



CITY COUNCIL AGENDA

Tuesday, February 11, 2014

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 11, 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"
Thank You!**

Presentations & Public Hearings

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag
"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
McLellan
2. **Public Hearing** – Regarding a Replat of Kentwood (Unit 2), Block 20, Lots 23-41, Block 21, Lots 1-9 and 24-43 and Block 24, Lots 1-20, Being Approximately 22.5 Acres Located West of Morgan Ranch Road and South of East 25th Street. Zoned: PDD, Townhouses, Applicant: White Oak Development, LLC (Fritz Van Nest)
Sjogren

Disposition of Minutes

3. Approval of Minutes of the Regular Meeting of January 28, 2014
5-9 Davis

Consent Items

4. Final Reading of an Ordinance Calling for a General Election to be Held on May 10, 2014, for the Purpose of Electing One Person to Serve as City District One Councilmember Who Shall be Elected by
10-11 Moore

Majority Vote of the Qualified Voters of District One and Electing One Person to Serve as City District Three Councilmember Who Shall be Elected by Majority Vote of the Qualified Voters of District Three; Designating One Central Polling Place Within the City; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election; Providing a Severability Clause and Providing an Effective Date

Bids

- | | | |
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| 5. | Award Bid for a Lease Purchase Financing Package for Various Equipment and Authorizing the Mayor to Execute Any Necessary Documents | Moore |
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Routine Business

- | | | |
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| 6. | Vouchers for 01/30/14 \$ 280,094.94
Vouchers for 02/06/14 \$ 1,368,683.64 | McDonald |
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New Business

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| 7. | First Reading of an Ordinance Approving a Replat of Kentwood (Unit 2), Block 20, Lots 23-41, Block 21, Lots 1-9 and 24-43 and Block 24, Lots 1-20, Being Approximately 22.5 Acres Located West of Morgan Ranch Road and South of East 25 th Street | 12 | Browning |
| 8. | First Reading of a Resolution Approving the Submission of a Grant Application to the Multi-Jurisdictional Truancy Prevention Alternative Dispute Resolution Program to the Office of the Governor, Criminal Justice Division for Funds to Aid in Developing Programs that Promote Greater Accountability in the Juvenile Justice System; and Providing an Effective Date | 13 | Williams |
| 9. | First Reading of an Ordinance Amending Chapter Eighteen, Entitled "Traffic," Article 5 Entitled, "Stopping, Standing and Parking," by Amending Section 18-128 Entitled, "Definitions"; Renaming Section 18-145 "Parking on Front or Street Yards," and Amending the Section in Order to More Effectively Regulate the Front and Street Yard Parking of Motor Vehicles, Recreational Vehicles, Boats and Trailers; Providing for a Penalty; Providing for Publication; Providing for Severability and Providing an Effective Date | 14-17 | Sjogren |
| 10. | Consideration and Approval of a Professional Services Agreement with Parkhill, Smith and Cooper for the 2014 Seal Coat Program and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 18-23 | Womack |

- | | | | |
|-----|---|--------------------------|---------------------|
| 11. | Consideration and Approval of an Interlocal Agreement with Various Governmental Entities for the 2014 Seal Coat Program and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 24-26 | Womack |
| 12. | Discussion and Consideration of Creating a Landfill/Sanitation Enterprise Fund | | Moore |
| 13. | Consideration and Approval of an Interlocal Agreement Between the City of Big Spring and Howard County for Construction, Ownership, Operation and Closure of the Big Spring/Howard County Landfill and Authorizing the Mayor to Execute Any Necessary Documents | 27-32 | Sjogren |
| 14. | Consideration and Approval of an Interlocal Agreement Between the City of Big Spring and Howard County for Emergency Medical Services and Authorizing the Mayor to Execute Any Necessary Documents | 33-35 | Sjogren |
| 15. | Appointments to McMahon/Wrinkle Airpark Development Board
1 - Opening
Terry Hansen |
Resume
Yes | Darden

36-39 |

City Manager's Report

- | | | |
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| 16. | | Darden |
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Council Input

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| 17. | Input | McLellan |
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Executive Session

- | | | |
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| 18. | Quarterly Update - Adjourn into Executive Session with the Executive Director of the Big Spring Economic Development Corporation under the Provisions of 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 | McLellan |
| 19. | Reconvene in Open Session and Take Any Necessary Action | |

20. Adjourn

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, February 7, 2014 at 5:30 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

February _____, 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., January 28, 2014, with the following members present:

LARRY McLELLAN	Mayor
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY McDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

(Mayor Pro Tem Fernandez was not present at this meeting.)

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
TIM GREEN	Municipal Court Judge
DON MOORE	Interim Finance Director/ City Secretary
JOHNNY WOMACK	Public Works Director

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

John Brinlee, Birdwell Lane Baptist, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

PUBLIC HEARING – REGARDING THE APPLICATION OF DHI NC HOUSING L.P. TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HOUSING TAX CREDITS FOR THE DEVELOPMENT OF AFFORDABLE RENTAL HOUSING (68 UNITS) AT 1002 NORTH MAIN STREET NAMED NORTHCREST APARTMENTS AND FINANCED THROUGH THE PRIVATE ACTIVITY BOND PROGRAM, PUBLIC COMMENT ACCEPTED.

Motion was made by Councilmember Benavides, seconded by Councilmember McDonald with all members of the Council voting “aye” to open the above listed public hearing. After a few questions from the Council and no comments from citizens, motion

was made by Councilmember Carrigan, seconded by Councilmember Harbour with all members of the Council voting “aye” to close the public hearing.

DISPOSITION OF MINUTES

APPROVAL OF MINUTES OF THE REGULAR MEETING OF JANUARY 14, 2014

Motion was made by Councilmember Benavides, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving the minutes of the regular meeting of January 14, 2014.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE REGARDING ANNEXING APPROXIMATELY 74.707 ACRES HEREINAFTER DESCRIBED, TO THE CITY OF BIG SPRING, AND EXTENDING THE BOUNDARY LIMITS SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF THE PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; ESTABLISHING APPROXIMATELY 52.1 ACRES AS AN SF-2 (SINGLE FAMILY DWELLING DISTRICT) ZONE AND ESTABLISHING APPROXIMATELY 22.5 ACRES AS A PLANNED DEVELOPMENT FOR TOWNHOUSES; BINDING FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE CITY; PROVIDING FOR A PENALTY, FOR PUBLICATION AND FOR AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE APPROVING A REPLAT OF KENTWOOD (UNIT 2), BLOCK 17, LOTS 20-39 AND BLOCK 20, LOTS 1-20, TO THE CITY OF BIG SPRING, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE APPROVING A FINAL PLAT OF BIG SPRING VILLAGE, BLOCK 1, LOT 1 AND BLOCK 2, LOT 1, TO THE CITY OF BIG SPRING, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF A RESOLUTION REPEALING RESOLUTION NUMBER 31-2000 WHICH REQUIRED ALL CITY EMPLOYEES TO LIVE WITHIN A 30 MINUTE TRAVEL TIME TO THEIR WORKSTATION

FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 029-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; IN ORDER TO INCREASE THE MOTEL TAX FUND BUDGET FOR THE PURPOSE OF ADDITIONAL EVENT FUNDING; PROVIDING

FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NUMBER 029-2013 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; PROVIDING FOR INCREASING THE MALONE AND HOGAN CLINIC FUND BUDGET FOR THE PURPOSE OF PURCHASING A NEW BOILER SYSTEM FOR MALONE & HOGAN CLINIC; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE AMENDING CHAPTER TWENTY OF THE CODE OF ORDINANCES OF THE CITY OF BIG SPRING ENTITLED "BUILDING CODES AND BOARD OF ADJUSTMENTS AND APPEALS" BY AMENDING SECTION 20-1 IN ORDER TO PROVIDE THAT WHENEVER THE CITY'S CONTRACTED PLAN REVIEW AND INSPECTION SERVICE PERFORMS SERVICES THEN THE CITY WILL PASS THROUGH THE CHARGE FOR SUCH SERVICE TO THE CUSTOMER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE

ACCEPTANCE OF THE MCMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK DEVELOPMENT BOARD MINUTES FOR THE MEETING OF NOVEMBER 21, 2013

ACCEPTANCE OF THE CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR THE MEETING OF DECEMBER 12, 2013

Motion was made by Councilmember Carrigan, seconded by Councilmember Benavides, with all members of the Council voting "aye" approving the above listed ordinances and minutes.

BIDS

AWARD BID FOR CONSTRUCTION OF THE EAST CELL AT BIG SPRING/HOWARD COUNTY LANDFILL CONTINGENT ON AGREEMENT FOR FUNDING WITH HOWARD COUNTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Harbour, seconded by Councilmember Benavides, with all members of the Council voting "aye" awarding bid to Max Jantz Excavating LLC in the amount of \$1,908,334.00 for construction of the east cell at the Big Spring/Howard County Landfill contingent on agreement for funding with Howard County and authorizing the City Manager to execute any necessary documents.

ROUTINE BUSINESS

Councilmember Carrigan reviewed the vouchers. Motion was made by Councilmember Carrigan, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving vouchers in the amount of \$770,716.24 (01/16/14) and \$664,863.65 (01/23/14).

NEW BUSINESS

EMERGENCY READING OF A RESOLUTION OF NO OBJECTION TO REHABILITATION AND PRESERVATION OF AN AFFORDABLE RENTAL HOUSING DEVELOPMENT OF 68 UNITS LOCATED AT 1002 NORTH MAIN STREET KNOWN AS NORTHCREST APARTMENTS AND PROVIDING AN EFFECTIVE DATE

Motion was made by Councilmember Carrigan, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving an emergency reading of the above captioned resolution.

PRESENTATION AND ACCEPTANCE OF BIG SPRING POLICE DEPARTMENT’S ANNUAL TRAFFIC CONTACT REPORT FOR 2013

Chad Williams, Police Chief, presented the Big Spring Police Department’s Annual Traffic Contact Report for 2013. Motion was made by Councilmember Benavides, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving the above mentioned report.

FIRST READING OF AN ORDINANCE CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 10, 2014, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS CITY DISTRICT ONE COUNCILMEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT ONE AND ELECTING ONE PERSON T SERVE AS CITY DISTRICT THREE COUNCILMEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT THREE; DESIGNATING ONE CENTRAL POLLING PLACE WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

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

CONSIDERATION AND APPROVAL OF THE CITY’S APPLICATION FOR A GRANT FROM THE TEXAS CRIMINAL JUSTICE DIVISION JUVENILE ACCOUNTABILITY PROGRAM

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

DISCUSSION OF REVISIONS TO THE FRONT YARD PARKING ORDINANCE

Linda Sjogren, City Attorney, discussed revising the current front yard parking ordinance in order to enforce this issue by raising the fine from \$5.00 per offense to a higher fee starting at \$50.00 for the first offense and escalating for each offense thereafter. Council agreed and requested for a new ordinance to be brought back to the Council at the next meeting.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR REGULAR MEETING OF DECEMBER 17, 2013

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving the above referenced minutes.

CITY MANAGER’S REPORT

Todd Darden, City Manager, reported :

- That quarterly reports from the departments were distributed to the Council.
- He will start interviewing for the Finance Director position in the coming weeks.

COUNCIL INPUT

Mayor McLellan announced :

- That Keep Big Spring Beautiful is doing very well with their corporate membership program.
- He was very impressed with the seismographic testing at the airport.
- Lee Harris has done a great job of renovating a group of old buildings on Gregg Street and should be congratulated.
- Congratulated Mamie Lee Dodds for being honored with a Distinguished Alumni Association Award from the Methodist Childrens Home in Waco, Texas.
- It is vitally important to keep moving forward with the needed landfill and asked if it is time for Council to reconsider increasing the sanitation fees. The consensus was to wait for the results of the pending sanitation study.

ADJOURN

Motion was made by Councilmember Carrigan, seconded by Councilmember McDonald, with all members of the Council voting “aye” to adjourn 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 COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 10, 2014, FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS CITY DISTRICT ONE COUNCIL MEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT ONE; AND ELECTING ONE PERSON TO SERVE AS CITY DISTRICT THREE COUNCIL MEMBER WHO SHALL BE ELECTED BY MAJORITY VOTE OF THE QUALIFIED VOTERS OF DISTRICT THREE; DESIGNATING ONE CENTRAL POLLING PLACE WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; PROVIDING A SEVERABILITY CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS;

SECTION 1. That an election shall be held on the 10th day of May, 2014, for the purpose of electing one person of the City of Big Spring, Texas, to serve as City District One Council Member who shall be a resident of the City and shall be elected by majority vote of the qualified voters of District One to serve a three year term; and electing one person of the City of Big Spring, Texas, to serve as City District Three Council Member who shall be a resident of the City and shall be elected by a majority vote of the qualified voters of District Three to serve a three year term.

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

SECTION III. The polling place on election day for a resident voter of City District One and City District Three will be at the Dorothy Garrett Coliseum, located at the corner of Birdwell Lane and Kentucky Way.

