



CITY COUNCIL AGENDA

Tuesday, July 22, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 22, 2014, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

The City Council may discuss and/or take action on each of the following items before it and may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

**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!

1. Invocation & 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."**

Disposition of Minutes

2. Approval of the Minutes of the Regular Meeting of July 8, 2014 5-9 Davis

Consent Items

3. Final Reading of a Resolution Designating an Investment Officer to be Responsible for the Investment of Funds and Providing an Effective Date 10-11 Moore

Bids

4. Award the Bid for Asbestos Abatement at the McMahon-Wrinkle Airport and Industrial Park Parachute Building and Authorizing the Mayor or His Designee to Execute Any Necessary Documents 12 Medina

Routine Business

- | | | | | | |
|----|-----------------------|----|--------------|--|-------|
| 5. | Vouchers for 07/10/14 | \$ | 1,684,411.80 | | Myers |
| | Vouchers for 07/17/14 | \$ | 1,582,240.13 | | |

New Business

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| 6. | Final Reading of an Ordinance Adopting Two Components of the City of Big Spring Comprehensive Plan Referred to Herein as the North Sector and the Airport Sector; Providing Land Use and Thoroughfare Plans in Those Sectors within the Current City Limits and within the City’s Extraterritorial Jurisdiction (ETJ) as Defined by Section 42.021 of the Texas Local Government Code, Defining the General Boundaries of the Sectors; Providing for Severability; Providing for Publication; and Providing an Effective Date | 13-16 | Browning |
| 7. | Emergency Reading of an Ordinance Amending Chapter 1 of the Code of Ordinances of the City of Big Spring, by Amending Article 1, Entitled “In General”, by Amending Section 1-25, Entitled “Adoption of Civil Service for Firefighters and Civil Service Positions Designated” by Amending Paragraph Three to Increase the Number of Deputy Chief Positions by One and Decrease the Number of Lieutenant Positions by One; Providing a Severability Clause; Providing for Repeal of Conflicting Ordinances; and Providing an Effective Date | 17-18 | Ferguson |
| 8. | First Reading of an Ordinance Amending the Fire Department Pay Scale for Fiscal Year 2013-2014; by Amending the Certificate, Education and Assignment Pay; Providing for an Effective Date | 19-20 | Ferguson |
| 9. | First Reading of a Resolution Regarding City Council Oversight and Approval of Projects and Expenditures of the Big Spring Economic Development Corporation | 21-22 | Sjogren |
| 10. | First Reading of a Resolution Authorizing the City to Enter into an Interlocal Agreement with Glasscock County Pursuant to Section 362.002 of the Texas Local Government Code to Form a Mutual Aid Law Enforcement Task Force in Order in to Cooperate in Criminal Investigations and Other Law Enforcement Activities; Authorizing the Mayor to Execute the Agreement; and Authorizing the Chief of Police to Take All Necessary Actions Under the Agreement | 23-30 | Williams |

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|-----|--|-------|----------|
| 11. | First Reading of a Resolution Authorizing the City to Enter into an Interlocal Agreement with Sterling County Pursuant to Section 362.002 of the Texas Local Government Code to Form a Mutual Aid Law Enforcement Task Force in Order in to Cooperate in Criminal Investigations and Other Law Enforcement Activities; Authorizing the Mayor to Execute the Agreement; and Authorizing the Chief of Police to Take All Necessary Actions Under the Agreement | 31-38 | Williams |
| 12. | First Reading of a Resolution Authorizing the City to Enter into an Interlocal Agreement with Howard County Pursuant to Section 362.002 of the Texas Local Government Code to Form a Mutual Aid Law Enforcement Task Force in Order in to Cooperate in Criminal Investigations and Other Law Enforcement Activities; Authorizing the Mayor to Execute the Agreement; and Authorizing the Chief of Police to Take All Necessary Actions Under the Agreement | 39-47 | Williams |
| 13. | Consideration and Approval of an Agreement with Price Construction, Ltd. for Water Use During Construction of the US 87 Reliever Route and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 48-53 | Womack |
| 14. | Approval and Acceptance of the Minutes of the Meeting of the Big Spring Economic Development Corporation Held on June 17, 2014 | 54-55 | Sjogren |

City Manager's Report

- | | | |
|-----|---------------------------------|--------|
| 15. | Budget Work Sessions August 5-7 | Darden |
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Council Input

- | | |
|-----|-------|
| 16. | Input |
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Executive Session

- | | | |
|-----|---|----------|
| 17. | Adjourn into Executive Session under the Provisions of Title 5, Texas Government Code Section 551.074 to Deliberate the Appointment, Employment, Evaluation and Duties of the City Manager, City Attorney and Municipal Judge | McLellan |
| 18. | Reconvene in Open Session and Take Any Necessary Action | McLellan |

19. 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 on Friday, July 18, 2014 at 6:00 p.m. 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, Administrative Assistant

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

July _____, 2014 at _____ a.m./p.m. page 4 of 55

By: _____ 07-22-14 Agenda
City Secretary's Office

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., July 08, 2014, with the following members present:

LARRY McLELLAN	Mayor
RAUL BENAVIDES	Mayor Pro Tem
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

(Councilmembers Marquez and Harbour were not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
JOHNNY WOMACK	Public Works Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and Texas Flags.

PRESENTATIONS & PUBLIC HEARINGS

ANNOUNCEMENT – KEEP BIG SPRING BEAUTIFUL – GOLD STAR AFFILIATE

Johnny Womack, Public Works Director and President of Keep Texas Beautiful, announced that Keep Big Spring Beautiful received a Gold Star Affiliate Award. Out of 370 Cities that participate in the Keep Texas Beautiful program only 57 Cities received a Gold Star Affiliate Award.

ANNOUNCEMENT – KEEP TEXAS BEAUTIFUL AND EDUCATOR AWARD

Johnny Womack also announced that the First United Methodist Church, Kids with Purpose, received 2nd place in the 2014 Sadie Ray Graff Educator and Educational Award. Mr. Womack also presented them with a proclamation.

PUBLIC HEARING – CONSIDER ADOPTING TWO (2) COMPONENTS OF THE BIG SPRING COMPREHENSIVE PLAN BEING (1) THE NORTH SECTOR PLAN GENERALLY DESCRIBED AS THE AREA NORTH OF THE I-20 FREEWAY EXTENDING FROM SH 350 WEST TO OIL MILL ROAD, THEN WESTWARD ALONG SH 176 TO THE ALIGNMENT OF US 87 RELIEVER ROUTE, THEN NORTH ALONG THE US 87 RELIEVER ROUTE ALIGNMENT TO THE CITY OF BIG SPRING’S EXTRATERRITORIAL JURISDICTION (ETJ) BOUNDARY TO FM 669, THEN SOUTH ALONG FM ROAD 660 TO SH 350 THEN ALONG SH 350 TO I-20; AND (2) THE AIRPORT SECTOR PLAN GENERALLY DESCRIBED AS THE AREA SOUTH OF THE I-20 FREEWAY, THEN WEST OF THE CURRENT WEST CITY LIMIT LINE, WEST OF AIR BASE ROAD, SIMILER DRIVE AND WASSON ROAD TO THE US 87 RELIEVER ROUTE ALIGNMENT AT US 87 THEN WEST AND NORTH ALONG THE ALIGNMENT TO I-20

Motion was made by Councilmember McDonald, seconded by Councilmember Myers, with all members of the Council voting “aye” to open the above captioned public hearing. Representatives with Freese and Nichols presented an update of the Big Spring Comprehensive Plan for consideration on the North Sector Plan and the Airport Sector Plan. Mr. Hoff with the Big Spring Gin expressed concern that his property was in the plan to become a residential area in the North Sector Plan and would affect his business if homes were allowed to build around it. After a brief discussion motion was made by Mayor Pro Tem Benavides, seconded by Councilmember Boyd, with all members of the Council voting “aye” to close the above captioned public hearing.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL HELD ON JUNE 24, 2014

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

CONSENT ITEMS

FINAL READING OF AN ORDINANCE APPROVING A REPLAT OF GOVERNMENT HEIGHTS TO BAUER ADDITION, LOTS 4-9, BLOCK 35, AND PART OF AN ABANDONED ALLEY, AN ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, BEING 1.102 ACRES LOCATED WEST OF US HWY 87 (GREGG STREET) AND SOUTH OF 10TH STREET

FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 029-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014 TO MOVE FUNDS FROM THE GENERAL FUND AND CREATE NEW ENTERPRISE FUNDS FOR THE LANDFILL AND SANITATION DEPARTMENTS FOR THE PURPOSE OF TRACKING REVENUES AND EXPENSES

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK DEVELOPMENT BOARD MINUTES FOR THE MEETING OF MAY 22, 2014

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Benavides, with all members of the Council voting “aye” approving the second and final reading of the above listed ordinances and minutes.

ROUTINE BUSINESS

Councilmember Boyd reviewed the vouchers. Motion was made by Councilmember Boyd, seconded by Mayor Pro Tem Benavides, with all members of the Council voting “aye” approving vouchers in the amount of \$1,045,977.40 (07/03/14).

