



CITY COUNCIL AGENDA

Tuesday, October 14, 2014

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

Public Hearings & Announcements

Disposition of Minutes

2. Approval of the Minutes of the Regular Meeting of September 25, 2014 5-11 Davis

Consent Items

3. Final Reading of an Ordinance Approving an Addition to the City of Big Spring Zoning Ordinance, by Amending Article 2, Entitled "Definitions," Section 2-1, to Define Townhome, Twinhome, and Zero Lot Line; Article 6, Section 6-1, to Establish a New Residential Zoning District to be Abbreviated "SF-4"; Article 6, Section 6-4 Entitled "General Description of Districts" to Include a Description 12-16 Johnston

of the SF-4 Zone; Article 6, Section 6-6 Entitled “Districts and Permitted,” to Include a New Residential Zoning District to be Named SF-4, Zero Lot Line, Twinhome and Townhome Dwelling District; and An Addition to Appendix A, B and C to Include Area Regulation for SF-4 Dwelling Uses; Providing for Severability; Providing for Publication; and Providing an Effective Date

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| 4. | Final Reading of an Ordinance Approving a Final Plat on an Approximately 10.049 Acre Tract Out of Section 25, Township 1-N, Block 32, T & P RR Co. Survey in East Big Spring Located Between Kentucky Way and Dartmouth Avenue; Providing for Severability; Providing for Publication; and Providing an Effective Date | 17-18 | Johnston |
| 5. | Final Reading of an Ordinance Amending Chapter 18, Entitled “Traffic,” by Amending Article Five Section 18-149 Entitled “Specific Parking, Standing, Stopping and Street Closing Provisions” by Adding a New Subsection (n) Entitled “Truck Parking on NE 11 th From N. Goliad to Highway 350 Prohibited” in Order to Prohibit Truck Parking in Front of Residential Property; Authorizing the City Manager to Place Appropriate Signs; Providing for Severability; Providing for Publication; and Providing an Effective Date | 19-20 | Womack |
| 6. | Acceptance of the Convention and Visitors Bureau Committee Minutes for the Meeting of August 15, 2014 | 21-22 | Wegman |

Other Business

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| 7. | Final Reading of an Ordinance Amending the City of Big Spring Zoning Ordinances, Article 2, Section 2-1 Entitled “Definitions of Words and Terms” to Amend Definition 66 Entitled “Home Occupations” to Provide Required Criteria for Home Occupations, to Allow Home Beauty Salons and Pet Grooming in Certain Circumstances, and to Require Inspections; Providing for Severability; Providing for Publication; and Providing an Effective Date | 23-25 | Johnson |
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Routine Business

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| 8. | Vouchers for 09/11/14 \$ 869,068.75 | Marquez |
| | Vouchers for 09/18/14 \$ 909,232.74 | |
| | Vouchers for 09/25/14 \$ 748,899.37 | Harbor |
| | Vouchers for 10/02/14 \$ 563,418.12 | |

New Business

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| 9. | First Reading of a Resolution Declaring the Official Intent of the | 26-27 | Moore |
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City to be Reimbursed for Certain Capital Expenditures from Proceeds of a Lease Purchase Agreement and Establishing an Effective Date

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| 10. | Consideration of a Petition by Allen McGee the True and Only Owner of the Referenced Land, to Annex into the Big Spring City Limits Approximately 12.552 Acres of Undeveloped Land, being Generally Located South of Ann Drive and West of Ann Drive to Lynn Drive; More Specifically Being Approximately 5.96 Acres out of a 169.723 Acre Tract in Section 9, Block 32, T-1-S Texas and Pacific Railroad Company Survey, Howard County, Texas, and Approximately 6.592 Acres out of a 169.723 Acre Tract in Section 9, Block 32, T-1-S Texas and Pacific Railroad Company, Howard County, Texas. | 28-36 | Johnson |
| 11. | Approval and Acceptance of the Texas “J” Regional Advisory Council 2014 EMS/Trauma Care System Award for \$8,134.00 and Allowing the Use of Such Funds to Make Allowable Purchases in Excess of the EMS Department’s Current Budget | 37-38 | Ferguson |
| 12. | Approval of an Agreement Between the City of Big Spring and the West Company of Midland, LLC for Professional Services to Prepare a Stormwater Drainage Manual and Authorizing the City Manager to Execute Any Necessary Documents | 39-45 | Womack |
| 13. | Appointment to Big Spring Economic Development Corporation for Unexpired Term\Expiring 9-30-2017 | | McLellan |

Deborah Barnes
 Don Finkenbinder
 Ron Howell
 Mark Hyatt
 Derrick Looney
 Luis Lopez
 Kay McDaniel
 Joe D. Musgrove
 Terri Myrick
 Anna Osborne
 Manny Ramirez, Jr.

City Manager’s Report

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| 14. | | Darden |
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Council Input

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| 15. | Input | McLellan |
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Executive Session

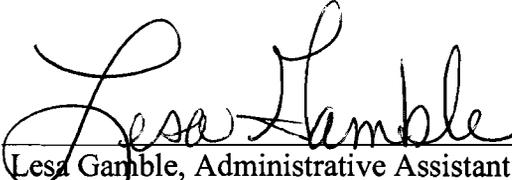
- 16. Adjourn into **Executive Session with the Executive Director of the Big Spring Economic Development Corporation** Under the Provisions of Title 5, Texas Government Code, Section 551.087 to Discuss or Deliberate Commercial or Financial Information Concerning Entities that the City Seeks to Have Locate, Stay or Expand in or Near the City and with Which the City and Big Spring Economic Development Corporation are conducting Economic Development Negotiations; and Under Title 5, Texas Government Code, Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property (**Quarterly Update**) McLellan

- 17. **Executive Session** in Accordance with Texas Government Code Section 551.07(1)(A) to Consult with City Attorney Concerning Pending or Contemplated Litigation (**Quarterly Update**) 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, October 10, 2014 at 4:00 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

October _____, 2014 at _____ a.m./p.m.

By: _____
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., September 25, 2014, with the following members present:

LARRY McLELLAN	Mayor
JUSTIN MYERS	Councilmember
BOBBY McDONALD	Councilmember
MARVIN BOYD	Councilmember

(Councilmembers Marquez, Benavides 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
JOHN MEDINA	Human Resource Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
DON MOORE	Finance Director/ City Secretary
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

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

PUBLIC HEARINGS & ANNOUNCEMENTS

PUBLIC HEARING – REGARDING A FINAL PLAT ON AN APPROXIMATELY 10.049 ACRE TRACT LOCATED BETWEEN KENTUCKY WAY AND DARTMOUTH AVENUE, BEING A 10.049 ACRE TRACT OUT OF SECTION 25, TOWNSHIP 1-N, BLOCK 32, T & P RR CO. SURVEY IN EAST BIG SPRING

Motion was made by Councilmember Myers, seconded by Councilmember Boyd, with all members of the Council voting “aye” to open the above captioned public hearing. No one came forward to make any comments. Motion was made by Councilmember Boyd, seconded by Councilmember Myers, with all members of the Council voting “aye” to close the above captioned public hearing.