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

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

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

SECTION VI. Early voting by personal appearance will be conducted at Howard County Courthouse located at 300 S. Main. Early voting will be held on weekdays beginning April 28, 2014 and ending May 6, 2014. The early voting polling place shall be open to the public from 7:00 a.m. to 7:00 p.m. on Tuesday, April 29, 2014 and Thursday, May 1, 2014 and from 8:00 a.m. to 5:00 p.m. on all other days.

SECTION VII. Only qualified electors under the general laws of the state who reside in City District One shall be qualified to vote for the office of District One City Council Member; and only qualified electors under the general laws of the state who reside in City District Three shall be qualified to vote for the office of District Three City Council Member.

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

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

PASSED AND APPROVED on second and final reading at a special meeting of the City Council on the 11th day of February, 2014, with all members present voting “aye” for passage of same.

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, APPROVING A REPLAT OF KENTWOOD (UNIT 2), BLOCK 20, LOTS 23-41, BLOCK 21, LOTS 1-9 AND LOTS 24-43 AND BLOCK 24, LOTS 1-20, BEING APPROXIMATELY 22.5 ACRES LOCATED WEST OF MORGAN RANCH ROAD AND SOUTH OF E. 25TH STREET, TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission has given its final approval of the replat of Kentwood (Unit 2), Block 20, Lots 23-41, Block 21, Lots 1-19 and 24-43 and Block 24, Lots 1-20, being approximately 22.5 acres located West of Morgan Ranch Road and South of E. 25th St.;

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

SECTION 1. The replat of Kentwood (Unit 2), Block 20, Lots 23-41, Block 21, Lots 1-19 and Lots 24-43 and Block 24, Lots 1-20 of the City of Big Spring, Howard County, Texas is hereby approved.

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 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 the first reading at a regular meeting of the City Council on the 11th day of **February, 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 25th day of **February, 2014**, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE MULTI-JURISDICTIONAL TRUANCY PREVENTION ALTERNATIVE DISPUTE RESOLUTION PROGRAM TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR FUNDS TO AID IN DEVELOPING PROGRAMS THAT PROMOTE GREATER ACCOUNTABILITY IN THE JUVENILE JUSTICE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it in the best interest of the citizens of City of Big Spring that the Multi-Jurisdictional Truancy Prevention Alternative Dispute Resolution Program be operated from September 1, 2014 through August 31, 2015; and

WHEREAS, the City of Big Spring City Council agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, in the event of loss or misuse of the Criminal Justice Division funds, the City of Big Spring City Council assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the City of Big Spring City Council designates Todd Darden as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

SECTION 1: the City of Big Spring City Council approves submission of the grant application for the Multi-Jurisdictional Truancy Prevention Alternative Dispute Resolution Program to the Office of the Governor, Criminal Justice Division.

SECTION 2: this resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on first reading by the City Council of the City of Big Spring, Texas this **11th** day of **February, 2014**, at a regular meeting of the City Council, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second reading by the City Council of the City of Big Spring, Texas this **25th** day of **February, 2014**, at a regular meeting of the City Council, with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER EIGHTEEN, ENTITLED "TRAFFIC," ARTICLE 5 ENTITLED, "STOPPING, STANDING AND PARKING," BY AMENDING SECTION 18-128 ENTITLED, "DEFINITIONS"; RENAMING SECTION 18-145 "PARKING ON FRONT OR STREET YARDS," AND AMENDING THE SECTION IN ORDER TO MORE EFFECTIVELY REGULATE THE FRONT AND STREET YARD PARKING OF MOTOR VEHICLES, RECREATIONAL VEHICLES, BOATS AND TRAILERS; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it in the best interest of the citizens of the City to revise and update the Parking Ordinance of the City of Big Spring to more effectively regulate front and street yard parking;

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

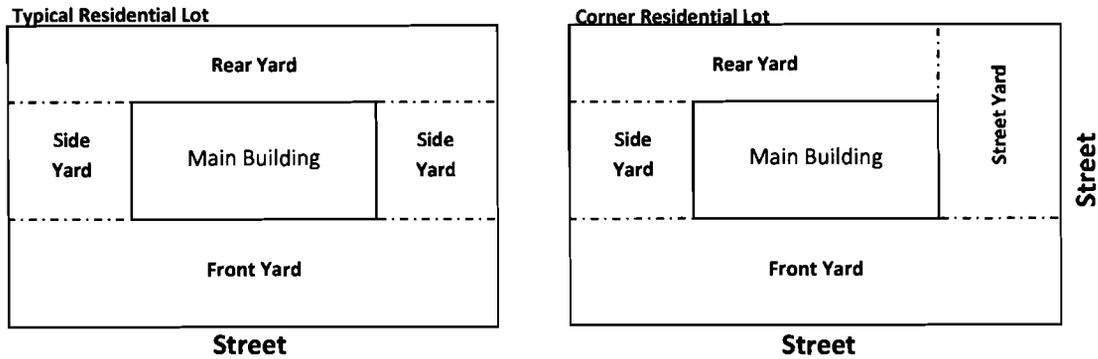
SECTION 1. The City of Big Spring Code of Ordinances Chapter 18 entitled "Traffic, Article 5 entitled, "Stopping Standing and Parking," Sections 18-128 and 18-145 are hereby amended to read as follows:

Sec. 18-128. Definitions.

1. In this Article, the terms described below shall be used and defined as follows:
 - a. "Motor Vehicle" means a vehicle that is self propelled.
 - b. "Operator" means a person in actual physical control of the vehicle.
 - c. "Owner" means a person who has (1) legal title to a motor vehicle, or (2) the right to possess or control a vehicle.
 - d. "Front Yard" means an open, unoccupied space on a lot facing a street extending across the lot between the side lot lines and from the front of the main building to the front lot or street line. See Illustration labeled "Typical Residential Lot" in part 2 of this section.
 - e. "Truck-tractor" means a motor vehicle designed or used primarily for pulling other vehicles and not constructed to carry a load other than a part of the weight of the vehicle being drawn.
 - f. "Semitrailer" means a vehicle without motive power that is designed, or used with a motor vehicle, so that some of its weight and the weight of its load rest on, or is carried by, the motor vehicle.