NEW BUSINESS

FIRST READING OF AN ORDINANCE ADOPTING TWO COMPONENTS OF THE CITY OF BIG SPRING COMPREHENSIVE PLAN REFERRED TO HEREIN AS THE NORTH SECTOR AND THE AIRPORT SECTOR; PROVIDING LAND USE AND THOROUGHFARE PLANS IN THOSE SECTORS WITHIN THE CURRENT CITY LIMITS AND WITHIN THE CITY’S EXTRATERRITORIAL JURISDICTION (ETJ) AS DEFINED BY SECTION 42.021 OF THE TEXAS LOCAL GOVERNMENT CODE, DEFINING THE GENERAL BOUNDARIES OF THE SECTORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

After further discussion as to the area of the Big Spring Gin in the North Sector Plan, the Council decided to revise the plan to leave the 1200 ft. east of the Gin and 600 ft. to the north of the gin as a commercial zone. Motion was made by Councilmember Myers, seconded by Mayor Pro Tem Benavides, with Councilmembers Myers, McLellan, McDonald and Benavides voting “aye” approving the first reading of the above captioned ordinance as revised. Councilmember Boyd, being opposed, voting “nay” for passage of same. Motion passed four to one.

FIRST READING OF A RESOLUTION DESIGNATING AN INVESTMENT OFFICER TO BE RESPONSIBLE FOR THE INVESTMENT OF FUNDS AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Boyd, seconded by Mayor Pro Tem Benavides, with all members of the Council voting “aye” approving the first reading of the above captioned resolution designating Don Moore, Finance Director, as the Investment Officer.

EMERGENCY READING OF AN ORDINANCE AMENDING CHAPTER SIXTEEN OF THE CODE OF ORDINANCES ENTITLED "PUBLIC UTILITIES" BY REPEALING SECTION 16-5 ENTITLED "UTILITY CONNECTIONS OUTSIDE THE CORPORATE LIMITS" AND AMENDING SECTION 16-20 ENTITLED "WATER CONNECTIONS," SUBSECTION (E) BY PROHIBITING ANY NEW CONNECTIONS OUTSIDE THE CORPORATE LIMITS; AMENDING SUBSECTION (F) TO REINFORCE THE PROHIBITION ON UNITS ADDED ON EXISTING METERS OR ACCOUNTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Benavides, with all members of the Council voting "aye" approving the above captioned ordinance.

DISCUSSION AND CONSIDERATION OF METHODS TO PROVIDE CONCESSIONS INCLUDING BEER AND WINE AT THE CITY GOLF COURSE, AUTHORIZING THE STAFF TO REQUEST PROPOSALS OR TO APPLY FOR NECESSARY LICENSES AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Linda Sjogren, City Attorney, explained two options to continue to provide wine and beer sales at the golf course which are to apply for an alcohol license in the name of the City of Big Spring or to request proposals for contract wine and beer concession services. After a brief discussion, Council decided to authorize staff to request proposals for contract services. Motion was made by Mayor Pro Tem Benavides, seconded by Councilmember McDonald, with all members of the Council voting "aye" authorizing staff to request proposals for contract services and authorizing the Mayor or his designee to execute any necessary documents.

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH THE BIG SPRING INDEPENDENT SCHOOL DISTRICT, HOWARD COUNTY JUNIOR COLLEGE, FORSAN INDEPENDENT SCHOOL DISTRICT, COAHOMA INDEPENDENT SCHOOL DISTRICT AND HOWARD COUNTY FOR THE ASSESSMENT AND COLLECTION OF TAXES AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY FOR EMERGENCY AMBULANCE SERVICE AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

CONSIDERATION AND APPROVAL OF AN AMENDMENT TO THE LEASE AGREEMENT WITH SPRINT FOR EQUIPMENT LOCATED ON A CITY WATER TOWER

AND AUTORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

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

CITY MANAGER’S REPORT

Mr. Darden congratulated Johnny Womack for being elected President of Keep Texas Beautiful and noted that Mr. Womack will represent Big Spring and Texas while attending the National Conference.

COUNCIL INPUT

Mayor McLellan also congratulated Johnny Womack and the kids of the First United Methodist Church for their efforts at keeping our city beautiful. Mayor McLellan also thanked everyone that participated with the POPS in the Park event.

EXECUTIVE SESSION

ATTORNEY’S UPDATE ON PENDING CLAIMS AND LITIGATION – ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071(1)(A) TO CONSULT WITH THE CITY ATTORNEY AT 7:10 P.M.

RECONVENED INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 7:20 P.M.

No action taken.

ADJOURN

Mayor McLellan adjourned the meeting at 7:21 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS,
DESIGNATING AN INVESTMENT OFFICER TO BE RESPONSIBLE FOR THE
INVESTMENT OF FUNDS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring is required by law to designate, by resolution, one or more officers or employees to be responsible for the investment of its funds and to be investment officers; and

WHEREAS, no person may deposit, withdraw, invest, transfer, or otherwise manage funds of the City of Big Spring without the express authority derived from this resolution; and

WHEREAS, the City of Big Spring desires to designate the Finance Director/City Secretary as its investment officer;

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

The City of Big Spring Finance Director/City Secretary, Donald Moore, shall serve as the investment officer; and shall manage the City's funds under the provisions of policy and law; and be the designated representative to conduct business with the City's authorized investment pools, brokers, and advisors.

The Finance Director/City Secretary should attend training seminars conducted by independent sources, such as the Texas Municipal League.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 8th day of July, 2014, with all members present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members present voting "aye" for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



CONTINUING EDUCATION
FROM THE TEXAS MUNICIPAL LEAGUE

CERTIFICATE *of* COURSE COMPLETION

This certifies that

Donald Moore

has successfully completed the
Public Funds Investment Act Training

Texas Municipal Center, Austin, Texas

Completion of this course satisfies the training
requirements under State law.

June 26-27, 2014

City of Big Spring
Purchasing and Material Control
Memorandum

To: Honorable Mayor, City Council, City Manager
From: Paul Sotelo, Purchasing Agent
Date: July 22, 2014
Subject: Request for Bid Award for Asbestos Abatement Project – Airpark Parachute Building

On Monday, July 14, 2014, the City of Big Spring accepted sealed bids for **Asbestos Abatement Project – Airpark Parachute Building**.

Recommendation: The staff recommends the bid be awarded to Vanco Insulation, Inc. from Midland, Texas for the amount of \$81,418.00. A bid tabulation is included below for your viewing.

Vanco Insulation, Inc. \$63,518.00 for abatement plus \$17,900.00 for monitoring

Advanced Environmental Systems \$102,901.00 for abatement plus \$8,950.00 for monitoring

Lonestar Demolition and Remediation, LP \$113,000.00 for abatement plus \$8,950.00 for monitoring

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING ADOPTING TWO COMPONENTS OF THE CITY OF BIG SPRING COMPREHENSIVE PLAN REFERRED TO HEREIN AS THE NORTH SECTOR AND THE AIRPORT SECTOR; PROVIDING LAND USE AND THOROUGHFARE PLANS IN THOSE SECTORS WITHIN THE CURRENT CITY LIMITS AND WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ) AS DEFINED BY SECTION 42.021 OF THE, TEXAS LOCAL GOVERNMENT CODE, DEFINING THE GENERAL BOUNDARIES OF THE SECTORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring has a long history of promoting the orderly growth, development and redevelopment of the city consistent with the vision, values, goals and objectives established by the community, and

WHEREAS, as part of the City's Comprehensive Plan, currently underway, the City Council finds that the land use currently in effect in the areas described herein as the North Sector and Airport Sector do not adequately address the land use and transportation needs that would be in the best interest of the citizens of the city;

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

SECTION 1. The "North Sector Plan" generally described as the area north of the I-20 freeway extending from SH 350 west to Oil Mill Road, then westward along SH 176 to the alignment of US 87 Reliever Route, then north along the US 87 Reliever Route alignment to the City of Big Spring's extraterritorial jurisdiction (ETJ) boundary to FM Road 669, then south along FM Road 669 to SH 350 then south along SH 350 to I-20, as depicted in Exhibit A, shall constitute a land use and thoroughfare plan for said area.

SECTION 2. The "Airport Sector Plan" generally described as the area south of I-20 freeway, then west of the current west City Limit line, west of Air Base Road, Similer Drive and Wasson Road to the US 87 Reliever Route alignment at US 87 then west and north along the alignment to I-20, and shown on Exhibit B, shall constitute a land use and thoroughfare plan for said area.

SECTION 3. Should any provision of this ordinance, or its application to any person, entity, or circumstance be for any reason held invalid, the remainder of the Ordinance, or the application of the provision to other persons, entities, or circumstances, shall not be affected.

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

SECTION 5. The City Secretary is hereby ordered and directed to cause the descriptive caption, of this ordinance to be published as provided by law.