ANNOUNCEMENT – PRESENTATION OF “STAR EMPLOYEE” AWARDS

Mayor McLellan and Johnny Womack presented “Star Employee” awards for September 2014 to Thomas Hodges and Leslie Whitten from the Permit Office.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE SPECIAL MEETING OF SEPTEMBER 4, 2014, THE REGULAR MEETING OF SEPTEMBER 11, 2014, AND SPECIAL MEETING OF SEPTEMBER 16, 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 GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION FOR TAX YEAR 2014; AND GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION TO ANY INDIVIDUAL WHO IS DISABLED OR AGE 65 OR OLDER

FINAL READING OF AN ORDINANCE PROVIDING FOR AN ADDITIONAL TWENTY PERCENT (20%) PENALTY TO DEFRAY COSTS OF COLLECTING DELINQUENT TAXES THAT REMAIN DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THEY BECOME DELINQUENT, AND PROVIDING FOR PUBLICATION

FINAL READING OF AN ORDINANCE ESTABLISHING THE PAY SCHEDULE FOR CLASSIFIED POSITIONS WITHIN THE POLICE DEPARTMENT FOR THE FISCAL YEAR 2014-15; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE ESTABLISHING THE FIRE DEPARTMENT PAY SCALE FOR FISCAL YEAR 2014-15; PROVIDING FOR CERTIFICATE, EDUCATION AND ASSIGNMENT PAY IN ACCORDANCE WITH CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING CHAPTER 16, ARTICLE 3 ENTITLED “UTILITY SERVICE CHARGES” BY AMENDING SECTION 16-70 ENTITLED “CHARGES FOR WATER RATES;” ESTABLISHING CHARGES FOR WATER SERVICES FOR 2014-15; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

BIDS

AWARD ANNUAL BIDS AS FOLLOWS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Myers, with all Councilmembers voting “aye” awarding annual bids and authorizing the City Manager or his designee to execute any necessary documents as follows:

Aluminum Sulfate (Alum) to Chameleon Industries in the amount of \$123,980.00.

Anhydrous Ammonia to DPC Industries, Inc. in the amount of \$43,600.00.

Liquid Chlorine to DPC Industries, Inc. in the amount of \$99,170.00.

Polymer to Polydyne, Inc. in the amount of \$32,700.00.

Sulfur Dioxide to DPC Industries, Inc. in the amount of \$26,700.00.

Fleet Fueling Services to Kent Distributors, Inc. in the amount of \$.12 over rack for unleaded and \$.12 over rack for diesel.

Downtown City Offices Janitorial Services to Manny’s Janitorial Service in the amount of \$54,100.80.

Uniforms to Ameripride Corp. in the amount of \$12,930.00.

ROUTINE BUSINESS

Councilmember Marquez was not present at this meeting. This item was passed until the next council meeting.

NEW BUSINESS

FINAL READING OF AN ORDINANCE APPROVING AND ADOPTING THE CITY OF BIG SPRING’S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015

Motion was made by Councilmember Myers, seconded by Councilmember McDonald, with all Councilmembers voting “aye” approving the above captioned ordinance.

FINAL READING OF AN ORDINANCE FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE CITY OF BIG SPRING FOR THE TAX YEAR 2014 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF

Motion was made by Councilmember McDonald, seconded by Councilmember Myers, with all members of the Council voting "aye" approving the motion that the property tax rate be increased by the adoption of a tax rate of \$0.85664 per \$100 valuation, which is effectively a 13.9% increase in the tax rate.

VOTE TO RATIFY THE 2014-15 TAX RATE OF \$0.85664 AND TO RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE 2014-15 ANNUAL BUDGET

Motion was made by Councilmember McDonald, seconded by Councilmember Myers, with all members of the Council voting "aye" approving the above captioned ratification.

PRESENTATION OF HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2014-15 AND APPROVAL OF 2014-15 BUDGET AND 2013 ANNUAL REPORT

Tommy Sullivan, 9-1-1 Communication District Director, presented the Howard County 9-1-1 Communication Districts's proposed budget for Fiscal Year 2014-15, and annual report. Motion was made by Councilmember McDonald, seconded by Councilmember Myers, with all members of the Council voting "aye" approving the Howard County 9-1-1 Communication District's 2014-15 Budget and annual report.

FIRST READING OF AN ORDINANCE APPROVING AN ADDITION TO THE ZONING ORDINANCE, MORE SPECIFICALLY, ARTICLE 6, SECTION 6-6 ENTITLED "DISTRICTS AND PERMITTED," TO INCLUDE A NEW RESIDENTIAL ZONING DISTRICT TO BE NAMED "RS-3, ZERO LOT LINE, TWINHOME AND TOWNHOME DISTRICT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE AMENDING THE CITY OF BIG SPRING ZONING ORDINANCE, ARTICLE 2, SECTION 2-1 ENTITLED "DEFINITIONS OF WORDS AND TERMS" TO AMEND DEFINITION 66 ENTITLED "HOME OCCUPATIONS" TO PROVIDE REQUIRED CRITERIA FOR HOME OCCUPATION, TO ALLOW HOME BEAUTY SALONS AND PET GROOMING IN CERTAIN CIRCUMSTANCES, AND TO REQUIRE INSPECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Myers, seconded by Councilmember Boyd, with Councilmembers Myers, McLellan and Boyd voting "aye" approving the above captioned

ordinance. Councilmember McDonald, being opposed, voting “nay” for passage of same. Motion passed three to one.

FIRST READING OF AN ORDINANCE APPROVING A FINAL PLAT ON AN APPROXIMATELY 10.049 ACRE TRACT OUT OF SECTION 25, TOWNSHIP 1-N, BLOCK 32, T & P RR CO. SURVEY IN EAST BIG SPRING LOCATED BETWEEN KENTUCKY WAY AND DARTMOUTH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 18, ENTITLED “TRAFFIC,” BY AMENDING ARTICLE FIVE SECTION 18-149 ENTITLED “SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS” BY ADDING A NEW SUBSECTION (n) ENTITLED “TRUCK PARKING ON NE 11TH FROM N. GOLIAD TO HIGHWAY 350 PROHIBITED” IN ORDER TO PROHIBIT TRUCK PARKING IN FRONT OF RESIDENTIAL PROPERTY; AUTHORIZING THE CITY MANAGER TO PLACE APPROPRIATE SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

EMERGENCY READING OF AN ORDINANCE AMENDING CHAPTER SEVEN OF THE BIG SPRING CODE OF ORDINANCES ENTITLED “FINANCE,” SECTION 7-14 ENTITLED “CONVENTION AND VISITORS BUREAU BOARD,” BY MAKING THE CITY MANAGER AND DIRECTOR OF FINANCE EX-OFFICIO NON-VOTING MEMBERS, INCREASING THE NUMBER OF AT-LARGE MEMBERS TO FOUR AND REQUIRING ONE AT-LARGE MEMBER TO BE A REPRESENTATIVE OF THE LOCAL HOTEL INDUSTRY; AMENDING SUBSECTION (C) ENTITLED “FILLING OF VACANCIES” TO INCLUDE CORRECTIONS RELATIVE TO THE CHANGES TO SUBSECTION (A); PROVIDING AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY

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

APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH THE HERITAGE MUSEUM FOR HISTORICAL PRESERVATION AND RESTORATION PROJECTS AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

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

APPROVAL OF AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF BIG SPRING AND THE HERITAGE MUSEUM FOR GENERAL OPERATION OF THE POTTON

HOUSE AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

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

APPROVAL OF AN OIL AND GAS LEASE WITH BIG STAR OIL AND GAS FOR APPROXIMATELY 66 ACRES OF CITY OWNED LAND AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Myers, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving the above captioned lease.