- g. "Side Yard" means the area between a property line and the side main building wall of a lot and extending from the front building wall to the rear building wall. See Illustration labeled "Typical Residential Lot" in part 2 of this section.
- h. "Trailer" means a vehicle without motive power that is: (1) designed or used to carry property or passengers on its own structure exclusively; and (2) drawn by a motor vehicle.
- i. "Vehicle" means a mechanical device, other than a device moved by human power by which persons or property can be transported. The term includes a motor vehicle, commercial motor vehicle, truck-tractor, trailer, or semitrailer but does not include self propelled wheel chairs or mechanical devices while being used by handicapped individuals.
- j. "Authorized Emergency Vehicle" means: a fire department or police vehicle, a public or private ambulance operated by a person who has been issued a license by the Texas Department of Health; a municipal department or public service corporation emergency vehicle that has been designated by the City Council; a private vehicle of a volunteer firefighter or certified emergency medical services employee or volunteer when responding to a fire alarm or medical emergency.
- k. "Paved Surface" shall mean an area continuously surfaced by concrete, hot mix asphalt, brick or stone pavers or gravel.
- l. "Park" or "Parking" means to stand an occupied or unoccupied vehicle, other than temporarily.
- m. "Recreational Vehicle" or "RV" means any vehicular, portable structure designed for temporary or short term occupancy. Such vehicles shall include self-propelled recreational vehicles, travel trailers, converted buses, tent trailers, motor homes, or similar devices used for temporary portable housing.
- n. "Stand" or "Standing" means to halt an occupied or unoccupied vehicle while receiving property or passengers.
- o. "Stop" or "Stopping" means to halt an occupied vehicle.
- p. "Street Yard" means, with respect to a corner lot, the area of a lot lying between the property line adjacent to a street or right-of-way and the main building wall and extending from the main building wall to the street and the rear corner of the main building wall to the right-of-way. See Illustration labeled "Corner Residential Lot" in part 2 of this section.

2. Illustrations:



Sec. 18-145. Parking on Front or Street Yards.

Parking on the front yard or street yard of a residence is allowed only on paved surfaces. Rear yard and side yard parking is allowed on unpaved surfaces.

1. Prohibition.

- a. It shall be unlawful for any person to park or to cause, suffer, maintain or allow to be parked upon any property under his control, either as owner or tenant, any vehicle, trailer, boat or recreational vehicle on any unpaved surface in the front yard or street yard, as defined herein, of any lot zoned for residential purposes.
- b. Each paved parking space on a front or street yard must be at least nine feet by eighteen feet (9' x 18') constructed of two (2) inches of concrete where curb and gutter exists, or asphalt, gravel, pavers or concrete where there is no curb and gutter.

Location and construction of required paved front yard surfaces must be in compliance with the City's ordinances, regulations, and driveway standards.

2. Exceptions:

Persons operating authorized emergency vehicles and persons displaying valid state issued disabled parking placard/plates are exempt from the requirements of this section.

3. Penalty.

Any person violating the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than One-Hundred Dollars (\$100.00) for the first (1st) offense, no less than One-Hundred Dollars (\$100.00) nor more than One-Hundred Fifty Dollars (\$150.00) for the second (2nd) offense, and no less than One-Hundred Fifty Dollars (\$150.00) nor more than Two-Hundred Fifty Dollars (\$250.00) for subsequent offenses. Each day that a violation occurs constitutes a separate offense.

SECTION 2. 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 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. This ordinance shall become effective upon its passage and publication 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 **11th** day of **February, 2014**, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **25th** day of **February, 2014**, with all members present voting “aye” for passage of the same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary



January 21, 2014

Mr. Todd Darden
City Manager
City of Big Spring
310 Nolan
Big Spring, TX 79720

Re: 2014 Group Seal Coat Program

Dear Mr. Darden:

Thank you for participating in our 2014 Group Seal Coat project. We are looking forward to another successful program this year.

Enclosed you will find two (2) originals of our Professional Services Agreement and Interlocal Agreement. For the professional services agreement, upon your signature, you authorize PSC to perform services necessary to carry out the project. The basic services include preparation of contract documents, bidding, and construction administration. "Other" services that we typically provide under the agreement are; obtaining measurements for accurate quantities, and construction observation. Please be aware that the "Other" services are only performed at your request. All services are charged on an hourly rate basis according to the hourly rate schedule attached to the professional services agreement.

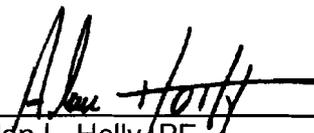
Please review both agreements. If you approve, please sign each, return one to my attention and keep one for your files.

In order to maintain our project schedule, we will need to have all roadway information collected by January 31, 2014. This date will allow plans to be completed and advertised by the middle of March.

Please feel free to contact me at 806.473.3507 or aholly@team-psc.com if you have any questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Alan L. Holly, PE
Seal Coat Coordinator

ALH/lms
Enclosures

\\Data1\Projects\2014\3730.14\ADMIN\CONTRACTS\FINAL\3730.14_Professional & Interlocal_2014 Letter.doc



Agreement for Professional Services

Date January 21, 2013
PSC Job No 01.3729.13
Project Manager Alan Holly, PE

Office Location:
Address 4222 85th Street
Lubbock, TX 79423
Phone 806.473.2200 Fax 806.473.3500

City of Big Spring, hereinafter CLIENT, does hereby authorize **Parkhill, Smith & Cooper, Inc.**, hereinafter CONSULTANT, a corporation organized and existing under the laws of the State of Texas, to perform the services set forth below, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE NEXT PAGE, **Standard Conditions.**

A. Client Information

Name City of Big Spring
Address 310 Nolan
City Big Spring State TX Zip 79720
Representative Todd Darden Phone _____
Owner of Property Involved _____

B. Project Description

Project Name 2014 Group Seal Coat Program Client PO No. _____
Location Various
Estimated Completion Date _____
Description of CONSULTANT'S Service or Scope of Work: _____

Client will provide access to work site(s).

C. Compensation

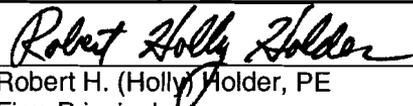
- CONSULTANT'S total fee is estimated to be \$____. Actual fee shall not exceed such estimate by more than ten percent (10%) without the express written consent of CLIENT.
- Basis of CONSULTANT'S fee (check one)
 - Lump Sum with Progress Payments (schedule attached)
 - Time and Materials in accordance with the Schedule of Charges dated January 2013
 - Other (description) _____
- CLIENT shall pay a retainage fee of \$____, which fee shall be paid in full prior to commencement of the services herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services or products provided under this agreement.

D. CLIENT has read and understood the terms and conditions set forth in the Standard Conditions and agrees that such items are hereby incorporated into and made a part of this agreement

E. Having read, understood and agreed to the foregoing, CLIENT and CONSULTANT, by and through their authorized representatives, have subscribed their names hereon effective the _____ day of _____, 20____.