SECTION 6. This ordinance shall take effect immediately after passage and publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

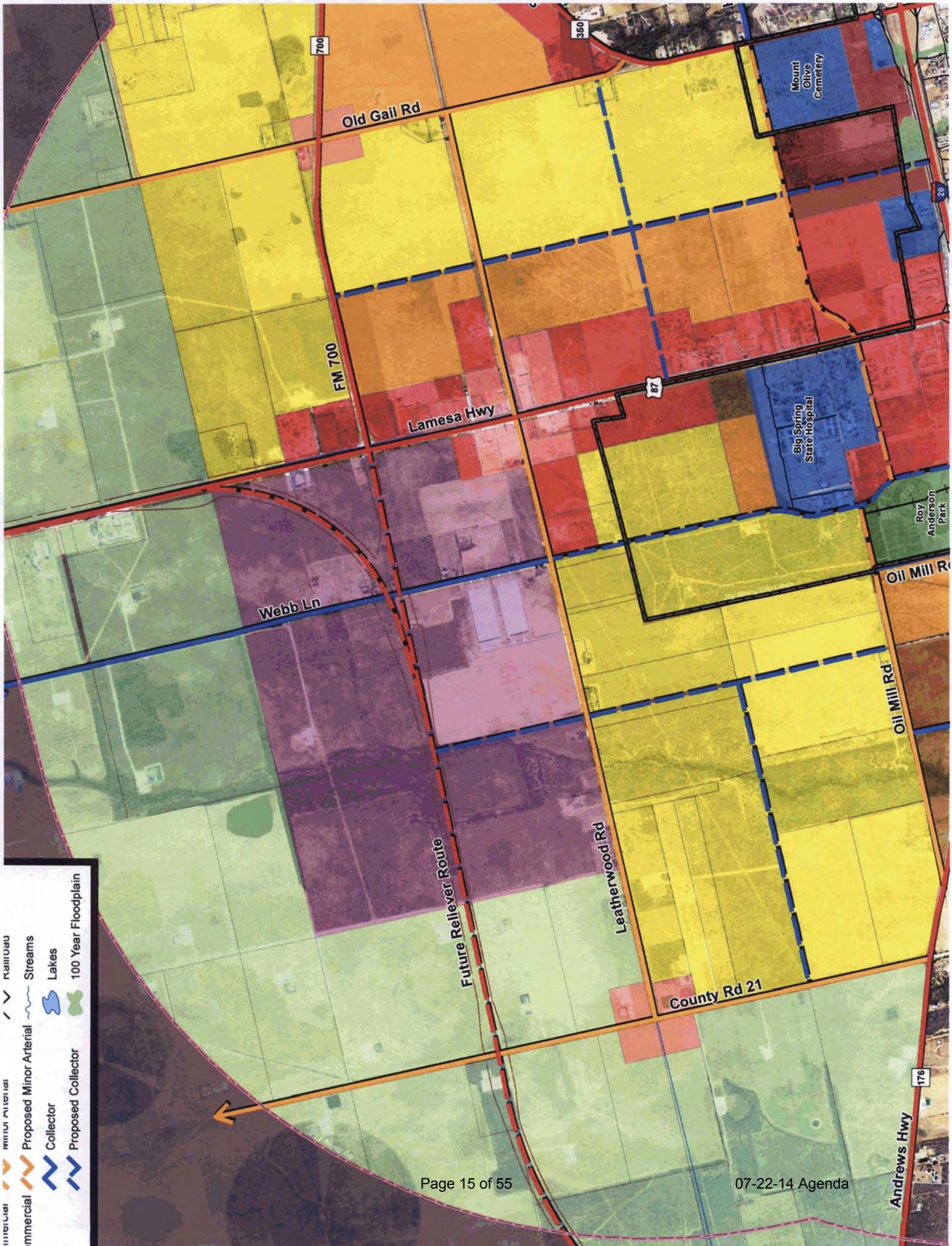
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th day of July, 2014**, with all members voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **24th day of July, 2014**, with all members voting “aye” for the passage of same.

Larry McLellan, Mayor

Attest:

Tami Davis, City Secretary

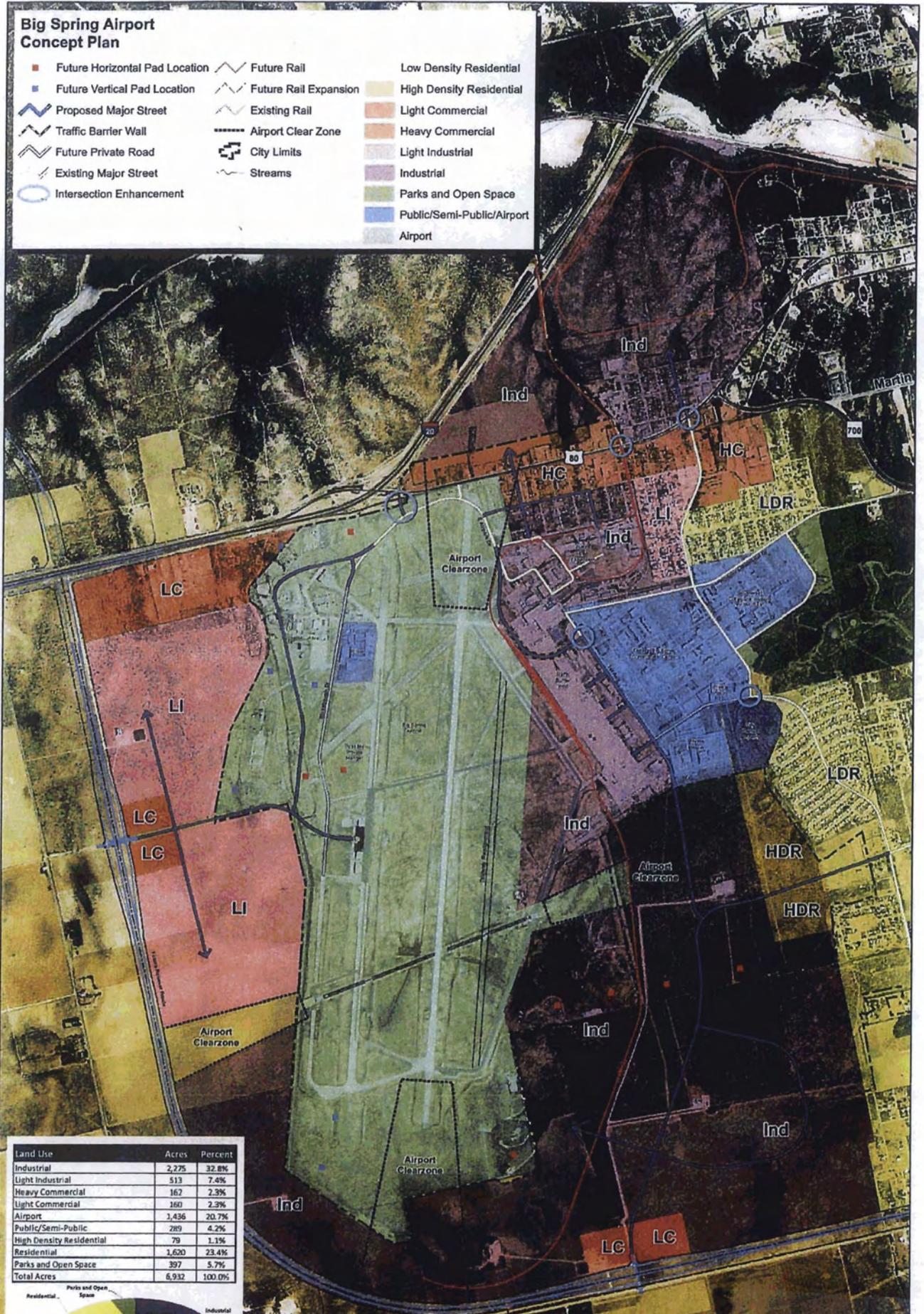


	Proposed Minor Arterial		Streams
	Collector		Lakes
	Proposed Collector		100 Year Floodplain

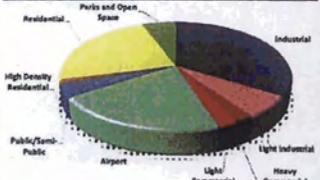
Andrews Hwy

Big Spring Airport Concept Plan

- Future Horizontal Pad Location
- Future Vertical Pad Location
- Proposed Major Street
- Traffic Barrier Wall
- Future Private Road
- Existing Major Street
- Intersection Enhancement
- Future Rail
- Future Rail Expansion
- Existing Rail
- Airport Clear Zone
- City Limits
- Streams
- Low Density Residential
- High Density Residential
- Light Commercial
- Heavy Commercial
- Light Industrial
- Industrial
- Parks and Open Space
- Public/Semi-Public/Airport
- Airport



Land Use	Acres	Percent
Industrial	2,275	32.8%
Light Industrial	513	7.4%
Heavy Commercial	162	2.3%
Light Commercial	160	2.3%
Airport	3,436	20.7%
Public/Semi-Public	289	4.2%
High Density Residential	79	1.1%
Residential	1,620	23.4%
Parks and Open Space	397	5.7%
Total Acres	6,932	100.0%



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 1 OF THE CODE OF ORDINANCES OF THE CITY OF BIG SPRING, BY AMENDING ARTICLE 1, ENTITLED "IN GENERAL", BY AMENDING SECTION 1-25, ENTITLED "ADOPTION OF CIVIL SERVICE FOR FIREFIGHTERS AND CIVIL SERVICE POSITIONS DESIGNATED" BY AMENDING PARAGRAPH THREE TO INCREASE THE NUMBER OF DEPUTY CHIEF POSITIONS BY ONE AND DECREASE THE NUMBER OF LIEUTENANT POSITIONS BY ONE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

WHEREAS, the City Council has determined that it is in the best interest of the City to add one Deputy Chief position and eliminate one lieutenant position in the fire department;

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

Section 1. Chapter 1 of the Code of Ordinances of the City of Big Spring is hereby amended by amending Article 1, entitled "In General" by amending Section 1-25, entitled "Adoption of Civil Service for Firefighters and Civil Service Positions Designated" by amending paragraph three in order to change the number of authorized positions in the Deputy Chief and Lieutenant classifications, which section as amended shall read as follows:

Sec. 1-25. Adoption of Civil Service for Firefighters' and Civil Service Positions Designated.

...

