: Jim Little, Airport Director
 Andriana Olvera, Airport Secretary
 Orville Spradling, Local Pilot

Absent: Ned Crandall
 Terry Wegman, Big Spring EDC Willie Rangel

Item # 1

Call to Order

Phillip Welch called the meeting to order at 5:34 p.m.

Item # 2

Review and approve minutes from October 22, 2015 meeting

Motion to approve made by Terry Hansen, seconded by Paschal Odom, with all members voting “aye” for acceptance of the minutes as written.

Item # 3

Big Spring Economic Development Corporation Update

Terry is still working with Jim, TxDot and the FAA on designation from aeronautical to revenue producing property around the airport. The project is not yet completed but should be completed in January. The board also discussed the next rail project that was approved for 3.38 million. The EDC has funded two new projects; one being a marketing study and the other hiring Barlett & West to do a computer animation of the airpark for marketing purposes. The board was also informed that Desert Tanks still remains a legal matter.

Item # 4

Rail Yard Development Activity

No other rail activity to report other than what was discussed in EDC Update.

Item # 5

T-Hangar Project, Status

Jim updated the board on the construction progress. The framing is now up and the foundation has been poured. It will hold 12 planes and have electric bifold doors. Expected completion time is February 2016.

Item # 6

Airport Director Update

The airport currently has one over hire position to fill in maintenance. Jim gave a brief update on the wind turbine staging activity on the airpark. This 3 month project should be completed in December 2015. He also informed the board that Parkhill Smith & Cooper came to inspect the apron; re-accomplishment of the Runway 17-35 joint seal was part of the project. There will be upcoming repairs to the joint seal on the runway. Jim also discussed continuous oil drilling around the airpark. A video will be used to present airpark activity in future board meetings.

Item # 7

Reliever Route/Airport Access Road

Project is nearing completion on the reliever route with projected completion shortly after the first of 2016. The City has yet to reach agreement with the land owners on purchase of the access roads. The west access road will be called Airpark Drive and the south access road will be called Martha May Drive.

Item # 8

Interstate 27

Nothing was discussed at this time. TxDot has been receiving letters addressing the pros and cons of a new interstate.

Item #9

Leased Building Issues

Jim updated the board on the current tenant status. Pitts Oil, Desert Tanks and Trace Engines are now out of the airpark. The City remains at a stalemate with Desert Tanks but has prospects interested in the properties.

Item #10

Airport Safety Committee Report

Wayne Dawson informed the board that he will be updating The Safety Plan. It will be ready to view at the next board meeting in January.

Item # 11

Other Events and Activities

Item # 12

Next Meeting Date

January 21, 2016

Adjournment: 7:00 p.m.


Approved by Phillip Welch, Chairman


Date



Purchasing and Material Control Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: February 9, 2016
Subject: Request for Bid Award for 3 Cubic Yard Dump Truck for Cemetery

On Wednesday, January 13, 2016, the City of Big Spring received a bid from Rush Trucks of Dallas through the Buyboard Purchasing Cooperative and the HGAC Purchasing Cooperative for the following:

1 – 2016 Ford F-350 XL Chassis (BuyBoard) \$35,569.00
1 – 3 Cubic Yard Dump Bed (HGAC) \$2,890.00

Recommendation: The staff recommends that the bid be awarded to Rush Trucks of Dallas for \$38,459.00.00, which is \$4,659.00 under budget.



TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DON MOORE, FINANCE DIRECTOR

SUBJECT: REQUEST FOR PERMISSION TO ADVERTISE FOR BIDS FOR CREDIT CARD SERVICES AND EQUIPMENT

DATE: FEBRUARY 3, 2016

This is a request for permission to advertise for bids for credit card services and equipment to be used within various departments.

Please contact me if you have any questions or concerns.

Memorandum

To: Honorable Mayor, City Council, City Manager

Cc:

From: Chief C. Williams

Date: 2/4/2016

Re: Request for Bid Award for Police Vehicles

For budget year 2015-2016 the Police Department was budgeted a total of \$206,720.00 for the purchase of new police units and upfitting (equipment). The Department believed that five (5) police units could be purchased and upfitted for this amount. Due to unforeseen increases in the price of units and increase in upfitting, five (5) police units cannot be purchased for the budgeted amount. The Department would like to instead purchase four (4) units in order to stay within the allotted budget.