CONFIRMATION OF THE CITY MANAGER’S APPOINTMENTS TO THE CIVIL SERVICE COMMISSION

Motion was made by Councilmember Myers, seconded by Councilmember McDonald, with Councilmembers Myers, McLellan and McDonald confirming the City Manager’s appointment of Jim Depauw to the Civil Service Commission. Councilmember Boyd, being opposed, voting “nay” for passage of same. Motion passed three to one.

APPOINTMENTS TO BOARDS AND COMMITTEES THAT HAVE TERMS EXPIRING OR VACANCIES

Motion was made by Councilmember McDonald, seconded by Councilmember Boyd, with all members of the Council voting “aye” to appoint the following boardmembers:

Willie Rangel, Jr. and Phillip Welch to the McMahon/Wrinkle Airpark Development Board.

Terry McDaniel and Kevan Schooler to the Planning and Zoning Commission.

Drew Mouton and Libby Uribe to the Zoning Board of Adjustments and Appeals.

Walter Brumley and Matt Evans were appointed to serve on the Board of Adjustments and Appeals by paper ballot.

Troy Tompkins, Jaydish Patel and Andrea Barr were appointed to serve on the Convention and Visitors Bureau Board by paper ballot.

CITY MANAGER’S REPORT

Mr. Darden reported that the City employee’s picnic is scheduled for September 26, 2014 at 12:00 p.m. and invited the Council to attend. Mr. Darden also announced that several staff and councilmembers would be attending the annual TML Conference on October 2, 2014.

COUNCIL INPUT

Mayor McLellan announced that he was looking forward to the new fiscal year.

Mayor McLellan and Councilmember McDonald expressed their past experience at the annual TML Conference and that it is a great opportunity to hear new ideas from other cities.

ADJOURN

Mayor McLellan adjourned the meeting at 7:05 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING AN ADDITION TO THE CITY OF BIG SPRING ZONING ORDINANCE, BY AMENDING ARTICLE 2, ENTITLED "DEFINITIONS," SECTION 2-1, TO DEFINE TOWNHOME, TWINHOME, AND ZERO LOT LINE; ARTICLE 6, SECTION 6-1, TO ESTABLISH A NEW RESIDENTIAL ZONING DISTRICT TO BE ABBREVIATED "SF-4"; ARTICLE 6, SECTION 6-4 ENTITLED "GENERAL DESCRIPTION OF DISTRICTS" TO INCLUDE A DESCRIPTION OF THE SF-4 ZONE; ARTICLE 6, SECTION 6-6 ENTITLED "DISTRICTS AND PERMITTED," TO INCLUDE A NEW RESIDENTIAL ZONING DISTRICT TO BE NAMED SF-4, ZERO LOT LINE, TWINHOME AND TOWNHOME DWELLING DISTRICT'; AND AN ADDTION TO APPENDIX A, B AND C TO INCLUDE AREA REGULATIONS FOR SF-4 DWELLING USES; PROVIDING FOR SEVERABLITLY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission gave its approval and recommendation for the addition of a new residential zoning category, Zero Lot Line, Twinhome and Townhome (SF-4) Dwelling District;

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

SECTION 1. Article 2 of the City of Big Spring Zoning Ordinance, entitled "Definitions" is hereby amended to add the following definitions which shall read as follows and to renumber Section 2-1 as necessary:

TOWNHOME – A single-family residential dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof. A yard or public way shall lie on at least two sides of the end units.

TWINHOME - Two single-family residential dwelling units sharing a common wall. Such wall shall be constructed to meet the latest International Building Codes.

ZERO LOT LINE – A single-family residential dwelling unit with one side located on the side lot line whereas the other side maintains a minimum 10 foot building setback.

SECTION 2. Article 6, Section 6-1 of the City of Big Spring Zoning Ordinance, entitled "Zoning Districts Established" is hereby amended to include a new Single-Family Dwelling District abbreviated as "SF-4."

SECTION 3. Article 6, Section 6-4, entitled "General Description of Districts" is hereby amended to add the following residential district:

SF-4, Single-Family Dwelling District. A zone designated to accommodate single-family development on lots not less than 2,610 square feet in area for zero lot line and twinhome units, and on lots not less than 1,875 square feet in area for townhouse units."

SECTION 4. Article 6, Section 6-6 entitled “Districts and Permitted Uses” is hereby amended by adding a new residential zoning district to be named “SF-4, Zero Lot Line, Twinhome and Townhome Dwelling District” that shall read as follows:

- (A) Use. A building or premise shall be used only for the following uses:
 - (1) Single-family dwelling detached and attached, with a limit of one such dwelling per legally platted and recorded lot.
 - (2) Church or rectory, or other religious worship facilities.
 - (3) Buildings or uses owned or operated by public governmental agencies, parks, playgrounds and public community centers, and public utility lines and structures.
 - (4) Railroad tracks and right-of-way.
 - (5) Temporary buildings for uses incidental to construction work on the premises, which shall be removed upon completion or abandonment of construction work.
 - (6) Accessory buildings and uses including carports, customarily incident to the above uses and located on the same lot and not involving the conduct of a retail business.

- (B) *Height.* No building shall exceed 35 feet in height, or 2 ½ stories in height.

- (C) *Lot area, side and rear setbacks. (Additional requirements outlined in Section 6-6.G, below).* Zero Lot Line or Twinhome Unit: 2610 square feet; Townhouse Unit: 1,875 square feet. One side yard (minimum). Zero lot line units generally require one side yard of at least ten (10) feet, and the other side yard may be reduced to zero (0) feet, but not more than one (1) foot. Minimum rear building setback is ten (10) feet.

- (D) *Lot width.* The minimum lot width shall not be less than 45 feet at the required front and rear building setback lines for a Zero Lot Line or Twinhome unit. A Townhouse Unit lot shall not be less than 25 feet in width.

- (E) *Lot depth.* The minimum depth of the lot for a Zero Lot Line or Twinhome Unit shall not be less than fifty-eight (58) feet in depth. The minimum depth of the lot for a Townhome Unit shall not be less than seventy-five (75) feet in depth.

- (F) *Lot coverage (or Floor Area Ratio).* In no case shall more than 0.62 (62%) percent of the total lot area be covered by the combined area of the main buildings and accessory buildings.

- (G) *Additional Standards for Zero Lot Line Dwellings.*
 - (1) Development of a zero lot line dwelling shall occur only on a lot that has been specifically platted in accordance with the provisions of the City of Big Spring Subdivision Ordinance to accommodate such a use.
 - (2) Side yards on lots with a zero lot line dwelling shall meet the following requirements:
 - (a) One side yard must be a minimum of ten (10) feet.