Client: City of Big Spring Parkhill, Smith & Cooper, Inc.

Name 
Todd Darden
Title City Manager
Date _____

Name 
Robert H. (Holly) Holder, PE
Title Firm Principal
Date 01/21/14

Agreement to be executed in duplicate 01/14

\\Data1\Projects\2014\3730.14\ADMIN\CONTRACTS\FINAL\3730.14_Engineering Agreement 2014.doc

CLIENT: City of Big Spring

DATE: January 21, 2014

STANDARD CONDITIONS: CLIENT and CONSULTANT (Parkhill, Smith & Cooper, Inc.) agree that the following Provisions shall be part of their Agreement.

ARTICLE 1. SERVICES

1.1 INVOICING

Invoices shall be submitted by the CONSULTANT monthly and are due upon presentation and shall be considered past due if not paid within thirty (30) days of the due date. Past due invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date.

If the CLIENT fails to make payment to the CONSULTANT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the CONSULTANT and may, in addition to any other remedies provided by law, file an affidavit in support of a lien on the Property pursuant to Chapter 53 of the Texas Property Code.

1.2 SERVICES DURING CONSTRUCTION

The CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. The CLIENT agrees that the general contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor.

The CONSULTANT shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's estimates or opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from the CONSULTANT's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the CONSULTANT's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the CONSULTANT or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the CONSULTANT's services, the CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY – TEXAS ACCESSIBILITY STANDARD (TAS)

The CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) for projects in the State of Texas, and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. The CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not have prescriptive language. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

All projects in the State of Texas must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with TAS requirements. The CONSULTANT will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the project TDLR requires an inspection of the project for compliance confirmation. However, the CONSULTANT cannot and does not warrant or guarantee that different rules and or interpretation may be applied to the CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review will be additional services. CONSULTANT's plan review and inspection basis of compensation will be time and materials unless otherwise specified.

1.6 SERVICES BY CLIENT

CLIENT will provide access to work site, obtain applicable permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the Scope of Work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement.

1.7 OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes, data on any form of electronic media, and other documents prepared by the CONSULTANT as Instruments of Service shall remain the property of the CONSULTANT. The CONSULTANT shall retain a common law, statutory and other reserved rights, including copyrights.

The CONSULTANT grants to the CLIENT a nonexclusive license to reproduce the CONSULTANT's Instruments of Service solely for the purpose of constructing, using and maintaining the Project. The CLIENT shall not use the Instruments of Service for other projects without prior written agreement of the CONSULTANT.

The CLIENT shall not make any modification to the Instruments of Service without the prior written authorization of the CONSULTANT. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the CLIENT or any person or entity that acquires or obtains the Instruments of Service from or through the CLIENT without the written authorization of the CONSULTANT.

1.8 DELIVERY OF ELECTRONIC FILES

In accepting and utilizing any form of electronic media generated and furnished by the CONSULTANT, the CLIENT agrees that all such electronic files are Instruments of Service of the CONSULTANT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by the CONSULTANT and electronic files, the original signed and sealed hard-copy Contract Documents shall govern.

Electronic files created by the CONSULTANT through the application of software licensed for the sole and exclusive use by the CONSULTANT will be furnished to the CLIENT in read-only format. The CLIENT is responsible to obtain and maintain software licenses as appropriate for the use of electronic files provided by the CONSULTANT.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the CONSULTANT be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This agreement shall be interpreted and enforced according to the laws of the State of Texas, unless agreed otherwise.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

2.4 AMENDMENTS

This agreement may be amended only by a written instrument, signed by both CLIENT and CONSULTANT, which expressly refers to this agreement.

2.5 DELAYS

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

The CONSULTANT agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this project and for a period of 3 years after the completion of services.

2.7 MERGER: WAIVER: SURVIVAL

Except as set forth in AMENDMENT above, this agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

2.8 TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the party initiating the termination. This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the Project is abandoned.

If this agreement is terminated by CLIENT through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for Direct Expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly conclude the services and prepare project files and documentation, plus any additional Direct Expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

2.9 CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

2.11 MAINTENANCE/WEAR AND TEAR

Both the CLIENT and CONSULTANT acknowledge that the CLIENT, and only the CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. The CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe and weather tight facility. Should the CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, the CONSULTANT is not responsible for any such resultant damage.

ARTICLE 3. ALLOCATION OF RISK, WARRANTY

3.1 WARRANTY; STANDARD OF CARE

In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this Agreement.

3.2 DISPUTE RESOLUTION

CONSULTANT and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, the CONSULTANT and CLIENT agree that any dispute between their arising out of, or relating to this Agreement shall be submitted to nonbinding mediation prior to exercising any other rights under law, unless the parties mutually agree otherwise.

3.3 BETTERMENT

If, due to an error or an omission by the CONSULTANT, any required item or component of the project is omitted from the Construction Documents, the CONSULTANT shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.4 ALLOCATION OF RISK

In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT and CONSULTANT'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

*** END ***

PARKHILL, SMITH & COOPER, INC. (CONSULTANT)

City of Big Spring

By Robert Holly Holder
Robert H. (Holly) Holder, PE
Firm Principal

Accepted By: _____
Title: _____

Date: _____

Date: _____

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2014

Client: **City of Big Spring**
 Project: 2014 Group Seal Coat Program
 Agreement Date: January 2014

January 1, 2014

Classification	Hourly Rate	Classification	Hourly Rate
PROFESSIONAL LEVEL VII		PROFESSIONAL LEVEL II	
Mechanical & Electrical	\$210.00	Mechanical & Electrical	\$99.00
Civil & Structural	\$205.00	Civil & Structural	\$98.00
Architect, Landscape & Interior	\$194.00	Architect, Landscape & Interior	\$95.00
PROFESSIONAL LEVEL VI		Technologist	\$95.00
Mechanical & Electrical	\$193.00	Resident Project Representative	\$95.00
Civil & Structural	\$186.00	Administrative	\$95.00
Architect, Landscape & Interior	\$164.00	PROFESSIONAL LEVEL I	
PROFESSIONAL LEVEL V		Intern	\$87.00
Mechanical & Electrical	\$171.00	Technologist	
Civil & Structural	\$167.00	Resident Project Representative	
Architect, Landscape & Interior	\$152.00	Administrative	
PROFESSIONAL LEVEL IV		SUPPORT STAFF III	
Mechanical & Electrical	\$140.00	Technician	\$84.00
Civil & Structural	\$137.00	CADD	
Architect, Landscape & Interior	\$127.00	Project Assistant	
Resident Project Representative	\$127.00	Administrative	
Technologist	\$123.00	SUPPORT STAFF II	
PROFESSIONAL LEVEL III		Technician	\$76.00
Mechanical & Electrical	\$118.00	CADD	
Civil & Structural	\$115.00	Administrative Secretary	
Architect, Landscape & Interior	\$107.00	Project Assistant EL	
Resident Project Representative	\$107.00	Administrative	
Technologist	\$107.00	SUPPORT STAFF I	
		Student EL	\$44.00
		CADD EL	
		Administrative EL	

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2014 through December 31, 2014. After December 31, 2014, invoices will reflect the Schedule of Charges currently in effect.