(3) Classification of all firefighters and the number of authorized positions in each classification are as follows:

<u>CLASSIFICATION</u>	<u>NUMBER OF AUTHORIZED POSITIONS</u>
*Fire Chief	1
**Deputy Chief	6
Lieutenant	16
Driver	15
Fire Fighter	25
Total	63

* Non-Civil Service

** One Deputy Chief Position will be appointed

Section 2. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

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

Section 4. Emergency. The passage of this ordinance constitutes an emergency and an imperative public necessity so that the Charter Rule requiring that City ordinances must be read at two (2) separate meetings of the City Council should be suspended and said rule is hereby suspended.

Section 5. This ordinance shall be in full force and effect beginning July 22, 2014.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members of the Council voting “aye for passage of the same.

ATTEST:

Larry McLellan, Mayor

Tami Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE FIRE DEPARTMENT PAY SCALE FOR FISCAL YEAR 2013-2014; BY AMENDING THE CERTIFICATE, EDUCATION AND ASSIGNMENT PAY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Fire Department pay plan for the remaining fiscal year 2013-2014, by amending the provisions for certificate, education and assignment pay;

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

Section 1. Enacted

THAT, the assignment, educational and certificate pay portion of the Fire Department pay schedule shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes as if set forth in full herein, is adopted for the remainder of fiscal year 2013-14. In the event the City Council does not take action to amend the assignment, education and certificate pay in the years following 2013-14, the assignment, education and certificate pay provided shall remain in effect for subsequent years.

Section 2. Repeal

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

Section 3. Effective Date

This ordinance shall be in force and effective from and after its passage in accordance with the City Charter and State law.

PASSED AND APPROVED on First Reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members of the Council voting "aye for passage of the same.

PASSED AND APPROVED on Second and Final Reading at a regular meeting of the City Council on the 12th day of August, 2014, with all members of the Council voting "aye for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Exhibit A

	STEP	SHIFT	JOB DESCRIPTION	CODE	HOURLY	HOURLY	RATE 3 HCP
BASE PAY	1	DAY	CADET		0	\$12.857	
	1	SHIFT	FIRE FIGHTER	FF S	\$12.857	\$13.628	
	2	DAY	FIRE FIGHTER	FF D			\$1.435
	1	SHIFT	APPARATUS ENGINEER	APENG S	\$14.211	\$15.064	\$0.000
	2	DAY	APPARATUS ENGINEER	APENG D			\$1.928
	1	SHIFT	LIEUTENANT	LT S	\$16.030	\$16.992	\$0.000
	2	DAY	LIEUTENANT	LT D			\$3.459
	1	SHIFT	DEPUTY CHIEF	DC S	\$19.293	\$20.451	\$0.000
	2	DAY	DEPUTY CHIEF	DC D			
		1	SHIFT	EMERGENCY MED TECH PARAMEDIC	EMTP S	\$2.131	\$2.131
2		DAY	EMERGENCY MED TECH PARAMEDIC	EMTP D	\$2.985	\$2.985	
EDUCATION	1	SHIFT	ASSOCIATE DEGREE	ASSOC S	\$0.428	\$0.428	
	2	DAY	ASSOCIATE DEGREE	ASSOC D	\$0.600	\$0.600	
	1	SHIFT	BACHELORS DEGREE	BACH S	\$0.870	\$0.870	
	2	DAY	BACHELORS DEGREE	BACH D	\$1.218	\$1.218	
ASSIGNMENT PAY	1	SHIFT	INSTRUCTOR - TDH	INST-TDH S	\$0.888	\$0.888	
	2	DAY	INSTRUCTOR - TDH	INST-TDH D	\$1.244	\$1.244	
	1	SHIFT	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP S	\$0.888	\$0.888	
	2	DAY	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP D	\$1.244	\$1.244	
	1	SHIFT	FIRE INVESTIGATOR or INSPECTOR	INV-INSP S	\$0.455	\$0.455	
	2	DAY	FIRE INVESTIGATOR or INSPECTOR	INV-INSP D	\$0.636	\$0.636	
	1	SHIFT	ARSON INVESTIGATOR	ARSON S	\$0.908	\$0.908	
	2	DAY	ARSON INVESTIGATOR	ARSON D	\$1.261	\$1.261	
	2	DAY	TRAINING OFFICER	TRANOFF D	\$1.206	\$1.206	
	2	DAY	FIRE MARSHAL	FIRE MARSH D	\$7.026	\$7.026	
1	SHIFT	HEALTH INSPECTOR	FIRE MARSH S	\$0.861	\$0.861		
2	DAY	HEALTH INSPECTOR	FIRE MARSH D	\$1.206	\$1.206		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS REGARDING CITY COUNCIL OVERSIGHT AND APPROVAL OF PROJECTS AND EXPENDITURES OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, the Citizens of the City of Big Spring voted to adopt a ½ cent sales tax under Section 4A of the Texas Development Corporation Act, and created Moore Development for Big Spring, Inc. which was subsequently re-named the Big Spring Economic Development Corporation (“BSEDC”) as the economic development corporation authorized to receive and expend such funds; and

WHEREAS, the City Council of the City of Big Spring is charged by state law with oversight of all programs and expenditures of BSEDC; and

WHEREAS the City Council and BSEDC wish to have open lines of communication and to establish certain procedures to facilitate the duties of each with regard to economic development for the City of Big Spring;

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

Section 1. THAT, the Board of Directors of BSEDC (hereinafter “the Board”) or such person or persons that the Board shall designate to represent it, shall meet quarterly (in executive session under Section 551.087 of the Texas Government Code if necessary) to discuss ongoing and contemplated economic development projects that are being considered or negotiated by Big Spring EDC. The meetings shall be held quarterly on the first City Council meeting of the months of January, April, July and October of each year, unless such meeting shall be canceled or rescheduled upon request by the Big Spring EDC or a member of the City Council. Any rescheduling or cancellation that will result in a lapse of more than four months since the previous such meeting must be approved by a majority vote of the City Council.

Section 2. THAT, the City Council must approve all programs and expenditures of the Big Spring EDC, other than routine administrative expenditures provided for in its annual budget, prior to any funds being expended. The City Council will perform this duty by consideration and action on each performance agreement between the Big Spring EDC and proposed fund recipients at a regular or special city council meeting. In the event that the Big Spring EDC intends to make an expenditure that does not require a performance agreement, it will submit a description of the program or expenditure to the City Council and the City Council will perform this duty by consideration and action of such item at a regular or special city council meeting.

Section 3. THAT, the minutes of meetings of Big Spring EDC shall be presented to the City Council under New Business rather than as an item on the Consent Agenda.

Section 4. THAT, the Board shall only require the development and implementation of such policies and procedures for the corporation that are expressly listed in Section 5.08 of the Corporation Bylaws, which are financial, accounting and purchasing policies and procedures.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring, Texas, on the 22nd day of July, 2014, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council of the City of Big Spring, Texas, on the 12th day of August, 2014, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH GLASSCOCK COUNTY PURUSANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT.

WHEREAS, Under Section 362.002 of Texas Local Government Code, the City is authorized to enter into an agreement with a neighboring county to form a mutual aid law enforcement task force in order to cooperate with each other in criminal investigations and other law enforcement activities; and

WHEREAS, the City Council of the City of Big Spring finds it is in the best interest of the public safety of the citizens of the City of Big Spring to enter into such an agreement with Glasscock County so that both entities can make the most efficient and effective use of their law enforcement personnel, equipment, specialized units and other resources;

NOW THEREFORE BE IT RESOLVED, THAT:

- 1) The City shall enter into the Big Spring/Glasscock County Mutual Aid Law Enforcement Task Force in the manner and according to the terms set forth in the Interlocal Agreement attached hereto as Exhibit "A" (hereinafter the "Agreement") and will cooperate with the County in the types of investigations and activities described in the Agreement for the mutual benefit of the City and Glasscock County; and
- 2) The Mayor is hereby authorized to execute the Agreement; and
- 3) The Chief of Police is hereby authorized to take any actions or execute any other documents he deems necessary to accomplish the duties and responsibilities of this City pursuant to such Agreement.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 22nd day of July, 2014, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of **August, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**BIG SPRING/GLASSCOCK COUNTY
MUTUAL AID LAW ENFORCEMENT AGREEMENT**

This Agreement is entered into by and between the City of Big Spring ("City"), a Texas home rule municipal corporation, and Glasscock County, ("County"), a political subdivision of the State of Texas, hereinafter collectively referred to as "the Parties," acting under the authority of Chapter 362 of the Texas Local Government Code, concerning mutual law enforcement services provided through cooperation of the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Parties wish to enter into an agreement for mutual law enforcement services permitted under and pursuant to the Texas Local Government Code §362.002; and

WHEREAS, the respective governing bodies of the Parties have consented to such an agreement by resolution or order attached hereto as Exhibits A and B; and

WHEREAS, the Parties wish to provide the additional territorial jurisdictional and investigative authority to law enforcement officers regularly employed by the Parties, as further described in this Agreement; and

WHEREAS, the Parties believe it to be in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
AGREEMENT**

- 1.01** There is hereby created the Big Spring/Glasscock County Mutual Aid Law Enforcement Task Force between the Parties for the purposes stated herein, hereinafter referred to as the "Task Force".
- 1.02** The purpose of this Agreement is to allow law enforcement officers regularly employed by the Parties to have certain extraterritorial police powers throughout the territorial jurisdiction of the Parties although outside the officers' normal territorial jurisdiction, as further described in this Agreement.
- 1.03** Task Force activities shall include assistance and cooperation from law enforcement officers regularly employed by the City with criminal investigations or other law enforcement activity being conducted by County officers, within the County, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), or other units from the City, and may involve, execution of search and arrest warrants or any other activity related to law enforcement, upon request from the Sherriff or his designee to the Chief of Police or his designee.
- 1.04.** Task Force activities shall also include assistance and cooperation from law enforcement officers regularly employed by the County with criminal investigations or other law

enforcement activities being conducted by City officers within the corporate limits of the City of Big Spring, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), K-9 or other units from the County, and may involve execution of search and arrest warrants, or any other activity related to law enforcement, upon request from the Chief of Police or his designee to the Sherriff or his designee.