- (b) The remaining side yard may range from zero (0) feet, up to a maximum of one (1) foot, except for lots where minimum setbacks required from side streets or from adjoining lots in other zoning districts necessitate this remaining side yard to be a minimum of five (5) feet. In no circumstance shall the separation between a zero lot line home and any dwelling on an adjoining lot be less than ten (10) feet.
 - (c) Any side yard abutting a street right-of-way must be a minimum of five (5) feet.
 - (d) Any side yard abutting a lot in a different zoning district must be a minimum of 5 feet.
 - (e) A maximum two-foot eave overhang is allowed within these required side yards.
- (3) A perpetual easement with a minimum width of five feet shall be provided on the adjacent lot, for the maintenance of the wall of the dwelling with the zero lot line. This required easement shall be in favor of the lot on which a zero lot line is planned at or near the boundary to which this easement is adjacent. This required easement shall extend along the entire length of the side boundary to which the easement is adjacent.
- (4) Except as permitted by subparagraphs (a) and (b) below, no doors or window opening of any kind (and no air conditioning units, utility meters and electric panel boxes) shall be allowed on the wall of a dwelling or accessory building that lies on or faces a zero lot line.
- (a) Any portion of an exterior wall which lies less than three (3) feet from and substantially parallel to the zero lot line side boundary shall also not be considered on the zero lot line. Doors and windows shall generally be permitted on such walls, subject to the following limitation(s) requirement(s):
 - (1) If a door and/or window opens onto a courtyard substantially framed by a dwelling's exterior walls on at least three sides, and such door or window would offer the only practical means of exterior access to and from a bedroom, then such door or window shall not be permitted.
 - (2) If a door and/or window opens onto a courtyard which is substantially framed by a dwelling's exterior walls on at least three sides, and the remaining side(s) of such courtyard open(s) onto a zero line side boundary, then the remaining side(s) of such courtyard shall be enclosed by a privacy wall extending along that zero lot line side boundary. Said privacy fence shall be at least eight (8) feet in height and, furthermore, shall be composed of solidly opaque material which is substantially the same as those comprising the adjoining exterior walls on the residence.
 - (b) One or more translucent windows (as approved by the Building Official) shall be allowed on the zero lot line side of the lot on which a dwelling or accessory building is located.
 - (1) The cumulative area of such translucent window(s) shall not exceed 16 square feet in size.
- (5) The roof of each unit must be designed to prevent stormwater runoff from draining onto the adjacent lot.
- (6) Required easements shall be shown on the final plat. If required easements are not shown on the final plat of lots for zero lot line homes, then such easements shall be created by

means of a replat or other separate legal instrument filed with the Clerk of Howard County, before permits for building are granted by the City.

- (7) In no case shall the owner of any zero lot line dwelling be granted an easement on the adjoining property for the use of enjoyment of any portion of that property, except for a 5 foot maintenance easement referenced in number 3, above.

(H) *Additional Standards for Twinhomes*

- (1) Only one twinhome dwelling shall be allowed on a single lot.
- (2) Any lot occupied by a twinhome dwelling shall have a minimum side yard of 10 feet along any side boundary not adjacent to another twinhome structure.

(I) *Additional Standards for Townhouses*

- (1) Only one townhouse dwelling shall be allowed on a single lot.
- (2) For the purposes of this subsection, a cluster of attached townhouse dwellings shall be referred to as a townhouse structure. The minimum space required between townhouse structures shall be as follows:
 - (a) If the end walls are 4-hour rated firewalls (or better) as defined by the City's building code, no minimum space shall be required.
 - (b) In all other cases, a minimum spacing of 10 feet shall be required. A maximum 2-foot eave overhang is allowed within this required separation area.
- (3) A minimum space of 10 feet shall be required between a townhouse structure and any other residential structure (other than a townhouse) or the side boundary of any lot in a nonresidential zoning district. A maximum 2-foot eave overhang is allowed within this required separation area.
- (4) Walls between individual townhouse dwelling units in a townhouse structure shall be at least 1-hour rated firewalls, as defined by the City's building code, including adjoining walls and ceiling where a garage or carport is adjacent to or connected with any living area.
- (5) The number of individual townhouse dwelling units in a townhouse structure shall be no more than 8 units, nor less than 3 units. The Building Official or designee shall grant no certificates of occupancy for less than 3 attached dwellings in a townhouse structure.

SECTION 5. 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 6. That the City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance to be published as provided by law.

SECTION 7. This ordinance shall take effect immediately from and after its publication and passage upon two readings 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 **25th** day of **September, 2014**, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second final reading at a regular meeting of the City Council on the **14th** day of **October, 2014**, with all members present voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A FINAL PLAT OF AN APPROXIMATELY 10.049 ACRE TRACT OUT OF SECTION 25, TOWNSHIP 1-N, BLOCK 32, T & P RR CO. SURVEY IN EAST BIG SPRING LOCATED BETWEEN KENTUCKY WAY AND DARTMOUTH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission has given its approval of the Final Plat of said 10.049 acres.

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

SECTION 1. The Final Plat of the 10.049 acre tract out of Section 25, Township 1-N, Block 32, T. & P. RR Co. Survey in the City of Big Spring, Howard County, Texas, attached as Exhibit "A." is hereby approved, with conditions.

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. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provision of the Charter of the City of Big Spring, and it is accordingly so ordained.

SECTION 4. It is officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 25th day of September, 2014, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second final reading at a regular meeting of the City Council on the 14th day of October, 2014, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary



UNIVERSITY GARDENS #2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 18, ENTITLED "TRAFFIC," BY AMENDING ARTICLE FIVE SECTION 18-149 ENTITLED "SPECIFIC PARKING, STANDING, STOPPING AND STREET CLOSING PROVISIONS" BY ADDING A NEW SUBSECTION (n) ENTITLED "TRUCK PARKING ON NE 11TH FROM N GOLIAD TO HWY 350 PROHIBITED" IN ORDER TO PROHIBIT TRUCK PARKING IN FRONT OF RESIDENTIAL PROPERTY; AUTHORIZING THE CITY MANAGER TO PLACE APPROPRIATE SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Big Spring City Council finds it in the best interest of public health and safety to prohibit truck parking in front of residential properties adjacent to the Pilot Truck Stop;

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

SECTION 1. Chapter 18, Article 5, Section 18-149 of the Big Spring Code of Ordinances entitled "Specific Parking, Standing and Street Closing Provisions" is hereby amended by adding a new Subsection (n) to read as follows:

Sec. 18-149. Specific Parking, Standing, Stopping and Street Closing Provisions.

(n) Truck Parking on NE 11th from N Goliad to Hwy. 350 Prohibited. Truck parking shall be prohibited on the south side of NE 11th Street from N. Goliad to Hwy 350.

SECTION 2: The City Manager is hereby authorized to place appropriate warning signs in accordance with this ordinance.

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

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

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

SECTION 6. This ordinance shall take effect immediately after its 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 25th day of September, 2014, with all members voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 14th day of October, 2014, with all members voting “aye” for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

**Convention and Visitors Bureau Committee
Minutes from Friday, August 15, 2014
City Council Chambers**

Present: Carmen Harbour, Bobby McDonald, Todd Darden, Jacob Cerda, Troy Tompkins, Amy Jacobs
Staff: Debbie Wegman, Hayley Lewis, Terri Telchik
Absent: Don Moore
Guests: Treavor Partlow, Sandy Stewart, Kelly Cook, Nati Saldivar, Ramon Saldivar, AJ Weaver, Johnny Womack, Pat Simmons, Greg Brooks

Mrs. Carmen Harbour called the meeting to order at 4:02 p.m.

Approval of minutes

The minutes from the meeting of July 2, 2014 were reviewed. Motion was made by Todd Darden to approve the minutes as written. Motion was seconded by Troy Tompkins and passed unanimously.

Discussion of Follow-up Reports

- a. Cinco de Mayo- Nati Saldivar and Dale Avant were present to provide the follow up report for the 1st annual Cinco de Mayo event that was held on May 2-3, 2014. Nati Saldivar mentioned that a \$5,000 donation was made by Dale Avant and a \$5,000 donation was made by Mr. Saldivar that Mrs. Wegman mentioned that was not recorded in the follow-up report. Mrs. Harbour asked if they could bring in a revised copy to show the difference. Only 8 hotel rooms were recorded, but estimated attendance was around 1,000.

Review of Event Funding Report

The event funding balance was provided to committee members.