INTERLOCAL AGREEMENT

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

The Agreement of the parties is as follows:

1. Term.

This Agreement shall extend through the 2014 seal coating season and for so long thereafter as may be necessary to complete the 2014 seal coating program in a manner satisfactory to the individual participants.

2. Consideration.

Each participant agrees to jointly bid their individual seal coating programs and to coordinate the bidding process in order to take advantage of economies of scale and to eliminate repetitive efforts by each of the participants. Each participant agrees to be bound by the bid specifications attached to this Agreement as Exhibit "A". Additionally, each participant agrees that the lowest responsible bid received pursuant to the bid process shall be accepted by each of the participants.

3. Joint Bid Process.

It is hereby agreed by the parties that the firm of Parkhill, Smith & Cooper, Inc. ("hereinafter "engineers") will be the agent for each of the participants in all matters relating to the bidding of the seal coat program and the management of the program once the bidding has been completed. Each participant agrees to be bound by the fee schedule submitted by engineers.

4. Communication.

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

5. Payment.

Each participant agrees to pay the cost of its portion of the seal coat program within thirty (30) days of completion of its portion of the program

6. Force Majeure.

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

7. Modification.

This Agreement may be amended only with the consent of the governing bodies of each of the parties through appropriate written resolutions, executed and delivered to the parties.

8. Construction.

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

9. Severability.

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

10. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral with respect to the subject matter hereof. No verbal agreement or conversation with any officer, agent or employee of a participant either before or after execution of

the Agreement shall affect or modify any of the terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the participants.

11. Additional parties.

Each of the original signatories to this Agreement consents to the ratification of this Agreement by addition governmental participants so long as each additional participant agrees to be bound by the terms and conditions of this Agreement to the same extent as the original signatories.

12. Venue

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

13. Effective Date.

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

This Agreement contemplates that all payments shall be made from current funds budgeted for the year 2013-2014. In the event the governing body of the City of Big Spring shall fail to appropriate funds to participate in the seal coat program in the 2013-2014 budget, then this Agreement shall terminate on the last day of the fiscal year preceding the year for which appropriation is not made.

City of Big Spring

By: _____
City Manager

ATTEST:

City Secretary

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BIG SPRING AND HOWARD COUNTY
FOR OWNERSHIP, CONSTRUCTION, OPERATION AND CLOSURE
OF THE BIG SPRING/HOWARD COUNTY LANDFILL**

This agreement for joint ownership, construction, operation and post closure maintenance of the Big Spring/Howard County Landfill between the City of Big Spring (hereinafter "City") and the Howard County, Texas (hereinafter "County") is executed pursuant to TEXAS GOVERNMENT CODE, Chapter 791, The Texas Interlocal Cooperation Act. The agreement of the parties is as follows:

WHEREAS, pursuant to an agreement dated August 22, 1974, the City of Big Spring and Howard County, Texas, jointly own and operate the Big Spring/Howard County Landfill; and

WHEREAS, effective September 26, 2000, the City and County executed an Interlocal agreement for landfill closure which was a supplement to the August 22, 1974, agreement; and

WHEREAS, effective December 14, 2004 the City and County executed an Interlocal Agreement to consolidate and update the agreements of the Parties and now wish to further update such agreements;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and conditions contained herein, the parties agree as follows:

1. Term.

The term of this agreement shall commence on the 1st day of March 2014, and shall continue for so long as the parties continue to own and operate the Big Spring / Howard County Landfill and for so long as the parties have responsibility for the closure or post closure maintenance of the landfill property.

2. Agreement.

2.01 The City agrees to provide and perform the following:

1. To own jointly with Howard County, the Big Spring/Howard County Landfill;
2. To take all actions required to obtain the necessary permit and to construct a new "East Cell" of the Landfill on land currently existing in the Landfill.
3. To maintain and operate the Landfill in accordance with the regulations of the Texas Commission on Environmental Quality or other state or federal agency;
4. To create and maintain a Landfill Enterprise Fund within the City's operating budget

and to provide reports on such fund upon request by the County.

5. To maintain a landfill closure/post closure maintenance fund in accordance with the requirements of the Texas Commission on Environmental Quality in an interest bearing account and to provide reports on the account upon request by the County.

2.02 Howard County agrees to provide and perform the following:

1. To continue the payments for the County's portion of the operation and maintenance costs of the Landfill as first established at \$44,753.00 in the fiscal year 2004-05 and which has adjusted, and will continue to adjust annually, increasing or decreasing by one percent for each point increase or decrease in the Consumer Price Index, as published each October by the Bureau of Labor Statistics.
2. To pay \$22,092 each fiscal year into a landfill closure / post closure maintenance fund to be maintained by the City. This amount may be adjusted at any time in accordance with Section 2.04 of this agreement.
3. To pay One Million Dollars (\$1,000,000) toward the cost of engineering, permitting and constructing the East Cell of the Landfill. County will pay Five Hundred Thousand Dollars (\$500,000) within thirty days of the full execution of this Agreement and Five Hundred Thousand Dollars (\$500,000) on October 1, 2014.
4. All funds paid as a result of this agreement shall be paid out of current funds available to the County.

2.02.1 The parties agree that the City shall have the right and ability to set fees for the operation of the Big Spring/Howard County Landfill for all residents of the County. The City agrees to consult with the County regarding the fee structure.

2.03 The parties agree that if at the end of any fiscal year the landfill closure/post closure maintenance fund shall have either excess or insufficient funds to meet the requirements of the Texas Commission on Environmental Quality (TCEQ), then in that event, the Parties' subsequent contributions shall be either increased or decreased to provide the necessary levels of funding.