On Thursday, January 14, 2016, the City of Big Spring received a bid from Caldwell Country Automotive of Temple through the Buyboard Purchasing Cooperative and Cap Fleet Upfitters for the following:

4 – 2016 Chevy Tahoe Police Package \$138,860.00
4 – Upfitting of Police Units \$57,348.20

Recommendation: The staff recommends that the bid be awarded to Caldwell Country of Temple for \$196, 208.08, which is \$ 10,511.92 under budget.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AUTHORIZING THE FILING OF TWO GRANT APPLICATIONS WITH THE PERMIAN BASIN REGIONAL PLANNING COMMISSION UNDER THE REGIONAL SOLID WASTE GRANTS PROGRAM; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACT AS THE AUTHORIZED REPRESENTATIVE IN ALL MATTERS RELATED TO THIS APPLICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring desires to develop a solid waste reduction program which serves the community, landfill, and compost operations by prolonging the life of the landfill; and

WHEREAS, the Permian Basin Regional Planning Commission is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, the City of Big Spring is qualified to apply for funding under the Regional Solid Waste Grant Program Requests for Applications;

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

SECTION 1. City staff is directed to submit an application to the Permian Basin Regional Planning Commission on behalf of the City for equipment, product remediation, education and training related to a solid waste reduction program.

SECTION 2. If the project is funded, the City of Big Spring will comply with the grant requirements of the Permian Basin Regional Planning Commission, Texas Commission on Environmental Quality and the State of Texas.

SECTION 3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

SECTION 4. All activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

SECTION 5. By a written instrument signed by the Authorized Official, said Authorized Official may designate specially identified officers or employees of the City of Big Spring to execute and deliver agreements and documents relating to the Grant provided by PBRPC on behalf of the City of Big Spring.

Signatures and Titles of Authorized Official:

Name: Todd Darden

Title: City Manager

Signature

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

SECTION 7: The passage of this resolution constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City resolutions be read at two separate meetings of the City Council be suspended, and said rule is hereby suspended, and this ordinance shall be effective immediately upon its passage on first and final reading.

PASSED AND APPROVED on Emergency reading by the City Council of the City of Big Spring, Texas, on this _____ day of February, 2016 at a regular meeting of the City Council, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

Attest:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

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 A SETTLEMENT AGREEMENT IN REFERENCE TO THE MALONE AND HOGAN CLINIC; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2015-16 budget for the City of Big Spring, Texas on September 21, 2015; and

WHEREAS the funding for judgments and damages for a claim settlement with Chapman vs. City of Big Spring was not included in the annual 2015-16 budget;

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, 2015 and ending September 30, 2016 is hereby increased by the amount of \$187,500 in the account of 415-001-680-5616 for the purpose of a settlement agreement in reference to the Malone and Hogan Clinic. This increase will be funded through existing fund balance and a later budget transfer request will be presented to the Council from the General Fund to the Malone and Hogan Fund when the amount to close the Malone and Hogan Fund is known.

SECTION 2. The remaining portions of Ordinance Number 043-2015 shall remain in full force and effect.

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

SECTION 4. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 5. 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 9th day of February, 2016 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 23rd day of February, 2016 with all members of the Council voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

INTERLOCAL AGREEMENT

This Agreement for the joint bidding and engineering management of street improvement projects is entered into between each of the signatories to this Agreement (hereinafter "Participant(s)") and between each additional participant who may hereafter consent to be bound by the terms of this Agreement by appropriate resolution executed by its governing body. This Agreement is executed pursuant to TEXAS GOVERNMENT CODE CHAPTER 791, the Texas Interlocal Cooperation Act.

The Agreement of the parties is as follows:

1. Term.

This Agreement shall extend through the 2016 seal coating season and for so long thereafter as may be necessary to complete the 2016 seal coating program in a manner satisfactory to the individual participants.

2. Consideration.

Each participant 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 participants. Each participant agrees to be bound by the bid specifications attached to this Agreement. Additionally, each participant agrees that the lowest responsible bid received pursuant to the bid process shall be accepted by each of the participants.