Consideration of Event Funding Requests

- a. Empty Bowls VIII-Sandy Stewart, United Way Director, was present to present the request for United Way to have in-kind use of the Dora Roberts Community Center for the 8th Annual Empty Bowls event. Motion was made by Bobby McDonald to approve the request. Motion was seconded by Amy Jacobs and passed unanimously.
- b. West Texas Disc Golf Champions Tournament- Greg Brooks was present to request funding for the West Texas Disc Golf Champions Tournament to be held on October 4-5, 2014 in Comanche Trail Park. Mr. Brooks stated that around 80% of the 100 that will be in attendance are from out of town. Motion was made by Todd Darden to approve the requested amount of \$4,000. Motion was seconded by Troy Tompkins and passed unanimously.
- c. Rod Run & Sonic Cruise- Treavor Partlow was present to request funding for the 43rd Annual Rod Run & Sonic Cruise to be held on August 30, 2014 at the Dora

Roberts Community Center. Motion was made by Bobby McDonald to approve the requested amount of \$2,478. Motion was seconded by Jacob Cerda and passed unanimously.

Financials

The financial reports for July 2014 were provided. Hotel tax revenue report, comparison report of local hotels, data from the state comptroller, and an occupancy report were also provided.

Community Services Directors Report

Debbie Wegman stated that Hayley Lewis is the new Tourism Coordinator and Terri Telchik will be the new Facilities Coordinator, she also invited the board members to come by and see the progress on the new visitor's center and community services building.

Members Comments

Troy Tompkins asked for a list of the new responsibilities be listed in their board member books.

Presentation of Spring renovation by Kelly Cook

Kelly Cook was present to present a presentation to the board about the upcoming Spring renovation that has been brought to the board. Troy Tompkins made a motion to take Kelly Cook's plan and cost to City Council to be approved. Motion was seconded by seconded by Amy Jacobs and passed unanimously.

Meeting was adjourned at 5:40pm

Carmen M Harbour
Carmen Harbour, Chair

9-10-14
Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AMENDING ARTICLE 2, SECTION 2-1 ENTITLED “DEFINITIONS OF WORDS AND TERMS” TO AMEND DEFINITION 66 ENTITLED “HOME OCCUPATION” TO PROVIDE REQUIRED CRITERIA FOR HOME OCCUPATIONS, TO ALLOW HOME BEAUTY SALONS AND ALLOW PET GROOMING IN CERTAIN CIRCUMSTANCES, AND TO REQUIRE INSPECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission gave its approval of the amended zoning definition on September 16, 2014, to include and allow in home beauty salons and dog grooming in certain circumstances;

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

SECTION 1. Article 2 of the City of Big Spring Zoning Ordinance, Section 2-1 entitled “Definitions of Words and Terms,” Definition 66 is hereby amended to read in its entirety as follows:

66. HOME OCCUPATION - In order to provide peace, quiet and domestic tranquility within all residential neighborhoods within the City, and in order to prevent all residents from excessive noise, traffic nuisance, fire hazards and other possible side effects of commercial uses being conducted in residential areas, the following standards shall apply to all home occupations:

(a) Criteria

1. No person, other than members of the family who reside in the dwelling where a home occupation occurs, may engage in such occupation, profession, domestic craft, instructional or economical enterprise.
2. The area utilized for the home occupation shall not exceed 25% of the gross floor area of the principal building where the home occupation occurs.
3. In no way shall the appearance of the structure be altered or the occupation be conducted in a manner which would cause the premises to differ from its residential character either be the use of colors, materials, construction, lighting or the emissions of sounds, noise or vibrations. A home occupation shall be completely contained within a principle structure or a structure considered integral to the primary structure.

4. Any noise, vibration, smoke, electrical interference, dust, odors, heat or visual or audio interference detectable beyond the property lines or beyond the walls of the primary structure or structure integral to the primary structure, if the unit is part of a multi-family structure, shall constitute a violation of the terms of this section.
5. No detached accessory building situated over 10 feet from the primary structure may be used in conjunction with a home occupation.
6. All equipment, material, and/or supplies used in conjunction with a home occupation shall be completely enclosed with no exterior storage, temporary or permanent, allowed.
7. No stock, goods, wares or merchandise shall be sold on the premises other than that which is prepared or produces upon the premises. Direct sales on the premises of other merchandise are allowed by prior individualized invitation.
8. Delivery and pickup of materials to and from the home occupation shall not exceed two trips per week by a commercial vehicle.

(b) Allowed Uses

1. Allowed home occupations include, but are not limited to, the following:
 - (i) Teaching, tutoring, counseling or treatment of persons at a residence, so long as such services are provided to no more than 10 persons per day (at that residence or integral structure). And for no more than 6 days per week.
 - (ii) The care of not more than 6 children under the age of 14 years during any one calendar day (excluding the caregiver's own children), and the care of an additional 6 elementary school age children during non-school hours only, so long as the total number of children (including a caregiver's own minor children) does not exceed a maximum of 12 at any given time.
2. Allowable home occupations shall not include the following:
 - (i) Any form of machine or vehicle repair shop (excluding small electronic equipment repair not powered by gasoline or diesel, for example)
 - (i) Any retail sales, antique shop or other retail activities offering goods for sale

(c) Inspection

Home Occupation operators shall permit a reasonable inspection of the premises by the Planning Department or its designated representative to determine compliance with this section.

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

SECTION 3. That this ordinance amendment shall take effect immediately from and after its publication and passage upon two readings in accordance with the provision 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 **25th** day of **September, 2014**, with Councilmembers Marquez, Harbour, Myers, McLellan, Benavides, and Boyd voting “aye” for the passage and Councilmember McDonald voting “nay.” Motion passes six to one.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **14th** day of **October, 2014**, with Councilmembers Marquez, Harbour, Myers, McLellan, Benavides, and Boyd voting “aye” for the passage and Councilmember McDonald voting “nay.” Motion passes six to one.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DECLARING THE OFFICIAL INTENT OF THE CITY OF BIG SPRING (LESSEE) TO BE REIMBURSED FOR CERTAIN CAPITAL EXPENDITURES FROM PROCEEDS OF A LEASE PURCHASE AGREEMENT AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Lessee intends to build, construct or purchase vehicles and equipment or renovate certain facilities as more particularly described below (the Project);

WHEREAS, Lessee expects to pay certain capital expenditures in connection with the Project prior to its receipt of Lease Proceeds for such expenditures;

WHEREAS, Lessee reasonably expects it will make expenditures with respect to the Project in an amount not reasonably expected to exceed \$1,722,500 for which the Lessee may (or expects to) enter into a Lease Purchase Agreement with a Leasing Corporation; and

WHEREAS, Treasury Department and Internal Revenue Service Regulations do not allow the proceeds of a tax exempt borrowing to be spent on working capital;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Big Spring, Texas, as follows:

Section 1. The City Council of the City of Big Spring finds and determines that the foregoing recitals are true and correct.

Section 2. This resolution is adopted by the City Council of the City of Big Spring solely for the purpose of establishing compliance with the requirements of Section 1.150.2 Treasury Regulations. This resolution does not bind the Lessee to make any expenditures, incur any indebtedness, or proceed with the Project.

Section 3. The City Council expects the Lessee will pay certain capital expenditures in connection with the Project prior to the receipt of lease proceeds from the Project.

Section 4. The City Council of the Lessee hereby declares the Lessee's official intent to use proceeds of a Lease Agreement to reimburse itself for future project expenditures.