The adjustments shall be made taking into account the following:

- The total amount of closure/post closure expense as established by the TCEQ;
- The total amount of funds currently available in the closure/post closure expense fund;
- The current interest rate on earnings for the fund;

- The number of years remaining prior to closure of the landfill; and
- The City and County shall each pay half of the amount necessary to fully fund the account each year.

3. Indemnity.

To the extent allowed by law, each party agrees to hold the other harmless from any and all liability arising out any action relating to or resulting from the actions or inactions of that party's officers, employees or agents relating to the condition of the parks or their operation.

4. Headings

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provisions in this agreement.

5. Notices

5.01 General. Whenever notice from City to County or County to City is required or permitted by this agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand, (2) facsimile, or other reasonable means (in which case such notice shall be effective upon delivery), or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

5.02 County's address and numbers for the purposes of notice are:

County Judge
P.O.Box 1949
Big Spring, Texas 79721

5.03 The City's address and numbers for the purposes of notices are:

City Manager
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720-2657

5.04 Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party, referring specifically to this agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

6. Entire Agreement

This agreement constitutes the entire agreement between the City and County, and any other written or oral agreements between the parties are expressly waived.

7. Construction

The language of this agreement shall be construed according to its fair meaning and not strictly for or against either party. All words in this agreement refer to whatever number or gender the context requires. Headings are for reference purposes and do not control interpretation. All the terms and words used in this agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular and plural) or any other gender (masculine, feminine, or neuter) as the context or sense of this agreement, or any section or clause hereof may require. The locative adverbs "herein", "hereunder", "hereto", "hereinafter", and like words wherever the same appear herein, mean and refer to this agreement in its entirety and not to any specific paragraph, section or subsection hereof unless otherwise expressly designated in context.

8. Survival of Covenants and Conditions

It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provision.

9. Waiver

Any waiver by any party of a breach of any provision of this agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this agreement. The failure of a party to insist upon strict adherence to any term of this agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this agreement. Any waiver must be in writing and signed by a duly authorized representative of the waiving party.

10. Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement shall not become effective until it is executed by both parties to this agreement.

11. 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 right, remedy or claim under or in respect of or by

virtue of this agreement or any provision herein contained.

12. Entire Agreement

This Agreement and the instruments called for by this Agreement constitute the whole agreement of the parties and supersede any commitment, agreement, memorandum or understanding previously made by the parties or any of those with respect to the subject matter of this Agreement.

13. Remedies

The remedies provided to the parties by this agreement are not exclusive or exhaustive, nor cumulative of each other and in addition to any other remedies the parties may have.

14. Prior Agreements Superseded

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

15. Attorney's 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.

16. Assignment

This agreement may not be assigned by either party without the consent of the other party.

17. Modification

This agreement may be modified only with the consent of the governing bodies of the parties through appropriate written resolutions, executed and delivered to the parties.

Executed this ____ day of _____, 2014.

CITY OF BIG SPRING

Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

HOWARD COUNTY

Mark Barr, County Judge

ATTEST:

_____, County Clerk

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BIG SPRING AND HOWARD COUNTY
FOR EMERGENCY MEDICAL SERVICE**

This Interlocal Agreement for Emergency Medical Service (the “Agreement”) is by and between the City of Big Spring (the “City”) and Howard County (the “County”), hereinafter collectively referred to as the “Parties.” This Agreement is executed pursuant to Texas Government Code Chapter 791, the Texas Interlocal Cooperation Act.

WHEREAS, the Parties wish to enter into this Agreement for the provision of emergency medical service to the citizens of all of Howard County (the “EMS”) in order to protect the health, safety and general welfare of the citizens of Howard County; and

WHEREAS, the EMS generally incurs a significant deficit each year and the Parties have agreed to an equitable division of the cost of subsidizing the service;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter made, the Parties hereby agree as follows:

1. Term.

This Agreement shall have an initial term of one year and shall commence on October 1, 2013 and end on September 30, 2014.

2. Payment to Ambulance Service.

The emergency medical service to the citizens of Big Spring/Howard County has been running a deficit in revenue versus cost of operation for the last several years. By prior agreement, the County was obligated to pay the City the sum of \$130,000.00 per year for ambulance services. To avoid any confusion or debate in regard to the party responsible for any deficit in the operation of the ambulance service, the County has agreed to make a onetime payment of \$389,000.00 to the City. The payment is for emergency medical service to the citizens of Howard County from October 1, 2013 until September 30, 2014, and as a compromise and settlement of the County’s share of all deficits for prior years. The City agrees to accept this payment in settlement of the County’s share of any such deficits. In addition, the City agrees to absorb any deficit that occurs from the operation of the emergency medical service from October 1, 2013, to September 30, 2014 without seeking additional compensation from the County.

3. City’s Obligations to Provide EMS.

In consideration of the County’s payments and other promises set forth herein, the City agrees to provide the following services during the period October 1, 2013 through September 30, 2014:

- (a) To provide quality ambulance service for the general welfare of the citizens of the County.
- (b) To comply with all Federal and State laws and regulations covering emergency medical services.
- (c) To recruit, train and employ paramedic and EMT personnel, and all other necessary personnel, to adequately staff the ambulance service and to require that such personnel be licensed as required by law.
- (d) To properly maintain its equipment according to the accepted standards of the industry.
- (e) To provide response times to life threatening emergencies within the accepted standards of the industry.
- (f) To allow periodic inspection of any and all equipment by officials of the County. A reasonable amount of notice to the City must be allowed before such an inspection takes place.

4. EMS Response.

- (a) The City will maintain five (5) Mobile Intensive Care Unit capable ambulances within the City. The City will have enough personnel on duty to be able to have two units operating at the same time.
- (b) The City shall respond to all requests for service in Howard County.
- (c) The City will respond without giving consideration to the patient's ability to pay, and without consideration of the patient's sex, race, age or national origin. Collection of all fees shall be managed by the City. Fees will not be collected at the rendering of the service. The City will not unreasonably withhold Services. The City will accept Medicare and Medicaid assignment.

5. Right to Inspect Books.

The County may inspect the books and records of the City.

6. Independent Contractor.

The City is and shall be an independent contractor with the right and obligation to manage, supervise and control the operations of the EMS.

7. Modification.

This agreement may be amended only by the duly authorized written consent of the governing bodies of both Parties.

8. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes any and all prior or contemporaneous agreements or understandings, whether written or oral. No verbal agreement or conversation with any officer, agent or employee of either party either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained herein.