ARTICLE II TERM

2.01 This Agreement shall be effective upon execution by all of the Parties and shall continue through July 31, 2015 and shall thereafter be automatically renewed annually for a one (1) year term, unless otherwise terminated as provided herein.

2.02 **Termination.**

- a) Either Party may terminate this Agreement at any time by giving the other Party a minimum of sixty (60) days written notice.
- b) In the event of a breach of this Agreement, the non-breaching Party may terminate this Agreement at any time after providing written notice of the breach to the other Party, and at thirty (30) day opportunity after such notification to correct the breach (the "Notice Period").
- c) Except as otherwise provided herein or unless agreed to in writing by the Parties, if a Party terminates this Agreement because of a material breach, the City shall remain obligated to the Party through the end of the appropriate Notice period and Party shall continue to provide consideration as required under this Agreement to the City through the end of the Notice Period.

ARTICLE III RESPONSIBILITY AND AUTHORITY

3.01 **Responsibility.** The Parties agree to accept responsibility for adhering to all pertinent federal, state, and local laws or regulations.

3.02 **Authority.** Each of the Parties assures the other Party, by its representative's signature, that it has entered into this Agreement by lawful resolution or order of its respective governing body.

ARTICLE IV ARTICLE DEFINITIONS

4.01 "Chief of Police" shall mean the Chief of Police of the City of Big Spring.

4.02 "Compensation" means:

- a) wage, salary, pension, equipment, clothing, medical, and other similar compensation and benefits, including injury or death benefits; and
- b) reasonable expenses incurred for travel, food, and lodging.

4.03 “Contiguous” means touching, directly or indirectly.

4.04 “Department” means the Big Spring Police Department and/or the Glasscock County Sherriff’s Department.

4.05 “Law enforcement officer” has the meaning assigned by Section 362.001, Local Government Code. The term includes a peace officer.

4.06 “Police power” means the lawful authority of a peace officer to carry a weapon, conduct an investigation, make a report, detain, arrest, execute a search or arrest warrant, or engage in other law enforcement conduct attendant to law enforcement, including traffic interdiction and any other general patrol activity.

4.07 “Sheriff” shall mean the Sheriff of Glasscock County.

ARTICLE V CONSIDERATION

5.01 As consideration for this Agreement, the Parties agree to perform the mutual covenants and conditions contained herein and to participate in the lawful activities of the Task Force under this Agreement as well as any agreement, including those pertaining to the contribution of funds, equipment or personnel.

5.02 The Parties expressly agree that any money or property seized in connection with these law enforcement activities will be retained by the Party in which original jurisdiction lies.

ARTICLE VI COMPENSATION AND QUALIFICATION

6.01 **Compensation.** The Parties agree that each Party shall provide for the compensation of each law enforcement officer regularly employed by such Party and assigned to the Task Force.

6.02 **Qualifications for Office.** The Parties agree that qualification for office in the City constitutes qualification for office in the County. The Parties further agree that no additional oath, bond, or compensation is needed for any officer assigned to the Task Force by the Sheriff or the Chief of Police.

**ARTICLE VII
JURISDICTION**

- 7.01 Territorial Jurisdiction.** The Parties agree that law enforcement officers, who are regularly employed by the Parties, may exercise throughout the areas not within the officer's original territorial jurisdiction, the police powers enumerated in Article 7.02.
- 7.02 Police Powers Authorized.** The Parties agree that any law enforcement officers, when performing Task Force activities, shall exercise police power only as that term is defined in this Agreement.
- 7.03 Extraterritorial Arrest Notification.**
- Any officer making an extraterritorial arrest under this Agreement, outside of the original territorial jurisdiction of the officer, shall notify the Department having original jurisdiction without delay. Upon notification, the Department shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.
- 7.04 Command.** While exercising extraterritorial police power under this Agreement, including conducting a Task Force investigation, each law enforcement officer performing such activities shall be under the command of the Department having original jurisdiction and shall have all the power of a regular law enforcement officer of that jurisdiction.
- 7.05 Other Authority.** Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including:
- a) the authority to make a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or
 - b) the authority to take an action in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.
- 7.06 Case Records and Information.** The Department with original jurisdiction shall be the entity responsible for maintaining records, responding to Public Information Act requests, and/or making voluntary media releases concerning any investigations or law enforcement activities initiated and/or conducted through the terms of this Agreement.

**ARTICLE VIII
CONTINUATION OF TERRITORIAL AND INVESTIGATIVE JURISDICTION**

- 8.01** Upon termination of this Agreement, the territorial and investigative jurisdiction of each law enforcement officer regularly employed by the Parties will revert to the appropriate jurisdiction otherwise provided by law or other agreement.

**ARTICLE IX
AMENDMENTS**

9.01 This Agreement may be amended only by the duly authorized mutual written agreement of the Parties.

**ARTICLE X
LEGAL CONSTRUCTION**

10.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XI
ENTIRE AGREEMENT**

11.01 This Agreement supersedes any and all other conflicting agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other conflicting agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**ARTICLE XII
NO JOINT ENTERPRISE**

12.01 **No Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement.

12.02 **Indemnity.** To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officials, council or commission members, employees and agents from any claims, or suits arising from the injury or death of any person, or damage to property, resulting from the intentional or negligent act or omission of the indemnifying Party's employee, officer, or agent arising from or related to said employee, officer or agent's participation in the operations of the Task Force. In no case shall the section be construed as waiving any immunity from prosecution or liability that may exist with respect to any of the Parties hereto or their respective officials, council or commission members, employees or agents.

12.03 **No Agency Relationship/Employee Status.** Notwithstanding the Agreement of the Parties to cooperate in the purpose of the Task Force described herein, no employee or officer of any Party shall be authorized to act on behalf of, or in any way be deemed to be an agent of the other Party. In addition, notwithstanding the Agreement herein to cooperate in the purposes of the Task Force, and the existence of any command structure which may be established in order to facilitate the cooperation of the Parties, an employee of officer of either Party who is assigned to participate in the tasks defined herein, shall not at any time be deemed to be an employee of the other Party.

EXECUTED IN _____ ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 20____.

County of Glasscock

City of Big Spring

Signature

Larry McLellan, Mayor

Printed Name/Title

Date of Order

Date of Order

ATTEST:

ATTEST:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH STERLING COUNTY PURUSANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT.

WHEREAS, Under Section 362.002 of Texas Local Government Code, the City is authorized to enter into an agreement with a neighboring county to form a mutual aid law enforcement task force in order to cooperate with each other in criminal investigations and other law enforcement activities; and

WHEREAS, the City Council of the City of Big Spring finds it is in the best interest of the public safety of the citizens of the City of Big Spring to enter into such an agreement with Sterling County so that both entities can make the most efficient and effective use of their law enforcement personnel, equipment, specialized units and other resources;

NOW THEREFORE BE IT RESOLVED, THAT:

- 1) The City shall enter into the Big Spring/Sterling County Mutual Aid Law Enforcement Task Force in the manner and according to the terms set forth in the Interlocal Agreement attached hereto as Exhibit "A" (hereinafter the "Agreement") and will cooperate with the County in the types of investigations and activities described in the Agreement for the mutual benefit of the City and Sterling County; and
- 2) The Mayor is hereby authorized to execute the Agreement; and
- 3) The Chief of Police is hereby authorized to take any actions or execute any other documents he deems necessary to accomplish the duties and responsibilities of this City pursuant to such Agreement.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **22nd** day of **July, 2014**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of **August, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**BIG SPRING/STERLING COUNTY
MUTUAL AID LAW ENFORCEMENT AGREEMENT**

This Agreement is entered into by and between the City of Big Spring (“City”), a Texas home rule municipal corporation, and Sterling County, (“County”), a political subdivision of the State of Texas, hereinafter collectively referred to as “the Parties,” acting under the authority of Chapter 362 of the Texas Local Government Code, concerning mutual law enforcement services provided through cooperation of the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Parties wish to enter into an agreement for mutual law enforcement services permitted under and pursuant to the Texas Local Government Code §362.002; and

WHEREAS, the respective governing bodies of the Parties have consented to such an agreement by resolution or order attached hereto as Exhibits A and B; and

WHEREAS, the Parties wish to provide the additional territorial jurisdictional and investigative authority to law enforcement officers regularly employed by the Parties, as further described in this Agreement; and

WHEREAS, the Parties believe it to be in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
AGREEMENT**

- 1.01** There is hereby created the Big Spring/Sterling County Mutual Aid Law Enforcement Task Force between the Parties for the purposes stated herein, hereinafter referred to as the “Task Force”.
- 1.02** The purpose of this Agreement is to allow law enforcement officers regularly employed by the Parties to have certain extraterritorial police powers throughout the territorial jurisdiction of the Parties although outside the officers’ normal territorial jurisdiction, as further described in this Agreement.
- 1.03** Task Force activities shall include assistance and cooperation from law enforcement officers regularly employed by the City with criminal investigations or other law enforcement activity being conducted by County officers, within the County, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), or other units from the City, and may involve, execution of search and arrest warrants or any other activity related to law enforcement, upon request from the Sherriff or his designee to the Chief of Police or his designee
- 1.04.** Task Force activities shall also include assistance and cooperation from law enforcement officers regularly employed by the County with criminal investigations or other law

enforcement activities being conducted by City officers within the corporate limits of the City of Big Spring, including, when necessary, the use of personnel, crime scene, tactical, Special Weapons And Tactics (SWAT), K-9 or other units from the County, and may involve execution of search and arrest warrants, or any other activity related to law enforcement, upon request from the Chief of Police or his designee to the Sheriff or his designee, including the use of personnel,.