3. Joint Bid Process.

It is hereby agreed by the parties that the firm of Parkhill, Smith & Cooper, Inc. ("hereinafter "engineers") will be the agent for each of the participants 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 participant agrees to be bound by the fee schedule submitted by engineers.

4. Communication.

Engineers shall keep the individual participants 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 participant agrees to pay the cost of its portion of the seal coat program within thirty (30) days of completion of its portion of the program

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, executed and delivered to the parties.

8. Construction.

This Agreement is intended to express the mutual intent of the participants and, irrespective of the identity of the participant 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 participant 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 participants.

11. Additional parties.

Each of the original signatories to this Agreement consents to the ratification of this Agreement by addition governmental participants so long as each additional participant 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 Lubbock County, Texas.

13. Effective Date.

This Agreement shall be effective as to each of the signatories on the date of the final execution of their respective resolutions adopting this Agreement.

This Agreement contemplates that all payments shall be made from current funds budgeted for the year 2016. 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 2016 budget, then this Agreement shall terminate on the last day of the fiscal year preceding the year for which appropriation is not made.

City of Big Spring

By: _____
Public Works Director

ATTEST:

City Secretary

PT# _____
District: **MIDLAND**
WR #: **3297993**
ER# _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOWARD §

That **THE CITY OF BIG SPRING, a MUNICIPAL CORPORATION, acting herein and through its Duly Authorized Officers of Howard County**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2016.

CITY OF BIG SPRING

Title

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2016.

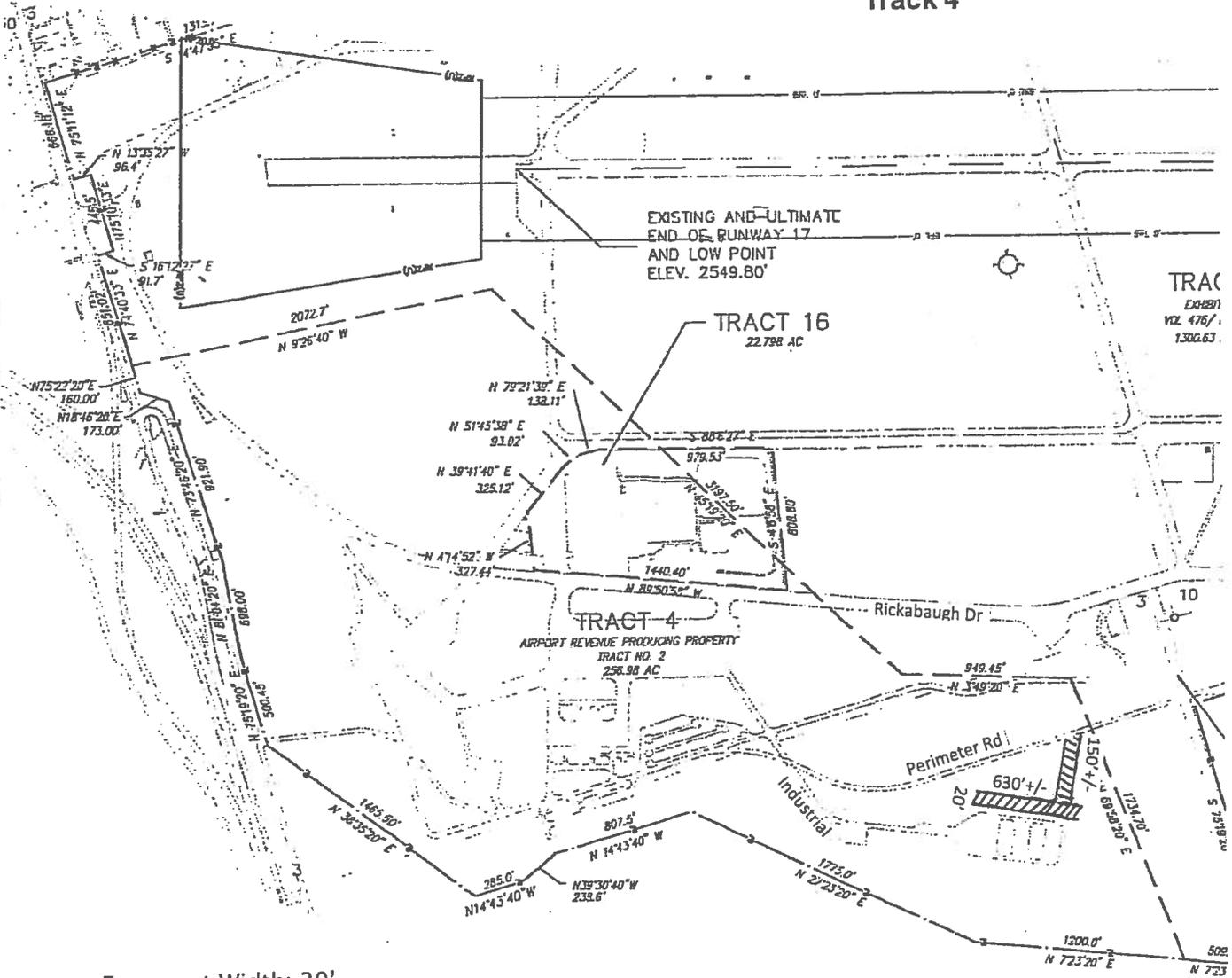
Notary Public in and for the State of Texas