Section 5. Description of Project: Aerial Fire Truck (1); 1-Ton Dually/with 3-Ton Crane (1); 72" Zero Turn Mower (1); Utility Crew Truck (1); Pintle Hitch Trailer (1); Sewer Jet Truck (1); 14-yrd Dump Truck (2); 4" Trash Pump (1); 42" Zero Turn Lawn

Mower (1); 1-Ton Dually Service Truck (1); Box Style Ambulance (1); Sanitation Trucks (2); 1-Ton Dump Truck (1).

Section 6. That this resolution shall take effect immediately from and after its passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 14th day of October, 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 28th day of October, 2014, with all members of the Council voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



Memo

Meeting Date: October 14, 2014

To: City Council members

From: Roxanne Johnston, City Planner

Subject: Consideration of a petition to annex into the Big Spring City Limits approximately 12.552 Acres of undeveloped land, located on the following property:

Location: An approximately 12.552 combined tract of land generally located south of Ann Drive and west of Ann Drive to Lynn Drive; more specifically being 5.96 acres out of a 169.723 Acre Tract in Section 9, Block 32, T-1-S Texas and Pacific Railroad Company Survey, Howard County, Texas, and 6.592 acres out of a 169.723 Acre Tract in Section 9, Block 32, T-1-S Texas and Pacific Railroad Company, Howard County, Texas.

Purpose: Acceptance of this petition would allow the Planning and Zoning Commission to consider this property for annexation and then their recommendation would be forwarded to City Council at a later date.

Contacts: Roxanne Johnston, City Planner 432-264-2319
Allen McGee, Owner 432-816-5094

Summary: The City Council may:

- (1) **Recommend accepting** the proposed annexation petition;
- (2) **Recommend modifying** the proposed annexation petition;
- (3) **Recommend tabling** the proposed annexation petition;
- (4) **Recommend denial** of the proposed annexation petition.

Recommendation: Staff recommends accepting this annexation petition. Once accepted, the request will then be forwarded to the Planning Commission. Should the

annexation request be approved by the Planning Commission, the request will be presented to and acted upon by the City Council in accordance with State law.

History and Background:

The applicant is proposing an annexation of 2 tracts of property under single ownership equaling approximately 12.552 acres south of town in the Kentwood area for the purposes of developing a single-family subdivision. An undeveloped street, Milburn Drive, bisects these two tracts and runs east to west. The property is accessible by Ann Drive and also Lynn Drive. Area properties within the City Limits and contiguous to the subject property currently contain a church and also the Kentwood Subdivision, which contain single-family homes that have been in place as early as the 1960's.

Once accepted by City Council, a request for the actual annexation of the property will then be heard by the Planning Commission who will forward their recommendation back to City Council, who will also review a calendar that will include the steps that will need to be completed by State law in order to reach a final decision on the actual annexation process. A service plan draft will also be reviewed during this process, outlining the provision for City services such as emergency responders, public streets, water and sewer. Such services will be extended to the tracts upon annexation and future school aged residents will be able to attend Big Spring Independent School District Schools.

Staff is confident that once accepted, adopted, and rezoned, the proposed annexation will supplement the City's housing stock and blend in seamlessly with existing development.

General Information:

- Existing Zoning: N/A.
- Existing Land Use: Vacant, undeveloped property
- Surrounding Zoning/Land Use:

North:	Single-Family Dwelling (SF-2)	Single-family residences
South:	Non-annexed properties	Vacant, undeveloped land
East:	Single-Family Dwelling (SF-2) and Non-annexed properties	Single-family residence and undeveloped tracts
West:	Single-Family Dwelling (SF-2)	House of Worship

Thoroughfares/Streets: Ann Drive and Lynn Drive are identified as "local streets," designed to carry light neighborhood traffic at lower speeds and generally connect to collector streets. Milburn Drive would also be considered a local street, but has not been constructed.

Attachments:

Request for annexation submitted to Staff by owner on September 15, 2014;

Excerpt from map, highlighting subject property and showing notification area;

Surveys of each tract within the proposed annexation area;
and

Metes & Bounds Descriptions for Tracts 1-2.

September 15, 2014

Mr. Todd Darden
City Manager
310 Nolen Street
Big Spring, TX 79720

Dear Mr. Darden:

We respectfully request that the property described in the enclosed metes and bounds descriptions be considered for annexation to the City of Big Spring.

This property is known as the South Kentwood area. The property is located south of Ann Drive and west of Ann Drive to Lynn Drive. The property we are requesting is in two sections, one is Item 1 with 5.96 acres and item 2 with 6.592.

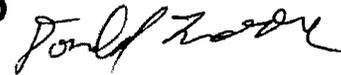
Sincerely,



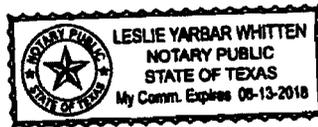
Allen McGee
Property Owner

RECEIVED

OCT 08 2014



CITY SECRETARY





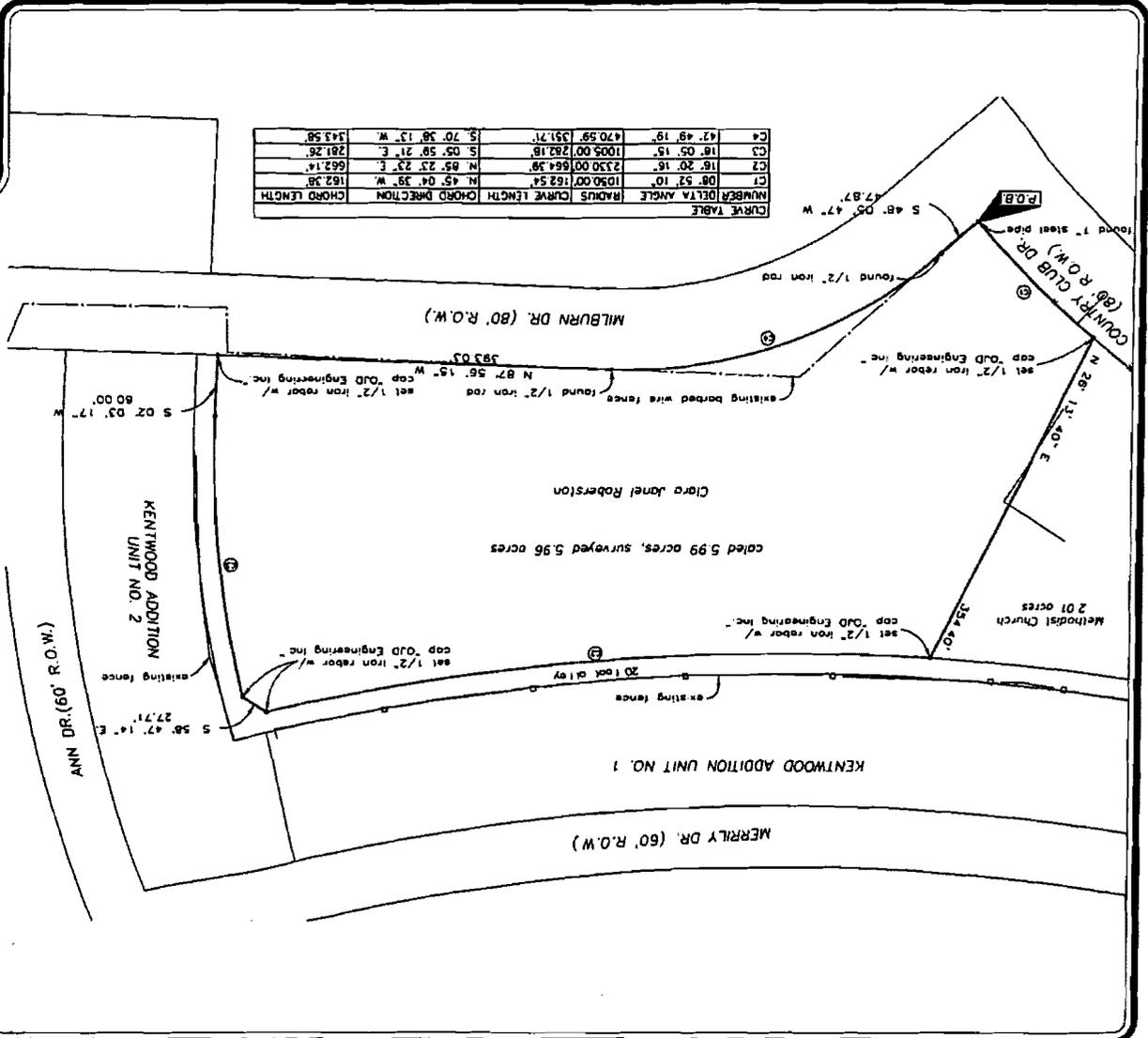
CITY LIMITS
SUBJECT PROPERTY
 Council District: Benavides