ARTICLE II TERM

2.01 This Agreement shall be effective upon execution by all of the Parties and shall continue through July 31, 2015 and shall thereafter be automatically renewed annually for a one (1) year term, unless otherwise terminated as provided herein.

2.02 **Termination.**

- a) Either Party may terminate this Agreement at any time by giving the other Party a minimum of sixty (60) days written notice.
- b) In the event of a breach of this Agreement, the non-breaching Party may terminate this Agreement at any time after providing written notice of the breach to the other Party, and at thirty (30) day opportunity after such notification to correct the breach (the "Notice Period").
- c) Except as otherwise provided herein or unless agreed to in writing by the Parties, if a Party terminates this Agreement because of a material breach, the City shall remain obligated to the Party through the end of the appropriate Notice period and Party shall continue to provide consideration as required under this Agreement to the City through the end of the Notice Period.

ARTICLE III RESPONSIBILITY AND AUTHORITY

3.01 **Responsibility.** The Parties agree to accept responsibility for adhering to all pertinent federal, state, and local laws or regulations.

3.02 **Authority.** Each of the Parties assures the other Party, by its representative's signature, that it has entered into this Agreement by lawful resolution or order of its respective governing body.

ARTICLE IV ARTICLE DEFINITIONS

4.01 "Chief of Police" shall mean the Chief of Police of the City of Big Spring.

4.02 "Compensation" means:

a) wage, salary, pension, equipment, clothing, medical, and other similar compensation and benefits, including injury or death benefits; and

b) reasonable expenses incurred for travel, food, and lodging.

4.03 “Contiguous” means touching, directly or indirectly.

4.04 “Department” means the Big Spring Police Department and/or the Sterling County Sherriff’s Department.

4.05 “Law enforcement officer” has the meaning assigned by Section 362.001, Local Government Code. The term includes a peace officer.

4.06 “Police power” means the lawful authority of a peace officer to carry a weapon, conduct an investigation, make a report, detain, arrest, execute a search or arrest warrant, or engage in other law enforcement conduct attendant to law enforcement, including traffic interdiction and any other general patrol activity.

4.07 “Sheriff” shall mean the Sheriff of Sterling County.

ARTICLE V CONSIDERATION

5.01 As consideration for this Agreement, the Parties agree to perform the mutual covenants and conditions contained herein and to participate in the lawful activities of the Task Force under this Agreement as well as any agreement, including those pertaining to the contribution of funds, equipment or personnel.

5.02 The Parties expressly agree that any money or property seized in connection with these law enforcement activities will be retained by the Party in which original jurisdiction lies.

ARTICLE VI COMPENSATION AND QUALIFICATION

6.01 **Compensation.** The Parties agree that each Party shall provide for the compensation of each law enforcement officer regularly employed by such Party and assigned to the Task Force.

6.02 **Qualifications for Office.** The Parties agree that qualification for office in the City constitutes qualification for office in the County. The Parties further agree that no additional oath, bond, or compensation is needed for any officer assigned to the Task Force by the Sheriff or the Chief of Police.

ARTICLE VII JURISDICTION

- 7.01 **Territorial Jurisdiction.** The Parties agree that law enforcement officers, who are regularly employed by the Parties, may exercise throughout the areas not within the officer's original territorial jurisdiction, the police powers enumerated in Article 7.02.
- 7.02 **Police Powers Authorized.** The Parties agree that any law enforcement officers, when performing Task Force activities, shall exercise police power only as that term is defined in this Agreement.
- 7.03 **Extraterritorial Arrest Notification.**
- Any officer making an extraterritorial arrest under this Agreement, outside of the original territorial jurisdiction of the officer, shall notify the Department having original jurisdiction without delay. Upon notification, the Department shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.
- 7.04 **Command.** While exercising extraterritorial police power under this Agreement, including conducting a Task Force investigation, each law enforcement officer performing such activities shall be under the command of the Department having original jurisdiction and shall have all the power of a regular law enforcement officer of that jurisdiction.
- 7.05 **Other Authority.** Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including:
- a) the authority to make a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or
 - b) the authority to take an action in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.
- 7.06 **Case Records and Information.** The Department with original jurisdiction shall be the entity responsible for maintaining records, responding to Public Information Act requests, and/or making voluntary media releases concerning any investigations or law enforcement activities initiated and/or conducted through the terms of this Agreement.

ARTICLE VIII CONTINUATION OF TERRITORIAL AND INVESTIGATIVE JURISDICTION

- 8.01 Upon termination of this Agreement, the territorial and investigative jurisdiction of each law enforcement officer regularly employed by the Parties will revert to the appropriate jurisdiction otherwise provided by law or other agreement.

**ARTICLE IX
AMENDMENTS**

9.01 This Agreement may be amended only by the duly authorized mutual written agreement of the Parties.

**ARTICLE X
LEGAL CONSTRUCTION**

10.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XI
ENTIRE AGREEMENT**

11.01 This Agreement supersedes any and all other conflicting agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other conflicting agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**ARTICLE XII
NO JOINT ENTERPRISE**

12.01 **No Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement.

12.02 **Indemnity.** To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officials, council or commission members, employees and agents from any claims, or suits arising from the injury or death of any person, or damage to property, resulting from the intentional or negligent act or omission of the indemnifying Party's employee, officer, or agent arising from or related to said employee, officer or agent's participation in the operations of the Task Force. In no case shall the section be construed as waiving any immunity from prosecution or liability that may exist with respect to any of the Parties hereto or their respective officials, council or commission members, employees or agents.

12.03 **No Agency Relationship/Employee Status.** Notwithstanding the Agreement of the Parties to cooperate in the purpose of the Task Force described herein, no employee or officer of any Party shall be authorized to act on behalf of, or in any way be deemed to be an agent of the other Party. In addition, notwithstanding the Agreement herein to cooperate in the purposes of the Task Force, and the existence of any command structure which may be established in order to facilitate the cooperation of the Parties, an employee of officer of either Party who is assigned to participate in the tasks defined herein, shall not at any time be deemed to be an employee of the other Party.

EXECUTED IN _____ ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 20____.

County of Sterling

City of Big Spring

Signature

Larry McLellan, Mayor

Printed Name/Title

Date of Order

Date of Order

ATTEST:

ATTEST:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY PURUSANT TO SECTION 362.002 OF THE TEXAS LOCAL GOVERNMENT CODE TO FORM A MUTUAL AID LAW ENFORCEMENT TASK FORCE IN ORDER TO COOPERATE IN CRIMINAL INVESTIGATIONS AND OTHER LAW ENFORCEMENT ACTIVITIES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE CHIEF OF POLICE TO TAKE ALL NECESSARY ACTIONS UNDER THE AGREEMENT.

WHEREAS, Under Section 362.002 of Texas Local Government Code, the City is authorized to enter into an agreement with a neighboring county to form a mutual aid law enforcement task force in order to cooperate with each other in criminal investigations and other law enforcement activities; and

WHEREAS, the City Council of the City of Big Spring finds it is in the best interest of the public safety of the citizens of the City of Big Spring and Howard County to enter into such an agreement with Howard County so that both entities can make the most efficient and effective use of their law enforcement personnel, equipment, specialized units and other resources;

NOW THEREFORE BE IT RESOLVED, THAT:

- 1) The City shall enter into the Big Spring/Howard County Mutual Aid Law Enforcement Task Force in the manner and according to the terms set forth in the Interlocal Agreement attached hereto as Exhibit "A" (hereinafter the "Agreement") and will cooperate with the County in the types of investigations and activities described in the Agreement for the mutual benefit of the City and Howard County; and
- 2) The Mayor is hereby authorized to execute the Agreement; and
- 3) The Chief of Police is hereby authorized to take any actions or execute any other documents he deems necessary to accomplish the duties and responsibilities of this City pursuant to such Agreement.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **22nd** day of **July, 2014**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of **August, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**BIG SPRING/HOWARD COUNTY
MUTUAL AID LAW ENFORCEMENT AGREEMENT**

This Agreement is entered into by and between the City of Big Spring (“City”), a Texas home rule municipal corporation, and Howard County, (“County”), a political subdivision of the State of Texas, hereinafter collectively referred to as “the Parties,” acting under the authority of Chapter 362 of the Texas Local Government Code, concerning mutual law enforcement services provided through cooperation of the Parties to this Agreement.