"EXHIBIT A"



No Scale

City of Big Spring
McMahon Wrinkle Airpark
Track 4



Easement Width: 20'
Easement 800'+/-



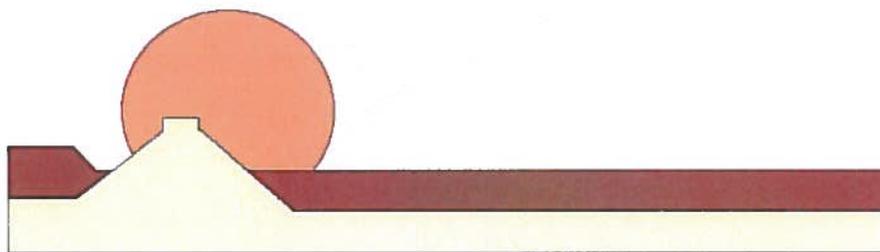
Denotes Easement

GRANTOR: CITY OF BIG SPRING

Map used from TXDOT of
Aviation Division – Airport
Property map

Volume 476 Page: 293 County: Howard
District: Midland/ Big Spring WR#:3297993

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.



City of Big Spring
310 Nolan
Big Spring, Texas 79720
(432) 264-2501

TO: Mayor and Council
FROM: Johnny Womack, Public Works Director *JW*
RE: Vermeer tub chipper

The City of Big Spring Landfill would like to convey for \$10.00, in "AS IS" condition, a Vermeer tub chipper to Howard County. This chipper has not been used in over 4 years at the City.

Due to the volume of wood product and brush (1,325 tons in 2015), it is not feasible for the City to try and grind/chip this amount of material. It is less expensive to contract out, than to pay labor costs in grinding and labor/repair costs to keep this machine running. In 2015, the City paid a contractor \$54,500.00 of which \$22,000 was grant funds.

Thank you.

Bill of Sale

Date: February 9, 2016

Seller: City of Big Spring, a Texas home-rule municipal corporation

Seller's Mailing Address: 310 Nolan, Big Spring, Howard County, Texas 79720

Buyer: Howard County, Texas, a political subdivision of the State of Texas

Buyer's Mailing Address: 300 S. Main, Big Spring, Howard County, Texas 79720

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Transferred Properties: One (1) Vermeer 1250 BC Chipper, bearing serial number 1VRC14137R1004810

Reservations from Transfer: None

Exceptions to Transfer and Warranty:

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the purchase contract and this bill of sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the purchase contract and this bill of sale.

When the context requires, singular nouns and pronouns include the plural.

Seller: City of Big Spring

By: Larry McLellan, Mayor

Buyer: Howard County

By: Kathryn Wiseman, County Judge

STATE OF TEXAS

COUNTY OF HOWARD

This instrument was acknowledged before me on the ____ day of _____, 2016, by Larry McLellan, as the Mayor of the City of Big Spring, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS

COUNTY OF HOWARD

This instrument was acknowledged before me on the ____ day of _____, 2016, by Kathryn Wiseman, as the County Judge of Howard County, a political subdivision of the State of Texas, on behalf of said county.

Notary Public, State of Texas

My commission expires: _____