Property Address: 4602 Dengar Avenue

DATE: 08/26/08
 SCALE: 1"=100'
 APPROVED BY: _____
 DRAWN BY: JM

OLD Engineering, Inc. Consulting Engineers & Surveyors
 412 North Tarrant Street
 Midland, Texas 79701
 432-681-9800
 DRAWING NUMBER: 08-ME0005

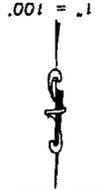
NUMBER	DELTA ANGLE	RADIUS	CURVE LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	08 52 10"	1050.00'	162.54'	N. 45. 04. 39" W.	162.36'
C2	16 20 16"	2320.00'	664.39'	N. 65. 25. 23" E.	662.14'
C3	10 05 15"	1005.00'	282.18'	S. 05. 58. 21" E.	281.26'
C4	47 48 19"	470.59'	131.71'	S. 70. 38. 13" W.	131.58'



I, Charles P. Rutherford, Registered Professional Land Surveyor, do hereby state that the plot and its accompanying field notes description correctly represents the results of a survey made on the ground under my supervision and direction and that it was made according to the law and the Rules and Regulations of the Texas Board of Professional Land Surveying.

Charles P. Rutherford
 Charles P. Rutherford, R.P.L.S. No. 1977, Date 8-27-08

5.96 acres in Section 9, Block 32, T-1-S Texas and Pacific Railroad Company Survey Howard County, Texas



SURFACE ESTATE ONLY

All of that certain tract or parcel of land situated in Section 9, Block 32, T-1-S, Texas and Pacific Railroad Company Survey, Howard County, Texas and being 5.96 acres out of a called 5.99 acre tract as described in deed to Clara Janel Robertson and being more particularly described as follows:

Beginning at a 1 inch iron pipe found at the South corner of this tract and the intersection of the North right-of-way lines of Milburn Drive and Country Club Drive.

Thence around a $5^{\circ}27'24''$ curve to the left along the said North right-of-way line of Country Club Drive, 162.54 feet to a $\frac{1}{2}$ inch iron rod set, with yellow plastic cap "OJD Engineering, Inc." at the Southwest corner of this tract and the Southeast corner of the Methodist Church called 2.01 acre tract. Said curve having a Delta Angle of $8^{\circ}52'10''$ and Radius of 1050.00 feet with a Chord Bearing and Distance of $N 45^{\circ}04'39'' W$, 162.38 feet.

Thence $N 26^{\circ}13'40'' E$ along the West line of this tract and the East line of the said called 2.01 acres, 354.40 feet to a $\frac{1}{2}$ inch iron rod set, with yellow plastic cap stamped "OJD Engineering, Inc", at the Northwest corner of this tract and the Northeast corner of the said called 2.01 acres and being on the South line of a 20 foot wide alley.

Thence around at $2^{\circ}27'33''$ curve to the left along the North line of this tract and the South line of the said 20 foot wide alley, 664.39 feet to a $\frac{1}{2}$ inch iron rod set, with yellow plastic cap stamped "OJD Engineering, Inc", at the most Westerly Northeast corner of this tract. Said curve having a Delta Angle of $16^{\circ}20'16''$ and Radius of 2330.00 feet with a Chord Bearing and Distance of $N85^{\circ}23'23'' E$, 662.14 feet.

Thence $S 58^{\circ}47'14'' E$ along a 20.0 foot clip, 27.71 feet to a $\frac{1}{2}$ inch iron rod set, with yellow plastic cap stamped "OJD Engineering, Inc", at the most Southerly Northeast corner of this tract in the West line of a 20.00 foot wide alley.

Thence around a $5^{\circ}42'04''$ curve to the right along the East line of this tract and the West line of the said 20.00 foot wide alley, 282.18 feet to a $\frac{1}{2}$ inch iron rod set, with yellow plastic cap stamped "OJD Engineering, Inc", at the end of said curve. Said curve having a Delta Angle of $16^{\circ}05'15''$ and Radius of 1005.00 feet with a Chord Bearing and Distance of $S 5^{\circ}59'21'' E$, 281.26 feet.

Thence $S 2^{\circ}03'17'' W$ continuing along the East line of this tract and the West line of the said 20.00 foot wide alley, 60.00 feet to a $\frac{1}{2}$ inch iron rod set, with yellow plastic cap stamped "OJD Engineering, Inc", set at the Southeast corner of this tract in the North line of said Milburn Drive.

Thence $N 87^{\circ}56'15'' W$ along the South line of this tract and the North line of said Milburn Drive, 393.03 feet to a $\frac{1}{2}$ inch iron rod set, with yellow plastic cap stamped "OJD Engineering, Inc", set at the beginning of a $12^{\circ}10'31''$ curve to the left.

Thence around said curve to the left, along the South line of this tract and the North line of said Milburn Drive, 351.71 feet to the place of beginning and containing 5.96 acres of land. Said curve having a Delta Angle of $42^{\circ}49'19''$ and Radius of 470.59 feet with a Chord Bearing and Distance of $S 70^{\circ}38'13'' W$, 343.58 feet.