WITNESSETH:

WHEREAS, the Parties wish to enter into an agreement for mutual law enforcement services permitted under and pursuant to the Texas Local Government Code §362.002; and

WHEREAS, the respective governing bodies of the Parties have consented to such an agreement by resolution or order attached hereto as Exhibits A and B; and

WHEREAS, the Parties wish to provide the additional territorial jurisdictional and investigative authority to law enforcement officers regularly employed by the Parties, as further described in this Agreement; and

WHEREAS, the Parties believe it to be in their mutual best interests to enter into this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I
AGREEMENT**

- 1.01** There is hereby created the Big Spring/Howard County Mutual Aid Law Enforcement Task Force between the Parties for the purposes stated herein, hereinafter referred to as the “Task Force”.
- 1.02** The purpose of this Agreement is to allow law enforcement officers regularly employed by the City to have certain extraterritorial police powers throughout the territorial jurisdiction of the county although outside the officers’ normal territorial jurisdiction, as further described in this Agreement.
- 1.03** Task Force activities may include the following investigations and law enforcement activities by City law enforcement officers:
- a)** Investigative and other law enforcement actions by peace officers including the lawful possession, offer to buy, sell, manufacture, deliver, or distribute a drug or controlled substance, or other law enforcement conduct attendant to a narcotics investigation as well as any other narcotics related incidents, crimes, searches or investigations. These investigations and activities may include drug related surveillance, use of informants, traffic stops, execution of search warrants, arrest

warrants and misdemeanor warrants and any other activity related to narcotics investigations;

- b)** Implementation of Special Weapons And Tactics (SWAT) operations for training and special operations;
- c)** Conducting criminal investigations or other enforcement activity within the County, but outside city limits, when a city officer observes a violation of law within the city limits but the suspect leaves the city limits before the officer is able to perform the law enforcement activities; or when a city officer has probable cause to believe that a person committed a violation of law inside the city limits but such person is located in the county but outside the city limits.
- d)** Assistance and cooperation with any other criminal investigation or other law enforcement activity within the County upon request from the Sheriff or his designee to the Chief of Police or his designee; and
- e)** Temporarily conducting criminal investigations or other law enforcement activities within the County whenever a county law enforcement officer is not immediately available, and continuing such activities until county law enforcement officers arrive at the location and indicate the City officer assistance is no longer necessary.

Any of these activities may include, when necessary, the use of personnel, crime scene, tactical, K-9 or other units from the City, and may involve traffic stops, execution of search warrants, arrest warrants, misdemeanor warrants or any other activity related to law enforcement.

1.04. Task Force activities shall include the following assistance from law enforcement officers regularly employed by the County in criminal investigations or law enforcement activities being conducted by City officers within the corporate limits of the City of Big Spring, or within the County pursuant to this Agreement.

- a)** Assistance and cooperation with any criminal investigation or other law enforcement activity being conducted by City law enforcement officers upon request from the Chief of Police or his designee to the Sheriff or his designee;
- b)** Implementation of Special Weapons And Tactics (SWAT) operations for training and special operations; and
- c)** Temporarily conducting criminal investigations or other law enforcement activities within the corporate limits of the City of Big Spring whenever a city law enforcement officer is not immediately available, and continuing such activities until city law enforcement officers arrive at the location and indicate that County officer assistance is no longer necessary.

Any of these activities may include, when necessary, the use of personnel, crime scene, tactical, K-9 or other units from the County, and may involve traffic stops, execution of

search warrants, arrest warrants, misdemeanor warrants or any other activity related to law enforcement.

ARTICLE II TERM

2.01 This Agreement shall be effective upon execution by all of the Parties and shall continue through July 31, 2015 and shall thereafter be automatically renewed annually for a one (1) year term, unless otherwise terminated as provided herein.

2.02 **Termination.**

- a) Either Party may terminate this Agreement at any time by giving the other Party a minimum of sixty (60) days written notice.
- b) In the event of a breach of this Agreement, the non-breaching Party may terminate this Agreement at any time after providing written notice of the breach to the other Party, and at thirty (30) day opportunity after such notification to correct the breach (the "Notice Period").
- c) Except as otherwise provided herein or unless agreed to in writing by the Parties, if a Party terminates this Agreement because of a material breach, the City shall remain obligated to the Party through the end of the appropriate Notice period and Party shall continue to provide consideration as required under this Agreement to the City through the end of the Notice Period.

ARTICLE III RESPONSIBILITY AND AUTHORITY

3.01 **Responsibility.** The Parties agree to accept responsibility for adhering to all pertinent federal, state, and local laws or regulations.

3.02 **Authority.** Each of the Parties assures the other Party, by its representative's signature, that it has entered into this Agreement by lawful resolution or order of its respective governing body.

ARTICLE IV ARTICLE DEFINITIONS

4.01 "Chief of Police" shall mean the Chief of Police of the City of Big Spring.

4.02 "Compensation" means:

- a) wage, salary, pension, equipment, clothing, medical, and other similar compensation and benefits, including injury or death benefits; and
- b) reasonable expenses incurred for travel, food, and lodging.

- 4.03 “Contiguous” means touching, directly or indirectly.
- 4.04 “Law enforcement officer” has the meaning assigned by Section 362.001, Local Government Code. The term includes a peace officer.
- 4.05 “Police power” means the lawful authority of a peace officer to carry a weapon, conduct an investigation, make a report, detain, arrest, execute a search or arrest warrant, or engage in other law enforcement conduct attendant to law enforcement, including traffic interdiction and any other general patrol activity.
- 4.06 “Sheriff” shall mean the Sheriff of Howard County.

ARTICLE V CONSIDERATION

- 5.01 As consideration for this Agreement, the Parties agree to perform the mutual covenants and conditions contained herein and to participate in the lawful activities of the Task Force under this Agreement as well as any agreement, including those pertaining to the contribution of funds, equipment or personnel.
- 5.02 The Parties expressly agree that in exchange for the benefit to be derived from use of the City of Big Spring Narcotics Task Force throughout the County, the City shall be the entity designated to receive any money or property seized in connection with any narcotics related investigations involving City law enforcement officers acting under this Agreement, notwithstanding the fact that such seizure occurs outside of the City officers’ normal territorial jurisdiction.

ARTICLE VI COMPENSATION AND QUALIFICATION

- 6.01 **Compensation.** The Parties agree that each Party shall provide for the compensation of each law enforcement officer regularly employed by such Party and assigned to the Task Force.
- 6.02 **Qualifications for Office.** The Parties agree that qualification for office in the City constitutes qualification for office in the County. The Parties further agree that no additional oath, bond, or compensation is needed for any officer assigned to the Task Force by the Sheriff or the Chief of Police.

ARTICLE VII JURISDICTION

- 7.01 **Territorial Jurisdiction.** The Parties agree that a law enforcement officer, who is regularly employed by the City, may exercise throughout the areas of the county, not within the officer’s normal territorial jurisdiction, the police powers enumerated in Article 7.02.

7.02 **Police Powers Authorized.** The Parties agrees that any law enforcement officers, when performing Task Force activities, shall exercise police power only as that term is defined in this Agreement.

7.03 **Extraterritorial Arrest Notification.**

Any City officer making an extraterritorial arrest under this Agreement in the County outside of the regular territorial jurisdiction of the officer shall notify the Sheriff's Department Dispatch office without delay. Upon notification, the Sheriff's Department shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

7.04 **Command.** While exercising extraterritorial police power under this Agreement, including conducting a Task Force investigation, each City law enforcement officer performing such activities shall be under the command of the Sheriff and shall have all the power of a regular law enforcement officer of the County.

7.05 **Other Authority.** Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including:

- a) the authority to make a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or
- b) the authority to take an action in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

7.06 **Case Records and Information.** The City shall be the entity responsible for maintaining records, responding to Public Information Act requests and/or making voluntary media releases concerning any narcotics related investigations or law enforcement activities initiated by City law enforcement officers. In all other instances, the Party in whose jurisdiction an investigation or other activity occurs shall be the entity responsible for responding to Public Information Act requests and/or making voluntary media releases concerning the case.

ARTICLE VIII

CONTINUATION OF TERRITORIAL AND INVESTIGATIVE JURISDICTION

8.01 Upon termination of this Agreement, the territorial and investigative jurisdiction of each law enforcement officer regularly employed by the Parties will revert to the appropriate jurisdiction otherwise provided by law or other agreement.

ARTICLE IX AMENDMENTS

9.01 This Agreement may be amended only by the duly authorized mutual written agreement of the Parties.

**ARTICLE X
LEGAL CONSTRUCTION**

10.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE XI
ENTIRE AGREEMENT**

11.01 This Agreement supersedes any and all other conflicting agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other conflicting agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

**ARTICLE XII
NO JOINT ENTERPRISE**

12.01 **No Joint Enterprise.** This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The Parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Agreement.

12.02 **Indemnity.** To the extent allowed by law, each Party agrees to indemnify, defend, and hold harmless the other Party and its officials, council or commission members, employees and agents from any claims, or suits arising from the injury or death of any person, or damage to property, resulting from the intentional or negligent act or omission of the indemnifying Party's employee, officer, or agent arising from or related to said employee, officer or agent's participation in the operations of the Task Force. In no case shall the section be construed as waiving any immunity from prosecution or liability that may exist with respect to any of the Parties hereto or their respective officials, council or commission members, employees or agents.

12.03 **No Agency Relationship/Employee Status.** Notwithstanding the Agreement of the Parties to cooperate in the purpose of the Task Force described herein, no employee or officer of any Party shall be authorized to act on behalf of, or in any way be deemed to be an agent of the other Party. In addition, notwithstanding the Agreement herein to cooperate in the purposes of the Task Force, and the existence of any command structure which may be established in order to facilitate the cooperation of the Parties, an employee of officer of either Party who is assigned to participate in the tasks defined herein, shall not at any time be deemed to be an employee of the other Party.

EXECUTED IN _____ ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 20____.