Executed in duplicate originals this ____ day of _____, 2014

CITY OF BIG SPRING, TEXAS

By: _____
Larry McLellan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Executed in duplicate originals this ____ day of _____, 2014

HOWARD COUNTY, TEXAS

By: _____
Mark Barr, County Judge

ATTEST:

Donna Wright, County Clerk



310 Nolan • Big Spring, Texas 79720
Phone: 432-264-2401 • Fax: 432-263-8310

Committee & Board Appointment Resume'

Board you are interested in serving on: McMahon/Wrinke Airport Dev. Board

Your Name: Terry Hansen

Address: 501 Westover Rd
Big Spring, TX 79720

Home Telephone Number: 432-263-2616

Work Telephone Number: _____

Cellular Number: 432-916-9340

Current Occupation: Retired

Any Related Past Experience? Please Describe Below:

See Resume - Attached

Please Describe Your Education History:

See Resume - Attached

Signature: Terry Hansen

Date: 2-6-2014

Please attach any additional sheets as necessary or personal resume.
Once form is completed please deliver or mail Attention to the City Manager at the address above.

RESUME'

TERRY HANSEN

501 Westover · Big Spring, TX 79720
(432) 263-2616 home · (432) 816-9340 cell
thansen@howardcollege.edu

EDUCATION

- M.S. East Texas State Univ., Computer Science/Business
- B.S. East Texas State Univ., Computer Science
- A.A. Howard College, Computer Science

PROFESSIONAL EXPERIENCE

HOWARD COLLEGE
BIG SPRING, TEXAS

Executive Vice President (Retired)

1984 to August 2013

In my roles as Executive Vice President, I also served as CFO for the Howard County Junior College district (Howard College). Howard College is a multi-campus institution which also includes the SouthWest Collegiate Institute for the Deaf, a separate institution created to provide postsecondary education to deaf and hard-of-hearing students. My primary areas of responsibility included oversight of the finances of the college district including the preparation and administration of the college budget as well as management of the college business office, information technology, physical plant, grounds, human resources, payroll, inventory, purchasing and the Dorothy Garrett Coliseum, a multi-purpose venue for this region. I also had primary responsibility for auxiliary operations in the areas of athletics, food services and the college bookstore. During my time with Howard College I was extensively involved in campus planning, design, and construction oversight of numerous campus buildings as well as a recent campus-wide construction and renovation project of almost \$30 million.

Computer Center

1978 to 1984

I was employed by Howard College in 1978 as Assistant Director of the Computer Center and instructor in the computer science department. I was named Director of the Computer Center in 1979. As Director, I was responsible for all administrative as well as academic computing needs. During most of this time, I also served as Department Chairman of the Computer Science department.

RECOGNITION EQUIPMENT
IRVING, TEXAS

1977 to 1978

Senior programmer responsible for various financial and business systems

TEXAS A&M UNIVERSITY
COMMERCE, TEXAS

1972 to 1977

I was employed as Fiscal Projects Manager/Senior Programmer Analyst. During this time I was responsible for systems analysis, system design, programming and implementation of budgeting, accounting, purchasing, payroll, personnel and inventory systems.

OTHER

- Married: Jan – 27 years
- One Daughter & Family: Michelle and Charles Olson of Weatherford, TX
- One Son & Family: Eric and Kinsey Hansen of Big Spring and their children Lincoln, Harper & Beck

CURRENT AND PAST CIVIC AND COMMUNITY INVOLVEMENT

- Active Member, St. Paul Lutheran Church – Board of Elders and Board of Trustees
- Past Big Spring City Councilmember – District 6
- Past Big Spring Economic Development Board and Vice President
- Chamber of Commerce –Member & Various Committees and Ambassador
- Wells Fargo Advisory Board
- ALON Refinery Citizens Advisory Panel
- United Way – Loaned Executive, Various Committees and Treasurer
- Little League, Junior League and Senior League Baseball- Coach – 13 years
- YMCA youth soccer - Assistant coach
- United Girls Softball Association- Assistant coach
- YMCA Board and Committee member
- Dora Roberts Rehabilitation Center Board Member and President
- Big Spring Main Street, Inc- Board President and Vice President
- Gideons International – Treasurer and Secretary
- Downtown Lions Club – President and various other offices
- St. Jude Hospital – Walk-a-thon organizer
- Boy Scouts of America – Scout Leader
- Volunteer/Local Katrina Relief Effort – Treasurer and Evacuee Identification Systems
- Keep Big Spring Beautiful volunteer

CURRENT AND PAST PROFESSIONAL ORGANIZATIONS

- Texas Assoc. of Public Junior College Business Officers – Past President
- National Council of Community College Business Officials
- National Association of College & University Business Officers
- Southern Association of College & University Business Officers
- Charter Member, Epsilon Delta Pi, Honor Society in Computer Sciences
- Southern Association of Colleges and Schools (SACS) – Voting Delegate

RELATED EXPERIENCE

- SACS Reaffirmation Committee member - evaluating financial, physical, and computer resources for over 20 peer member colleges since 1987

ADDITIONAL INFORMATION

Facilities Management: Over the past twenty five years I have been involved in extensive facilities improvements including a new high efficiency central HVAC system. We have implemented a very successful long range grounds improvement program. I have been involved in contracted renovation work as well as renovations done by our maintenance staff. Over the past five years we have renovated our dormitories as well as almost every other building on campus.

I.T. System Conversions: I have directed two total computer system conversions to implement new software. These conversions were accomplished with virtually no down time and no major problems. The latest conversion was to an integrated ERP database encompassing all aspects of the college operation including fiscal matters, HR/payroll, admissions, registration, financial aid, student records and district wide document imaging.

Fiscal Matters: I am a careful guardian of the taxpayer's dollar. I am conservative by nature and exercise fiscal control and budget monitoring on a regular basis. Current College budgets approach \$30 million per year. When I became chief business officer, Howard College had just \$124,000 in unrestricted reserves, a dangerously low amount. Today our reserves are approximately \$8 million. My staff and I have received commendations during past SACS reaffirmation visits.

SouthWest Collegiate Institute for the Deaf: As CFO and business officer for the Howard County Junior College District, I have responsibility for SWCID. SWCID was created by the legislature in 1979 and is funded by line item appropriation in the Texas State Budget.

Budgeting: I believe in a "grass roots" budgeting concept and have instituted a multiple funding level budgeting process that allows for informed administrative decision making.

Leadership Style: I am action oriented and expect the same of my staff. I believe in open lines of communication and do not mind being approached at any time by my staff or others on the college campus or from the community. In short, I am people oriented, I am a "team player", and I have a broad understanding of the problems and needs of a college campus. I believe in delegation of authority to my staff. Further, I allow my staff the flexibility to make decisions, take action and be responsible for their areas of expertise.