6.592 ACRE TRACT

BEING a 6.592 acre tract of land out of a 169.723 acre tract out of Section 9, Block 32, T-1-S, T. & P. RR. Co. Survey, Howard County, Texas, described by metes and bounds as follows:

BEGINNING at a 1/2" I. R. with cap set in the centerline of the South end of Ann Drive (60' right-of-way) in the North right-of-way line of Milburn Drive and the North line of Kentwood (Unit No. 3) to the City of Big Spring, Howard County, Texas, and the South line of Kentwood (Unit No. 2) to the City of Big Spring, Howard County, Texas, for the NE corner of this tract; from whence the SW corner of Block 14, Kentwood School Tract, of said Kentwood (Unit No. 2) bears S. 88° 19' 53" E. 30.0'

THENCE S. 0° 04' 51" W. 508.53' to a 1/2" I.R. with cap set in the North line of a 15.577 acre tract and a pipe fence for the SE corner of this tract

THENCE N. 47° 24' 18" W. along said pipe fence and a line of said 15.577 acre tract, 129.41' to a fence post found for a corner of this tract

THENCE N. 44° 05' 01" W. along said pipe fence and a line of said 15.577 acre tract, 202.46' to a 1/2" I.R. with cap found for a corner of this tract

THENCE N. 77° 15' 26" W. along said pipe fence and a line of said 15.577 acre tract, 195.42' to a fence post found for a corner of this tract

THENCE S. 52° 02' 34" W. along said pipe fence and a line of said 15.577 acre tract, 304.0' to a fence post found for a corner of this tract

THENCE N. 42° 30' 51" W. along said pipe fence and said 15.577 acre tract, 388.75' to a 3/4" I.P. found in the North line of said Milburn Drive, the SW corner of a 5.99 acre tract, the NE corner of a 34.44 acre tract, a corner of said 169.723 acre tract and for the NW corner of this tract

THENCE N. 47° 25' 07" E. along the main line of said Milburn Drive and the South line of said 5.99 acre tract, 47.8' to a 1/2" I.R. found, the PC of a curve to the right and a corner of this tract

THENCE Northeasterly along the North right-of-way line of said Milburn Drive, the South line of said 5.99 acre tract and the arc of said curve to the right having a radius of 470.59' (Chord Bearing N. 70° 04' 20" E. 343.69') an arc length of 351.83' to a 1/2" I.R. found for a corner of this tract

THENCE S. 88° 19' 53" E. along the North line of said Milburn Drive, at 391.78' pass a 1/2" I.R. found the SW corner of a 20' wide alley, at 411.78' pass a 1/2" I.R. found, the SE corner of said 20' wide alley and the SW corner of Lot 20, Block 13, of said Kentwood (Unit No 2), at 541.78' pass the SE corner of said Lot 20 and the SW corner of said Ann Drive, 571.78' in all to the PLACE OF BEGINNING

Containing 6.592 Acres of Land

Michael L. McBrayer

Michael L. McBrayer
Registered Professional Land Surveyor
No. 4161





TEXAS "J" REGIONAL ADVISORY COUNCIL

P.O. Box 7964 • Midland, Texas 79708 • 432-221-3834
www.texasjrac.org

Date: September 9, 2014
To: Big Spring Fire Department
From: Frank Rodriguez
Chair, Executive Committee
Re: EMS Trauma Care System Funds

The Executive Committee of Texas J RAC is pleased to inform you that you have met all eligibility requirements for participation in fiscal year 2014 EMS/Trauma Care System Funds. The amount was appropriated as approved by the State of Texas and Texas J RAC participants.

Enclosed is check No. 1134 in the amount of \$8,314.00. These funds **may be used** for the following:

- Supplies
- Operational Expenses
- Education and Training
- Equipment
- Vehicles
- Communications Systems

This money **may NOT be used** for:

- Buildings
- Land or investments (stocks, bonds, mutual funds, etc.)
- Food

You **must** have the following in the J RAC office by July 01, 2015.

- 1) **Receipts for ALL expenditures (must be dated between May 1, 2014 and July 1, 2015).**
- 2) **Copies of all checks used to spend this money (must be dated between May 1, 2014 and July 1, 2015).**
- 3) **Completed expenditure form. (See attached.)**

If you have any questions or concerns, please contact the Texas J RAC office at 432-221-3833 or connie.thompson@midland-memorial.com

Please note: Taxes are not allowable except for hotel and rental car. Gratuity is not an allowable cost. Remember to prorate within the contract period on insurance expense, annual membership dues and anything that is paid annually. Training has to have started and ended within the contract period.

Received by  Date: 9/17/14
Designated Representative

TEXAS J REGIONAL ADVISORY COUNCIL

EMS COUNTY ACCOUNT
P.O. BOX 60028
MIDLAND, TX 79711

AMERICANSTATEBANK
88-2258-1113

9/9/2014

PAY TO THE ORDER OF Big Spring Fire Department

\$ **8,314.00

Eight Thousand Three Hundred Fourteen and 00/100***** DOLLARS

Big Spring Fire Department
1401Apron
Big Spring, Texas 79720

Jared Welton
AUTHORIZED SIGNATURE
Frank Palmer

MEMO C-11093

⑈001134⑈ ⑆111322583⑆ 10177946⑈

TEXAS J REGIONAL ADVISORY COUNCIL EMS COUNTY ACCOUNT

Big Spring Fire Department

9/9/2014

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/9/2014	Bill	C-11093	8,314.00	8,314.00		8,314.00
					Check Amount	8,314.00

EMS/County 14-15 C-11093 8,314.00

TEXAS J REGIONAL ADVISORY COUNCIL EMS COUNTY ACCOUNT

Big Spring Fire Department

9/9/2014

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/9/2014	Bill	C-11093	8,314.00	8,314.00		8,314.00
					Check Amount	8,314.00

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____
("Effective Date") between

City of Big Spring _____ ("Owner")

and

West Company of Midland, LLC _____ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Stormwater Drainage Manual for the City of Big Spring, Texas _____ ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Investigations necessary to provide the Owner with a manual that establishes standards and design criteria required for the control of surface drainage in the City of Big Spring, Texas. This manual will provide design factors, formulas, graphs, and procedures to serve as guidelines for the evaluation and solution of drainage problems involving the volume and rate of flow, method of collection, storage, conveyance and disposal of stormwater and erosion protection from stormwater flows from proposed real estate development projects within the City of Big Spring and its extraterritorial jurisdiction. This manual will provide the designer of proposed real estate development projects with the basic requirements and design principles to properly evaluate conditions for the systematic design of a stormwater drainage and mitigation system. This manual will not serve as a drainage study/plan for the City but will refer to the existing "Storm Drainage Improvements" report dated December 1961. The Engineer will coordinate with City officials, as necessary, to review and revise the draft manual. Additional coordination with a "Drainage Manual Review Committee", or similar, and/or the public as regularly scheduled meetings, would affect the timeline and Engineer's cost estimate provided in this agreement and are therefore considered to be outside the scope of this agreement. However, this additional coordination could be billed in accordance with the Engineer's Standard Hourly Rates (see Exhibit A) and the timeline could be increased in accordance with the additional time required to complete this coordination. The Engineer will provide the Owner with two printed copies of the completed manual with associated attachments and an electronic copy of the entire report in a pdf format. The Owner will provide to the Engineer any pertinent policies/documents/

agreements/drawings that could affect the development of this report and thereby alter the accuracy of this manual.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: 90 calendar days after the completion date.
- C. Not Applicable: If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ___ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Not Applicable: Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Not Applicable: Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Not Applicable: Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of

any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. Not Applicable: The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on

the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Exhibit A.
 - 3. The total compensation for services and reimbursable expenses is estimated to be \$39,500.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit A.

Attachments: Exhibit A, West Company Price Schedule;
Figure 1, Depiction of the Properties for the Feasibility Study

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the
Effective Date of which is indicated on page 1.

OWNER: City of Big Spring	ENGINEER: West Company of Midland, LLC
By: <u>Todd Darden</u>	By: <u>Larry H. Walker, P.E., PMP</u>
Title: <u>City Manager</u>	Title: <u>Vice President Engineering</u>
Date Signed: _____	Date Signed: _____
	Engineer License or Firm's Certificate Number: <u>101315</u>
	State of: <u>Texas</u>
Address for giving notices:	Address for giving notices:
<u>310 Nolan Street</u>	<u>110 West Louisiana Avenue</u>
<u>Big Spring, Texas 79720</u>	<u>Suite 110</u>
_____	<u>Midland, Texas 79701</u>
_____	_____