County of Howard

City of Big Spring

Mark Barr, Howard County Judge

Larry McLellan, Mayor

Date of Order

Date of Order

Attest:

Attest:

**AGREEMENT BETWEEN THE CITY OF BIG SPRING
AND PRICE CONSTRUCTION, LTD
FOR USE OF GROUNDWATER DURING CONSTRUCTION OF
THE U.S. 87 RELIEVER ROUTE**

This Agreement is entered into as of the effective date set forth below, between the City of Big Spring, a Texas home-rule municipality, (hereinafter, "City") and Price Construction, Ltd., (hereinafter "Contractor") for the use of ground water during the Construction of the U.S. 87 Reliever Route.

WHEREAS the Texas Department of Transportation has chosen Contractor to construct portions of the U.S. 87 Reliever Route; and

WHEREAS Contractor needs an adequate supply of non-potable water to be used during the construction and City has a groundwater well at the McMahan Wrinkle Airport and Industrial Park which well is identified on the map attached hereto and incorporated herein for all purposes, as Exhibit "A" (hereinafter, the "Well");

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

Section 1. Agreement for Use of Water. City agrees throughout the term of this Agreement to allow Contractor, its subcontractors, agents or employees access to the Well including ingress and egress to the Well site across City property and the use of such amounts of water from the Well that are available and that Contractor deems necessary for the construction. Contractor will perform necessary repairs to the Well, replace any pumps, controls or equipment, lay temporary water pipe on top of the ground and take any other actions necessary to obtain the required water from the Well. **The City makes no guarantee or representation as to the Well's condition, suitability for Contractor's needs or the quality or quantity of water available. Contractor understands that this agreement is for use of the Well, as is, in its existing condition and any water that may be available currently or through Contractor's repair or replacement of materials and equipment.**

Section 2. Consideration. As consideration for access to the Well and use of the water available, Contractor will make improvements and repairs to the Well. Upon termination of this Agreement, Contractor will remove its power to the Well, but all installed and repaired equipment, including but not limited to pumps, controls and pipe will remain and become the property of the City. Contractor will leave the Well in good working order. In addition, Contractor agrees to assign and transfer to the City the Right of Way Easement it owns that it obtained from Martha Mays for Patterson Road as described in the Easement attached hereto as Exhibit "B." Both Parties agree that the consideration stated herein, i.e., access to the Well and water for construction in exchange for equipment and repairs to the Well and the assignment of Contractor's right of way easement to the City, are sufficient and are hereby deemed to be good and valuable consideration for the mutual promises conveyed herein.

Section 3. Term. The term of this Agreement shall be for a period of two (2) years commencing on August 1, 2014 and ending on July 31, 2016 unless sooner terminated as provided herein. If the construction of the Reliever Route Project is not completed by the termination date,

Contractor may extend this Agreement for an additional six months by providing written notice to City no later than thirty days prior to the end of the Term. If the Reliever Route Project is completed prior to the termination date, Contractor may terminate the Agreement by providing City with written notice of its intent to terminate the Agreement. Such early termination will not relieve Contractor of its duty to provide the above-referenced consideration.

Section 4. Contractor's Duties. By way of expansion and not limitation to any other terms described in this Agreement, Contractor shall be responsible for the following:

4.1 Unless otherwise stipulated in this Agreement, Contractor shall provide and pay for all machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of its duties under this Agreement.

4.2 Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this Agreement and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Agreement, including all environmental laws and regulations, whether federal, state, or local.

4.3 Contractor shall at all times exercise reasonable precautions for the safety of all persons on or near the Well site and shall comply with all applicable provisions of federal, state and municipal laws and building codes.

4.4 The Contractor shall indemnify and hold harmless and defend the City and its officers, agents, council members and employees from all suits, actions, claims, damages, personal injuries, losses, property damage and expenses of any character whatsoever, including attorney's fees, brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any act or omission of the Contractor, its agents or employees, or any subcontractor, in the execution, supervision and operations growing out of or in any way connected with the performance of this Agreement, and Contractor will be required to pay any judgment with costs which may be obtained against the City or any of its officers, agents or employees, including attorneys' fees.

Section 5. Insurance. Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

5.1 Commercial General Liability. This policy shall be an occurrence-type policy, written in comprehensive form and shall protect the Contractor, any subcontractor and the City as additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of the CITY or others arising out of the act or omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Contractors as follows:

\$500,000

General Aggregate

\$250,000

Each Occurrence

5.2 Automobile Liability and Workers' Compensation Coverage.

Statutory requirements

Section 6. Independent Contractor. In Contractor's performance under this Agreement, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the City.

Section 7. Entire contract. This Agreement and the Exhibits referenced herein or attached hereto constitute the entire Agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

Section 8. Assignment. This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the Parties hereto and in the event of an attempted assignment by one Party to this Agreement without the express prior written consent of all other Parties, such attempted assignment shall be void and without effect.

Section 9. Binding effect. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

Section 10. Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 11. Choice of Law/Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under, or arising out of this Agreement shall be in Howard County, Texas.

Section 12. Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have.

Section 13. Attorneys' Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.

Section 14. Notices. All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, return receipt requested, unless specifically provided otherwise.

Notices to **Contractor** shall be sent to:

Price Construction, Ltd.
P.O. Box 1231
Big Spring, TX 79721
Ph: _____; Fax: _____

Notices to **City** shall be sent to:

City of Big Spring
Attn: Todd Darden
City Manager
310 Nolan
Big Spring, TX 79721-1390
Ph: (432) 264-2401; Fax: (432) 263-8310

PRICE CONSTRUCTION, LTD.

CITY OF BIG SPRING

Todd Darden, City Manager

Printed Name

ATTEST:

Title

Tami Davis, Assistant City Secretary

Date

Partnership Acknowledgment:

STATE OF TEXAS §
 §
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of Price Construction, Ltd. known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 20__.

Notary Public, State of Texas

EXHIBIT A

MAP SHOWING LOCATION OF THE WELL

EXHIBIT B

**COPY OF RIGHT OF WAY EASEMENT FROM
MARTHA MAYS TO PRICE CONSTRUCTION
FOR PATTERSON ROAD**

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, June 17, 2014 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, June 17, 2014 in the offices of the Big Spring Economic Development Corporation with Mr. Avant, presiding. The following notice was sent on June 13, 2014 to all Directors, the news media, and duly posted on June 13, 2014, 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, June 17, 2014 at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is: Action on Minutes of the May 20, 2014, Regular Meeting, Action on May Financials, Action on May Investment Reports, Discussion/Action to approve BSEDC Policy and Procedures, Directors Report, Public Comment, Board Comment, and Adjourn".

Directors Present:

Mr. Jim DePauw
Mr. Scott MacKenzie-Secretary
Mr. Don Avant-President
Mrs. Frances Hobbs
Mrs. Nati Saldivar

Directors Absent:

Staff Present:

Mr. Terry Wegman
Mrs. Teresa Darden

Guests that signed in: Andreia Medlin, Ramon Saldivar, Pat Simmons, Raul Benavidez, TJ Stewart, Steve Campbell, Larry McLellan, Marvin Boyd, Alex Huddleston

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

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

ACTION ITEM #2- Action on Minutes of the May 20, 2014 Regular Board:

Mr. Avant presented the minutes of the May 20, 2014 Regular Meeting. Motion to accept the May 20, 2014 minutes as written was made by Mr. MacKenzie, seconded by Mrs. Hobbs. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #3- Action on May Financials Report:

Mr. MacKenzie presented the May Financial report. Motion to approve the May Financial Report was made by Mrs. Saldivar, seconded by Mrs. Hobbs. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #4- Action on May Investment Report:

Mr. MacKenzie presented the May Investment report. Motion to approve the May Investment Report was made by Mrs. Saldivar, seconded by Mr. DePauw. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #5- Discussion/Action to approve BSEDC Policy and Procedures:

Motion to table BSEDC Policy and Procedures until next meeting was made by Mrs. Saldivar, seconded by Mr. DePauw. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #6- Directors Report:

Mr. Wegman updated the Board the Permian Industrial Center is still in progress. A new associate with Leading EDG will start working Big Spring in the upcoming weeks. Tax Abatement process is underway for a 120MW wind project. Mr. Wegman stated that many retail opportunities have presented themselves. Airpark rail construction is in the surveying stage and construction should begin soon. Council approved request to go out for bids on the sewer line construction to the Northwest quadrant. Past meeting included the West Texas Energy Consortium Annual Conference on June 4th and the TEDC Mid-Year Conference June 11-13th. Upcoming meetings include the Ports to Plains Board of Directors meeting on July 16th, held at the Settles Hotel. Request for sponsorship of \$400 for the meeting was made. All directors agreed that BSEDC should sponsor the event. The next EDC meeting will be July 15, 2014.

AGENDA ITEM #7- Public Comments

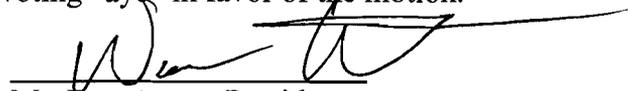
None

AGENDA ITEM # 8- Board Comments

Mrs. Hobbs stated she was looking forward to meeting the new associate with Leading EDG. Mr. DePauw encouraged everyone to attend the Howard County Rodeo this week as well as help contribute to Pops in the Park. Mrs. Saldivar was glad to see the sound system connected. Mr. MacKenzie asked for continuous prayers for rain. Mr. Avant thanked everyone for coming to the meeting and thanked the City for the funds for the sound system.

AGENDA ITEM # 9- Adjourn

Mr. DePauw made a motion to adjourn, seconded by Mrs. Saldivar. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. Meeting adjourned at 5:46 pm on June 17, 2014.


Mr. Don Avant, President

ATTEST:

~~Mr. Scott MacKenzie, Secretary/Treasurer~~
Nati Saldivar, Vice President